



DATE: June 9, 2017

TO: All Prospective Providers

FROM: Tron D. Jones, Contract Specialist

RE: Bid No. 2017-1644 – Contract for the Construction of Fire Station #4, a Prefabricated Burn Tower and Demolition of the Existing Fire Station

The City of East Point, Georgia, is soliciting sealed bids from financially stable and qualified general construction service (site and building) providers for the construction of a New Fire Station with associated living quarters, a prefabricated burn tower and the demolition of the existing Fire Station building. The work site location is at **2222 Ben Hill Road, East Point, GA 30344**.

The Selected Provider(s) will be responsible for providing any and all parts, components, materials, supplies, tools, machinery, or heavy-lifting equipment that may be necessary or needed to perform the construction of a New Fire Station and the demolition of the existing Fire Station in a safe, competent, and professional manner. In addition, the Selected Provider must provide any and all administration, supervision and man power necessary or needed to perform the construction service in a safe, competent, and professional manner. **A Mandatory Pre-Bid Conference / Site Visit** has been scheduled for **Friday, June 23, 2017 @ 3:00PM**.

The selected provider, sub-contractor, and sub-subcontractor(s) employees who will be working on site must submit to and pass a **background screening** prior to the commencement of any work being performed.

The necessary parts and materials are to be ordered by the Selected Provider after award of the Contract and upon receipt of the City's Notice To Proceed Letter. Upon receipt of the parts and materials, and notification of such by the Selected Provider, the Selected Provider **MUST** complete the work within a nine (9) month or 270 calendar day period. **In the event the work is not completed within this period of time, Liquidated Damages as stipulated herein will apply**

Participating Providers must submit a **Bid Bond equal to ten percent (10%) of the total amount of their stated Bid Price** in the form stipulated herein. In addition, the Selected Provider will be required to provide the City with a **Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the total Contract award**, prior to the commencement of the work on the Project.

If applicable, **Compliance Bonds** may also be required by the City. The determination of applicability of the Compliance Bonds will be based upon the City's **Compliance Bond Ordinance**. A copy of the **Compliance Bond Ordinance** has been made available on the City's web site to all Prospective Providers.

Completed, notarized **E-Verify Affidavits** for the Provider, any and all of their proposed Subcontractors, and any and all of their proposed Sub-subcontractors (all tiers) must also be submitted with your bid response in order to participate in the solicitation.

The Provider recommended by the Requesting Department for award of the Contract shall be required to submit a completed, notarized **S.A.V.E. Affidavit** prior to receiving official Contract award from the City Council.

Any and all goods and / or services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).

Sealed bid responses shall be received on behalf of the City until **3:00 P.M. on Wednesday, July 12, 2017** in Suite 400 at 1526 East Forrest Avenue, East Point Georgia 30344.

Specifics regarding the City's solicitation terms and conditions and the City's requirements and expectations are contained in the City's official solicitation documents.

END OF INVITATION TO BID

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NOTICE

From the date of issue to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the **Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: tdjones@eastpointcity.org**. If it is deemed necessary for contact to be made with other parties within the City, the Contracts and Procurement Division shall make that determination, and arrangements for that contact to take place shall be made. **Providers who make direct contact with other City personnel, or elected appointed officials during the solicitations process to inquire about or discuss this open solicitation will be immediately disqualified from participation and consideration for award.**

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1.0 MINIMUM PROVIDER REQUIREMENTS

1.1 The Selected Provider must be able to demonstrate a record of reliability, fiscal responsibility and the successful completion of a minimum of five (5) comparably sized projects within the past ten (10) years.

1.2 The Selected Provider must be able to immediately begin work on the Project and be able to provide, without any undue delay, a complete and satisfactory construction of fire station #4, a prefabricated burn tower and demolition of the existing fire station with a guarantee that at the completion of the Work within the nine month or 270 calendar day timeframe the structures will achieve full functionality. The work on this Project will be performed at 2222 Ben Hill Road, East Point, GA 30344.

1.3 The Selected Provider and the members of their workforce must have immediate reliable access to any and all machinery and / or equipment and / or parts and / or tools and / or supplies and / or materials that may be necessary to professionally perform the removal / replacement of the steel pneumatic tube system as specified herein, including access to any heavy-lifting equipment that may be necessary.

