



**THE CITY OF SMYRNA
2800 KING STREET
SMYRNA, GEORGIA 30080**

INVITATION TO SUBMIT QUOTATION NO. RFX-11-XXX

REQUEST FOR QUOTATIONS FOR

Competitive quotations will be received at the City of Smyrna Purchasing Division, 2800 King Street, Smyrna, GA 30080, no later than _____ (a.m./p.m.) _____ (date) _____.
Quotations are being received for _____ (name of project) _____.

As described in the specifications attached, all quotation submissions for City of Smyrna _____ (RFX 11-XXX) must comply with all general and special instructions. The City of Smyrna reserves the right to accept or reject any or all quotations and award in the best interest of the City.

Quotations must be delivered to the address listed above no later than the time and date indicated. Quotations may also be emailed to (purchasing department contact) with hard copies to follow prior to the deadline. The accepted bid package must have the official bid seal attached.

QUESTIONS: All questions or request for additional information must reference RFX 11-XXX and must be submitted by (a.m./p.m.) _____ to XXXXXXXXXXXX, Purchasing, City of Smyrna, 2800 King Street, Smyrna, GA 30080. Email questions or inquires shall be submitted to (purchasing contact@xxxxxxx). All questions and answers will be sent to all bidders. After the RFQ is issued, no contact will be permitted between bidders and any other City staff members or elected officials, except through the Purchasing Manager. The Purchasing Department office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The phone number is 678-631-5406.

(Purchasing Contact & Title)

GENERAL INSTRUCTIONS

1. All quotations must be delivered to the City of Smyrna Purchasing Division, 2800 King Street, Smyrna, Georgia 30080, no later than the time and date indicated in the Request for Quotation. Any quotation received after that time will not be considered for award.
2. The City of Smyrna is a tax exempt Municipal Corporation. No sales tax will be charged on any products or services. Any sales tax paid on materials for the project shall be incorporated into the price of materials for the project. Our FEI number is 58-6000664.
3. The City of Smyrna reserves the right to waive any and all technicalities, formalities or irregularities. The City may also accept or reject any or all quotations, and award the bid to the lowest responsive and responsible bidder in the best interest of the City. The City may reject the quotation of any vendor that has previously failed to perform properly or complete on time, contracts of a similar nature. Quotations by a vendor that, in the sole opinion and discretion of the City of Smyrna, is not in the position to fulfill the contract may also be rejected. Any company owing monies to the City of Smyrna for taxes, utilities, code violations, permits, etc. will not be awarded the bid.
4. All quotations must be submitted using the Bid Pricing Form provided and any other required line item pricing detail. All information regarding bidder name, address, telephone number and contact person must be provided. Bidders must fill in bid prices and other information as indicated.
5. All bidders shall provide appropriate proof of a current and valid occupational license issued by an agency from within the State of Georgia or one of the contiguous United States.
6. Quotations may be withdrawn by written or faxed request, provided such withdrawals are received prior to the time and date of the opening of bid quotations.
7. All quotations must be submitted with one original and three (3) copies. All proposals submitted shall be all inclusive.
PLEASE NOTE: We encourage you to save paper. It is not necessary to return this entire document with your response. Please return only the relevant pages on which your company has included a response.
8. If a bidder chooses to not submit a quotation, it is requested that a “NO BID” be submitted stating the reason for the “no bid”. For our purposes, it is important that we know why bidders chose to not submit. Any bidder submitting a “no bid” will be recorded as such.
9. Bidders not responding will be recorded as “No Response”. After three consecutive “No Responses”, the bidder will be dropped from the bid list.

SPECIAL INSTRUCTIONS

1. **Scope Reduction Clause**

The City of Smyrna (the "City") reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive contractor's (or multiple contractors') quotation is higher or lower than our budgeted amount for the project. The City of Smyrna, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction clause will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

2. **Additional Work**

The City of Smyrna reserves the right to add to the contract any future work, with the agreement of the contractor, at prices offered in this quotation. This option will be enacted during the contract or within twelve months of the end of the contract, if in the best interest of the City, and with agreement of the contractor ("Contractor").

3. **Performance Bond and Other Bonding Requirements**

Per the Instructions indicated in the RFX, the Contractor may be required to furnish a corporate surety bond as security for the performance of the service contract. Said surety bond shall be in the amount of one hundred percent (100%) of the annual gross revenue (total bid amount) of the Contractor under the service contract.