1.5 Once a Contract is entered into or a Purchase Order is issued by the City for the Work listed herein, the manufacturers / brands / models / part numbers, et cetera, stipulated and priced in the bid response package by the Selected Provider must be the manufacturers / brands / models / part numbers, et cetera, the Selected Vendor will be required to provide to the City during the performance of the Work. **NO ALTERNATES, NO SUBSTITUTIONS, NO DEVIATIONS, NO EXCEPTIONS.**

2.0 LOCATION OF WORK SITE

2.1 The Work Site is located at 2222 Ben Hill Road, East Point, Georgia, 30344.

3.0 CONTRACT TERM

3.1 The Contract associated with this solicitation shall commence with the execution of the Contract by the final party and shall terminate when the Project is completed to the full satisfaction of the City and accepted by the same.

3.2 The necessary parts and materials are to be ordered by the Selected Provider after award of the Contract and upon receipt of the City's Notice To Proceed Letter. Upon receipt of the parts and materials, and notification of such by the Selected Provider, the Selected Provider **MUST** complete the work on the Project within nine (9) month or 270 calendar day period. **In the event the work is not completed within this period of time, Liquidated Damages as stipulated herein will apply.**

3.3 In the event the proper appropriations of funds for continuation of the Contract are not available in any Fiscal Year after the first (1st) Fiscal Year, the Contract shall be terminated. In such instance, the City shall, within thirty (30) calendar days following the beginning of the Fiscal Year for which proper appropriation is not available, provide the Selected Provider with a written notification that funding for the continuation of the Contract has not been appropriated by the City."

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4.0 SELECTED PROVIDER'S RESPONSIBILITIES / REQUIREMENTS

For award consideration, the Selected Provider(s) shall be **required** to:

4.1 All Prospective Providers must inspect the Work Site prior to submitting a bid.

4.1.1 A Mandatory Pre-Bid Conference/Site Visit will be held, Prospective Providers are required to inspect the site prior to submitting a bid.

4.1.2 The City is unable to assume the responsibility of providing printed or verbal directions to the site where the work is to be performed, therefore, Prospective Providers are encouraged to consult a map or an on-line source for directions to the site.

4.1.3 In order to gain the greatest benefit from the visit to the site, Prospective Providers are encouraged to print and review the official solicitation documents prior to submitting the bid for the project.

4.1.4 After Inspection **Prospective Providers** are encouraged to address all questions and concerns in writing to the Contract Specialist tdiones@eastpointcity.org

4.1.5 If Prospective Providers wish to view the Worksite they must provide their own transportation to the Work Site. The City will **Not** provide a vehicle to Worksite.

4.1.6 Prospective Providers may take measurements and make notes if desired. Pictures of the Work Site may also be taken, but for privacy reasons, attendees are asked to refrain from taking pictures of other attendees or other individuals, such as private citizens, other work force members, or City employees, who may be in the general vicinity of the Work Site

4.2 Provide any and all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, certifications, endorsements, etc., required or stipulated by the Federal Government, the State and / or the City

4.2.1 Any and all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, certifications, endorsement, etc., required or necessary to commence and complete the **Scope of Work** in a safe, lawful and professional manner as stipulated herein shall be solely provided by and paid for by the Selected Provider, or their assigned Subcontractor(s) / Sub-subcontractors.

4.2.2 Bid Bonds - All Prospective Providers must submit a Bid Bond from a Surety Agency authorized to do business in the State of Georgia. The Bid Bond must be in an amount equal to ten percent (10%) of the Prospective Provider's total Bid Price. It is preferable that the specific dollar and cents amount equal to ten percent (10%) of the Provider's total Bid Price be written out within the body of the Bond, and that the Bond not simply state "ten percent of the bid amount".

4.2.2.1 Bids submitted without the inclusion of the required Bid Bond or with a Bid Bond of an amount less than ten percent (10%) of the total Bid Price shall NOT be given award consideration by the City.

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4.2.2.2 A **Bid Bond Form** has been included on the City's web site for your convenience, but a Provider may use any legal, valid **Bid Bond Form** they desire.

4.2.3 E-Verify Affidavits - This solicitation is subject to the **Georgia Security and Immigration Compliance Act**. Pursuant to the **Georgia Security and Immigration Compliance Act of 2006**, as amended by **2011 House Bill 67**, Prospective Providers are hereby notified that all solicitations for services or work that is to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractors with the **E-Verify Program**, as well as attestation to each party's continuing and future participation in the **E-Verify Program** as established by the **United States Department of Homeland Security**.

4.2.3.1 In order to ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the **E-Verify Program** from all Prospective Providers, all of a Provider's proposed Subcontractor(s) and all of a Provider's proposed Sub-subcontractor(s) at the time the Prospective Provider's solicitation response is submitted to the City. **Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response.**

4.2.3.2 It is preferable, but not mandatory, that the forms be submitted to the City under separate cover (in a separate envelope), and placed within the Prospective Provider's main submittal package. If used, the separate envelope must be clearly and indelibly marked on the outside "E-Verify Documentation Enclosed".

4.2.3.3 Prospective Providers must attest to compliance with the requirements of **O.C.G.A. §13-10-91** and the **Georgia Department of Labor Rule 300-10-01-.02** by executing the **Contractor's Affidavit**. **Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who does not provide a completed E-Verify Affidavit.**

4.2.3.4 Solicitation responses that are received without such documentation may be considered "non-compliant" and / or "nonresponsive". Any Provider that is unable to provide the City with an E-Verify affidavit will not be eligible for a Contract award.

4.2.3.5 An **E-Verify Contractor's (Prime Offeror's) Form**, an **E-Verify Subcontractor's Form** and an **E-Verify Sub-subcontractor's Form** have been included on the City's web site for your convenience.

4.2.4 S.A.V.E. Affidavit - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, **O.C.G.A. § 50-36-1**, by Federal statute, **8 U.S.C. §1611** and **8 U.S.C. §1621**, and by the **Office of the Attorney General**. Pursuant to these definitions, contract awards by the City of East Point are

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considered "Public Benefits." Beginning on January 1st, 2012, any person(s) awarded a Public Benefit must show a secure and verifiable document, and complete the **S.A.V.E. Affidavit**.

4.2.4.1 Documents which are considered "secure", "verifiable" and therefore "acceptable" have been identified by the **Office of the Attorney General**. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or the Federal Government.

4.2.4.2 The Selected Provider shall be required to execute the **S.A.V.E. Affidavit** verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The **S.A.V.E. Affidavit** has been included on the City's web site for your convenience, but **is only required to be completed by the Selected Provider**.

4.2.5 **Payment Bond and Performance Bond** - The Selected Provider must be able to provide the City with a **Payment Bond** and a separate **Performance Bond** from a Surety Agency authorized to do business in the State of Georgia. Each of these bonds must be equal to one hundred percent (100%) of the total Contract award amount.

4.2.5.1 Prior to the commencement of any Work on the Project, the bonds must be provided to the City's Contracts and Procurement Division.

4.2.5.2 A **Payment Bond Form** and **Performance Bond Form** have been included on the City's web site for your convenience, but the Selected Provider may use any valid **Payment Bond Form** or **Performance Bond Form** they desire.

4.2.6 **Contractor's Qualifications and References Form** - The Selected Provider must be licensed to perform the type of Work designated herein, must not be prohibited by the State of Georgia, in any manner, from performing such Work, and must have the experience the City deems as suitable and necessary to perform the **Scope of Work**. The City reserves the right to require proof of licensing and proof of specific experience from the Selected Provider prior to the commencement of the Work or at any time during the performance of the Work.

4.2.6.1 A **Contractor's Qualifications and References Form** is included as part of this solicitation package. The completed, signed and dated form must be included in the Prospective Provider's solicitation response. Bid responses received without the inclusion of the completed **Contractor's Qualifications and References Form** may not be given award consideration by the City.

4.2.7 **Compliance Bonds** - Prior to the performance of any Work on the Project, the Selected Provider must acquire the required **Compliance Bond(s)**, if such bonds are applicable for the performance of the **Scope of Work** stipulated herein.

4.2.7.1 The City reserves the right to examine the bonds prior to the commencement of the Work on the Project or at any time during the performance of the Work on the Project.

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4.2.7.2 The **Compliance Bond forms** and the City's ordinance regarding the Compliance Bonds have been included on the City's web site for your convenience.

4.2.8 Work Permits / Construction Permits / E.P.A. Permits / Other Miscellaneous Permits - Prior to the performance of any Work on the Project, the Selected Provider must obtain any and all **Permits** required by law and applicable for the performance of the **Scope of Work** stipulated herein.

4.2.8.1 If it is required by law that any such permits are publicly displayed, the Selected Provider shall comply and shall provide the resources necessary for full compliance.

4.2.8.2 The City reserves the right to examine any required permits prior to the commencement of the Work on the Project or at any time during the performance of the Work on the Project.