The Contractor shall pay the premium for the performance bond. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

When the amount of the performance bond required under this article does not exceed \$500,000.00, the City may, in its sole discretion, accept an irrevocable letter of credit by a bank or savings and loan association in the amount of (the total bid amount) and in lieu of the bond otherwise required under this article.

Bid Bonds and Payments Bonds are required for certain types of projects and that will be indicated in the bid documents.

4. **Insurance Requirements**

All quotations submitted must be accompanied by a Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Certificate shall name the City of Smyrna as Additional Insured. Contractor shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.

- c. Worker's Compensation and Employers Liability – Statutory coverage at a minimum of \$500,000 per accident.
- d. *(Other insurance requirements which are specific to project under bid)*

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

5. Indemnification

Contractor shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subcontractors and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Contractor. The City may review any disputes and the City's decision shall be final.

6. Georgia Security and Immigration Compliance

- 7. In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91) and further updated in House Bill 87 and Senate Bill 160, all Contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to Contractor and subContractor stating affirmatively that the Contractor and any subContractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP and must be signed and provided with the quotation submission. An individual, or company with no employees, should complete the SAVE documentation and include a copy of a principal's drivers' license or passport to verify U.S. citizenship.

8. Personnel

Contractor shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned. Contractor shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. a background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth, and (iv) passport number (if one is held) and issuing country, issue date and expiration date;
- b. criminal checks; and
- c. drug testing.

At the City's request, and to the extent permitted by law, Contractor shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information.

With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Contractor by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Contractor shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

9. Ordinances and Regulations

Selected contractor(s) must comply with all pertinent federal, state and local ordinances and regulations. Contractor shall adhere to all City of Smyrna ordinances pertaining to the work performed as found at <http://www.smyrnacity.com/> under Government / City Ordinances where services per this contract are provided.

10. Default and Termination

a. Default

The City may on thirty (30) days notice to the Contractor terminate the service contract, and without prejudice to any other remedy it may have, when the Contractor materially defaults in the performance of any provision of this specification, or materially fails to carry out the work in accordance with the provisions of the service contract. Default by the Contractor will include, but is not limited to, the following:

- i. Failure by the selected firm to provide service in accordance with the specifications.
- ii. Contractor fails to continually perform the service for three (3) consecutive business days during the term hereof for reasons other than a force majeure event.
- iii. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the Contractor.
- iv. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
- v. Contractor fails to cure any other breach of default in the performance of its duties or obligations set forth in the contract within five (5) days of receipt by Contractor of written notice of such breach or default.

b. Termination

The City may terminate the contract, for convenience purposes, upon sixty (60) days written notice. Upon any termination of the contract, the Contractor shall, unless notified in writing otherwise, take all reasonable precautions to complete the work in progress and to minimize the expenses of the City incident to such termination and the completion of the work. Thereafter, the Contractor shall promptly discontinue the work. The City will pay the Contractor all monies owed for work completed.

c. Termination Assistance Services

If requested by the City, Contractor shall provide the City with such assistance as may be required to transition the provision of the services from Contractor to a successor service provider without interruption to, or degradation of, the services, including, without limitation,

continued provision of the services and any additional services as are reasonably requested by the City.

11. Required Submissions

- a. All quotations must be submitted with one original and three (3) copies. All copies must contain the bid pricing forms, acknowledgements, the affidavits of compliance with the Georgia Security and Immigration Act, verification of required bid bonds and the bond check, a current occupational/business license, and a current and valid Certificate of Insurance showing the minimum insurance coverage as specified above.
- b. On the Vendor Questionnaire and Reference Forms provided in this RFP, all bidders must provide a minimum of three (3) business and/or government references to the City of Smyrna for which a project similar to the scope of this project was completed within the last three (3) years. This listing shall include names, addresses, telephone numbers and email addresses of the business/government official project manager.



Specifications

RFX 11-XXX

{SCOPE OF WORK, SPECIFICS AND REQUIREMENTS OF WORK OR PROJECT}



**BID PRICING FORM
RFX 11-XXX**

COMPANY _____

ADDRESS: _____

CONTACT: _____ PHONE _____

EMAIL: _____

The _____ Company submits the following bid for RFX 11-XXX _____ as specified in the Specifications section.