4.2.9 Certificates of Insurance - The Selected Provider must provide Workmen's Compensation Insurance, Comprehensive General Liability insurance and any other types or forms of insurance required by the City in the amounts stipulated by the City.

4.2.9.1 Valid **Certificates of Insurance** must be furnished to the City's Contracts and Procurement Division prior to the commencement of any Work on the Project.

4.2.9.2 All Certificates of Insurance submitted to the City must bear the City's official Bid Number and the full Solicitation Title to which it is applicable.

4.2.9.3 * NEW REQUIREMENT *** - All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.**

4.2.9.4 A thirty (30) days written notice of cancellation must be provided by the Insurer to the City. A ten (10) day notice of cancellation shall NOT be considered sufficient and shall NOT be acceptable to the City.

4.2.10 Prior to the performance of any Work on the Project, the Selected Provider must provide to the City any and all completed affidavits, forms, or other documentation that is applicable or required by any local, State, or Federal entity in order to receive a Contract award.

4.2.10.1 Where possible, the City shall provide to the Prospective Providers such blank affidavits and forms to be completed and / or written notification of other documentation requirements necessary for Contract award.

4.3 Provide all supervision, administration, labor, and / or manpower necessary to perform the Scope of Work in a safe, lawful, and professional manner.

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4.3.1 Any and all of the supervision, administration, labor, and / or manpower necessary to perform the **Scope of Work** specified herein in a safe, lawful, and professional manner must be solely provided by and lawfully compensated by the Selected Provider or his designated Subcontractor(s) / Sub-subcontractor(s).

4.3.2 Each Prospective Provider must include in their bid submittal response a listing of the proposed Subcontractor(s), if any, and / or the proposed Sub-subcontractor(s), if any, to whom they intend to subcontract and / or sub-subcontract services and / or Work under this Contract, and a listing of the percentage (%) of the total services and / or Work each listed Subcontractor or Sub-subcontractor will perform. The Prime, Selected Provider, must perform a minimum of fifty-percent (51%) of the total services and / or Work.

4.3.2.1 If a Prospective Provider does NOT intend to employ the use of any Subcontractors in the performance of the Work, and intends to perform all of the Work using only their own personnel, then the Prospective Provider must let the City know that they do not intend to employ the use of any Subcontractors. This may be accomplished by the inclusion of a sheet providing such notification in their bid response package.

4.3.3 Any and all Work provided by the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractor(s), must be accomplished by a workforce that has been **E-Verified**, is fully trained, experienced and qualified to perform such Work.

4.3.3.1 If certification and / or licensing are required to professionally perform the **Scope of Work** specified herein, an appropriate number of workforce members must have the required certification and / or licensing.

4.3.3.2 Under no circumstances shall uncertified and / or unlicensed workforce members be permitted by the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractors, to perform Work that must be, by code, ordinance, law, or tradition performed by fully-trained, certified and / or licensed individuals.

4.4 Procure and provide any and all machinery, equipment, parts, tools, materials, and supplies necessary to perform and complete the Scope of Work as stipulated herein, excluding those items to be provided by the City (if any).

4.4.1 The **Scope of Work** for this Project includes providing any and all parts, components, materials, supplies, tools, machinery, or heavy-lifting equipment that may be required in order to perform the Work in a safe, competent, and professional manner.

4.4.1.1 The necessary parts and materials are to be ordered by the Selected Provider after award of the Contract and upon receipt of the City's Notice To Proceed Letter Upon receipt of the parts and materials, and notification of such by the Selected Provider, the Selected Provider **MUST** complete the scope of work within a nine

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(9) month or 270 calendar day period. In the event the work is not completed within this period of time, **Liquidated Damages** as stipulated herein will apply.

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4.4.2 The Selected Provider shall be responsible for obtaining **accurate and exact measurements** of the Work Site and a thorough understanding of the proposed **Scope of Work** prior to ordering and / or procuring and / or obtaining the machinery / equipment / parts / tools / materials / components / supplies necessary to perform the awarded Work. Any and all Work performed must be performed in the highest professional manner possible. A comprehensive understanding of the exact extent of the materials / items to be provided by the City (if any) shall also be required prior to the commencement of the ordering process.

4.4.2.1 Under some circumstances, the Scope of Work provided by the City may contain measurements and / or quantities; however any measurements and / or quantities provided by the City should be understood as "approximate" in nature and provided for the purpose of obtaining comparative Bid Prices ONLY. Any and all measurements and / or quantities provided herein must be verified by the Selected Provider prior to ordering and / or procuring and / or obtaining the machinery / equipment / parts / tools / materials / components / supplies necessary to perform the Work and / or the commencement of any ordering.

4.4.3 Unless otherwise stipulated, the Selected Provider shall be responsible for correctly ordering and / or procuring and / or obtaining the machinery / equipment / parts / tools / materials / supplies necessary to perform all of the work specified herein, **including any heavy-lifting equipment that may be required.**

4.4.3.1 Delays in the work on the Project by the Selected Provider resulting from the lack of necessary machinery / equipment / parts / tools / materials, or supplies, or as a result of the inaccurate ordering of the machinery / equipment / parts / tools / materials / supplies necessary to professionally perform the work on the Project shall not be tolerated by the City and may result in the cancellation of the Contract.

4.4.3.2 The City shall not be responsible for the reimbursement to the Selected Provider of any costs, or any portion thereof, associated with the procurement and / or rental of excess machinery / equipment / parts / tools / materials / supplies, incorrectly ordered machinery / equipment / parts / tools / materials / supplies and / or unusable, unsuitable or obsolete machinery / equipment / parts / tools / materials / supplies.

4.4.4 At a minimum, the items procured for use in the Work on the Project shall conform to the specifications provided by the City, unless otherwise approved by the City in writing prior to the use of the item by the Selected Provider. Reference the attached **Scope of Work** section(s) for specifics and information regarding the materials / items to be provided by the Selected Provider.

4.4.5 Any and all proposed and / or anticipated exceptions, exclusions, deviations, or extra inclusions that differ from the City's expectations and / or specifications must be clearly and concisely noted in the Prospective Provider's bid response.

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4.4.5.1 If the Prospective Provider does NOT anticipate any exceptions, exclusions, deviations, or extra inclusions that differ from the City's expectations and / or specifications, they must clearly note such on a page, sign the page and include it in their bid submittal package.

4.4.6 All Prospective Providers are **REQUIRED** to submit a separate **Materials List** with their bid submittal. Please use sample Exhibit A (attached) when submitting your proposal.

4.4.7 **Four (4) copies of the manufacturer's most recent sales literature and / or technical specifications for the materials, supplies, equipment proposed for use by the Prospective Provider must be provided to the City with the Responder's bid response. Failure to provide this requested documentation may result in your bid being declared "non-responsive" in nature.**

4.4.8 The City reserves the right to request product samples and / or view available color choices, if applicable, prior to the commencement of any Work on the Project.

4.4.9 The items procured for use in the Work on the Project by the Selected Provider shall conform, at the very least, to the minimum specifications / requirements provided by the City, unless otherwise approved, in writing, by the City. **Under no circumstances shall any of the items and / or materials and / or supplies acquired to accomplish this Work be used / recycled and / or re-purposed in any manner, unless such a determination has been deemed "acceptable" by the City in advance. All items / materials / supplies must be in a new and unused condition and manufactured for the intended purpose for which they shall be employed.**

4.5 Prepare the Work Site for the Performance of the Scope of Work

4.5.1 The Selected Provider shall be responsible for preparing the Work Site for the performance of the **Scope of Work**. This shall include the demolition and / or removal of materials and / or components necessary for the performance of the **Scope of Work** and / or the removal of materials and / or components that shall be repaired and / or replaced during the performance of the **Scope of Work**.

4.5.2 Unless reserved for reuse, any debris resulting from the preparation for the performance of the Work on the Project must be completely removed from the Work Site and City property in a prompt and expedient manner. Unless reserved for reuse, debris from the preparation of the Work Site for the performance of the Work cannot be stacked or otherwise stored in any manner on the City's property without prior written approval from the City. Items or components reserved for reuse must be stored in a proper, protected, and safe manner that will protect the value and integrity of the items or components for reuse. Such storage must not create a safety hazard to work crews, City employees, or the Public, or interfere with the efficient performance of the Work on the Project in any manner.

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4.5.3 The Selected Provider shall pay for and be responsible for the lawful and proper removal of any resulting debris and / or discarded materials. Any and all demolished / removed / discarded materials must be disposed of in a manner that is in accordance with all applicable Federal, State, County and / or City ordinances, codes, laws and / or regulations.