{PRICING MAY BE IN UNIT PRICING OR ALL INCLUSIVE PER JOB}

Submitted By: _____

Printed Name: _____

Title: _____

Date: _____

Please complete and submit the Acknowledgements below:

ACKNOWLEDGEMENTS

_____ We acknowledge that we take no exceptions to the specifications.

_____ We acknowledge that we take exceptions to the specifications and an itemized list of exceptions is attached.

_____ We acknowledge that we have read and signed the Contractor and Subcontractor Affidavits.

_____ We acknowledge that services will be performed based upon the City's required time frame.

{ _____ *OTHER ACKNOWLEDGEMENTS AS REQUIRED BY BID SPECIFICATIONS*}

Company Name

Signature

Printed Name

Title

Date _____



City of Smyrna, Georgia
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91 (b) (1), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Smyrna has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ / ____ / _____
EEV/ Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor _____

Name of Project _____ Public Employer _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

BY: Authorized Officer or Agent

Printed Name and Title of Authorized Office or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____ / _____

Notary Public
My Commission Expires:



City of Smyrna, Georgia
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91 (b) (1), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Smyrna has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____/_____/_____
EEV/ Federal Work Authorization User Identification Number Date of Authorization

Name of SubContractor _____

Name of Project _____ Public Employer _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

BY: Authorized Officer or Agent

Printed Name and Title of Authorized Office or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____ / _____

Notary Public
My Commission Expires:



SAVE

**Affidavit of Compliance with O.C.G.A. 50-36-1
“Verification of Lawful Presence within the United States”**

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant’s lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a United States citizen or legal permanent resident at least eighteen (18) years old.

YES

NO

IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant’s alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.*

O.C.G.A. 50-36-1 states that “Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20.”

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

Signature Title Date

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. **A STAMPED SIGNATURE IS NOT ACCEPTABLE.**)

I hereby certify that _____ is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

This _____ day of _____, 20__ _____
Notary Public

AFFIX SEAL

All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-2. Such documents include a valid Georgia issued Driver’s License or ID Card, a valid Driver’s license issued by another State or an identification document issued by the United States Government.

City of Smyrna
RFX 11-XXX

VENDOR QUESTIONNAIRE

Questionnaire must be completed by ALL Vendors and returned with quotation response. Any additional pages provided should be clearly labeled.

1. How long have you been in business?

2. Give us background information on your company, including the number of employees available to service the City of Smyrna, the closest office location, as well as any financial ratings and reports available. Separate attachment is acceptable.

A. How many employees are available to service the City of Smyrna?

B. Please provide the name and address of your local office:

3. Have you done business with other governmental agencies in the past three (3) years?

Yes _____ No _____

If yes, name agency and volume of business:

City of Smyrna
RFX 11-XXX

VENDOR REFERENCE SHEET

References must be provided by ALL responding Vendors using the form below. It is the vendor's responsibility to provide **COMPLETE** and **ACCURATE** reference information on the form below, **INCLUDING FAX NUMBERS AND EMAIL ADDRESSES.**

1. _____
Company

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

Type of Project and
Dates: _____

2. _____
Company

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

Type of Project and
Dates: _____

3. _____
Company

Address, City, State, Zip Code

Telephone Number

Fax Number

Name of Contact Person

E-Mail Address

Type of Project and
Dates: _____

ADVERTISEMENT

RFX 11-XXX

REQUEST FOR QUOTATIONS FOR

The City of Smyrna is soliciting competitive sealed bids for (project description).

RFX 11-XXX _____ will be sent via U.S. mail, posted on the City's website (www.smyrnacity.com) or may be picked up after 12 noon on _____ (date) at the City of Smyrna Purchasing Department, City Hall, 2800 King Street, Smyrna, GA 30080 from 8:00 a.m. to 5:00 p.m.

A mandatory Pre Bid Conference will be held on _____ at (time). in the (location), Smyrna, GA 30080. (when this applies)

Bids must be submitted no later than _____ (date and time) _____, at which time they will be publicly opened.

All Bidders must comply with and provide proof of all local, county and state licensing requirements. For information, contact Purchasing at 678-631-5406.