4.5.4 The Selected Provider shall pay for and be responsible for providing, erecting and maintaining any and all construction / Work Site barriers, barricades, traffic cones, traffic barrels, roping, rigging, scaffolding, A-frames, erosion control materials, trench or hole reinforcements, safety boxes, safety plates, etc. that may be required to insure a lawful and safe Work Site environment for the Selected Provider's workforce, the workforce of their Subcontractor(s), the City's employees / representatives and / or the Public. O.S.H.A., Department of Labor, and / or E.P.A. requirements and regulations must be met and maintained at all times.

4.5.5 The Selected Provider shall not store any supplies / materials / tools / equipment on the Work Site, unless they shall also assume full and total responsibility for any loss or damage that may occur during storage. Under no circumstances shall the City assume any liability, whatsoever, for any loss or damage that may occur to the Selected Provider's property / supplies / materials while on the Work Site or for those items that have been purchased by the Selected Provider for use in the **Scope of Work**. Furthermore, the Selected Provider shall be responsible for any damage to the Work Site or surrounding areas / properties that may occur as a result of the storage of supplies / materials / tools and / or equipment on the Work Site.

4.5.6 Any and all safety regulations governing the performance of such Work shall be observed by the Selected Provider at all times, and the highest degree of safety possible shall be maintained at all times on the Work Site. The Prospective Provider is strongly encouraged by the City to conduct regular Safety Meetings with their work force and is advised to encourage their Subcontractor(s) and Sub-subcontractor(s) to do the same.

4.6 Perform the Scope of Work to the Complete Satisfaction of the City

4.6.1 The Work Site shall be maintained in a tidy, orderly manner at all times, and shall be cleaned up at the end of every Work Day until the **Scope of Work** has been completed. Equipment, tools, materials, supplies, etc. shall be put away and properly secured prior to leaving the Work Site each day.

4.6.2 The Selected Provider shall be responsible for any damage, deliberate or accidental, that may occur to the City's property or private property as a result of the proper or improper performance of the **Scope of Work** by the Selected Provider and / or their appointed Subcontractor(s) / Sub-subcontractor(s).

4.6.3 Any and all equipment and / or materials incorporated in the performance of the **Scope of Work** by the Selected Provider, or their appointed Sub-contractor(s) and / or Sub-subcontractor(s), shall be used, installed, and / or applied per the manufacturers' specifications and instructions so as not to affect, in any negative manner, the validity of any manufacturers' warranties.

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4.6.4 Any and all work associated with the Project shall be performed between the hours of **8:00 A.M. and sundown., Monday through Friday**. Performance of work during the weekend or holiday shall be between the hours of 9:00am and sundown. The performance of work before 8:00 A.M. or after sundown Monday through Friday, or on weekends or on City observed holidays shall be strictly prohibited by the City unless agreed upon in advance, in writing.

4.6.5 Under no circumstances shall the City be responsible for the payment of overtime compensation to any worker assigned to this Project or for the reimbursement of overtime compensation provided by the Selected Provider or his designated Subcontractor(s) / Sub-subcontractor(s) to any worker assigned to this Project.

4.6.6 The Selected Provider shall be the sole party responsible for the satisfactory performance of the Work, and shall be responsible for the quality and quantity of any work assigned to or performed by Subcontractor(s) / Sub-subcontractor(s).

4.6.7 Any and all work performed by the Selected Provider pursuant to this solicitation or any resultant contract and / or agreement shall be provided in accordance with any and all applicable Federal, State, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant award.

4.6.8 The Work for this Project shall include, but may not be limited to, the tasks detailed in the **Scope of Work** section(s) of this solicitation.

4.6.9 The Selected Provider shall pay for and be responsible for the lawful and proper removal of any resulting debris and / or discarded materials and / or parts that may accumulate during the performance of the Work. Any and all removed / discarded materials or parts must be promptly disposed of in a manner that is in accordance with all applicable Federal, State, County and / or City ordinances, codes, laws and / or regulations, and shall not be collected or reserved or stock piled for disposal at a later date.

4.6.10 Work usual, customary and / or necessary to complete the Project, but not specifically detailed on the attached **Scope(s) of Work** must be included in the work performed by the Selected Provider and, therefore, must be included in the Prospective Provider's Bid Price submittal. **This shall be a "turnkey" Project and shall result in the completion of the Scope of Work in a manner that is suitable to meet the Public's needs and is satisfactory to the City.**

4.6.11 The Selected Provider shall, at all times, make every effort possible to cooperate with other Providers / Contractors who may be working on the site during the same time period. Any necessary coordination or cooperation of work activities with other Providers / Contractors on the Work Site shall be arranged through the City's Representative prior to commencing with that portion of the Work. Any disagreements and /or conflicts with other Providers / Contractors on the Work Site shall immediately be brought to the attention of the City's Representative who shall have the final authority in resolving any disagreements and / or conflicts. Failure to cooperate and work in unison with other Providers / Contractors may result in cancellation of the Contract.

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4.6.12 The **Scope of Work** associated with this Project shall commence following the formal execution of a Contract and no later than ten (10) calendar days following the date of the issuance of the Notice to Proceed (NTP) letter from the City. It is anticipated that the Selected Provider's orders for parts and / equipment will be completed within this timeframe.

4.6.13 The **Scope of Work** associated with this Project shall be **"substantially complete" within two hundred-seventy (270) consecutive calendar days following the Selected Provider's receipt of parts / components / materials necessary to complete the Work. Proof of when the order for the parts was placed and the date the parts were / will be delivered may be required by the City. If the City requests such information, the Selected Provider must provide the information to the City no later than one (1) work day following the date of the City's request. The above-referenced stipulation shall be defined as the "Substantial Completion" milestone.**

4.6.14 **If the Substantial Completion milestone is not met, including inspection and acceptance by the City within the two hundred-seventy (270) consecutive calendar day schedule stipulated herein, the Selected Provider shall be responsible for the payment of five hundred dollars and no cents (\$500.00) per calendar day in Liquidated Damages for each and every calendar day the Work is not completed to the City's satisfaction. The calendar for the completion of the Project shall be activated upon the receipt of the parts, components, equipment by the Selected Provider. The Selected Provider shall place orders for the parts, components, equipment necessary or needed to perform the Work on the Project no later than five (5) calendar days following the date of the issuance of the Notice to Proceed letter from the City.**

4.6.15 For the purpose of this solicitation, a **calendar day** shall be defined as any day of the week beginning on Sunday and continuing through Saturday which appears on a standard Western calendar. Saturdays, Sundays, City holidays, legal holidays, etc. **ARE** all considered **calendar days**. **No exception to this definition shall be made** for religious holidays, legal holidays, national holidays, furlough days, Saturdays and / or Sundays, etc.

4.6.15.1 The City's Liquidated Damages are assessed per **calendar day**.

4.6.15.2 All **calendar days ARE NOT** work days.

4.6.16 For the purpose of this solicitation, a **work day** shall be defined as any day of the week beginning on Monday and continuing through the week until Friday that appears on a standard Western calendar. Saturdays, Sundays, and holidays normally observed by the City of East Point, Georgia, **ARE NOT** considered **work days**, but are calendar days. Legal holidays, religious holidays, national holidays, or furlough days observed by other businesses or government entities, but **NOT** usually observed by the City of East Point, Georgia, shall be classified as both normal **work days** and calendar days.

4.6.16.1 All **work days ARE** calendar days.

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4.6.16.2 A **work day** shall not commence any earlier than 8:00 A.M., and all work on the Project must cease by sundown during the weekday and commence no earlier than 9:00am and cease by sundown during the weekend or holiday.

4.6.16.3 Delays approved in advance, in writing by the City shall not be considered as **work days**, but shall continue to be considered as calendar days.

4.7 Clean up Work Site at the Completion of the Work

4.7.1 The Selected Provider shall be responsible for the final clean-up of the Work Site at the completion of the performance of the Work on the Project and the lawful and proper disposal of any and all debris in the areas resulting from the performance of the **Scope of Work**. All debris shall be disposed of in a manner that is in accordance with all applicable Federal, State, County and / or City ordinances, codes, laws and / or regulations.

4.8 Provide the City with Written Guarantees and Warranties

4.8.1 Any and all product / material warranty information / certificates shall be supplied / provided to the City prior to the issuance of the final payment to the Selected Provider by the City.

4.8.2 If the manufacturer of a product used in the performance of the **Scope of Work** offers a warranty or guarantee that exceeds the three (3) year warranty / guarantee required by the City, the manufacturer's warranty or guarantee shall take precedence over the warranty / guarantee required by the City. If the manufacturer's warranty / guarantee does not include the cost of certain materials or labor for replacement, reinstallation and / or repairs during the initial three (3) years following installation, the Selected Provider(s) shall provide the materials and / or supplies and / or labor for replacement / reinstallation / repairs during this period at no additional cost to the City.

4.8.3 Any and all manufacturer warranties or guarantees shall be conveyed to and transferred to the City at the completion and acceptance of the Work performed.

4.8.4 The warranty period shall officially begin immediately following acceptance of the Project by the City. This shall occur after any and all discrepancies or deficiencies discovered during the inspection process have been rectified by the Selected Provider to the complete satisfaction of the City.

4.8.5 A notarized written guarantee / affidavit stating that all Work performed on the Project was accomplished in a manner that meets or exceeds the highest standards for workmanship / craftsmanship in the business / industry shall be provided to the City by the Selected Provider. This guarantee / affidavit for workmanship / labor / installation shall be valid for a period of time of no less than **three (3) years** from the date of acceptance of the Products / Work by the City.

4.8.6 A written warranty shall be provided to the City that states all workmanship / craftsmanship and the products and materials used shall be free from manufacturing and / or installation and /

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or application defects, defaults and / or deficiencies for a minimum of **three (3) years for materials and products** and shall perform as intended for no less than the stipulated period of time.

4.8.7 Upon the discovery of a defect, default and / or deficiency within the Warranty Period, the City shall immediately provide written notification to the Selected Provider. Upon receipt of notification of a defect, default and / or deficiency, the Selected Provider shall correct or make good the defect, default and / or deficiency in the most expedient manner possible. Any and all such corrective Work shall be performed by the Selected Provider at no additional cost to the City for materials and / or labor.

5.0 CITY'S RESPONSIBILITIES

The City shall be responsible for:

5.1 Issuance of the Notice to Proceed (NTP) letter

5.1.1 Upon execution of the Contract and receipt from the Selected Provider of all required and / or necessary affidavits, bonds, permits, licenses, certifications, etc., and the receipt of the materials, the City shall issue to the Selected Provider a **Notice to Proceed (NTP) letter**.

5.1.1.1 The Selected Provider shall commence work upon the Project by ordering the parts, components, equipment necessary or needed to perform the Work on the Project **no later than five (5) calendar days** following the date of the issuance of the **Notice to Proceed** letter from the City. **Proof of when the order for the parts was placed may be required by the City. If the City requests such information, the Selected Provider must provide the information to the City no later than one (1) work day following the date of the City's request.**

5.1.1.2 The Selected Provider shall be responsible for completion of any and all Work on the Project no later than **two hundred-seventy (270) consecutive calendar days following the Selected Provider's receipt of parts / components / materials necessary to complete the Work. Proof of the date the parts were / will be delivered may be required by the City. If the City requests such information, the Selected Provider must provide the information to the City no later than one (1) work day following the date of the City's request.**

5.2 Providing the Selected Provider with access to the Work Site for the performance of the Scope of Work

5.2.1 Access to the Work Site shall not be provided before 8:00 A.M. or after sundown, Monday through Friday, or at any time of the day on Saturday or Sundays or on City observed holidays, unless otherwise determined necessary by the City and so approved in advance, in writing.

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5.2.2 Parking is adjacent to the Work Site. The Selected Provider, Subcontractor(s), Sub-subcontractor(s) and workforce shall be allowed to park in the space adjacent to the Work Site. The Selected Provider shall assume full responsibility for any and all loss and / or damage that may occur to the vehicles and / or any items contained inside or on the vehicles while they are on City property. Under no circumstances shall vehicles belonging to the Selected Provider, Subcontractor(s), Sub-subcontractor(s) and workforce be left in this area overnight, during holidays or weekends. **NOTE: The Selected Provider's vehicles, those of their Subcontractor(s), those of their Sub-subcontractor(s), and those of their workforces must not block the entrance of any location at any time, regardless of circumstances.**

5.3 Conducting a Final Inspection and issuing a list of any detected defaults / defects / discrepancies to the Selected Provider in the manner and within the time specified herein

5.3.1 If upon the City's final inspection of the Work performed by the Selected Provider defaults, defects, discrepancies, inferior workmanship, or incompleteness are found to exist, the City shall provide the Selected Provider with a listing that shall detail in writing all deficiencies discovered. The listing shall be provided by the City to the Selected Provider **within two (2) work days** after the **Final Inspection** is conducted. Upon receipt of the listing, the Selected Provider shall immediately, and without any undo delay, correct the listed deficiencies or complete the **Scope of Work** as directed by the City.

5.3.2 If the Selected Provider fails to correct the deficiencies or complete the **Scope of Work** in a timely manner, the City shall retain the option of assigning the Work to another Provider and the Selected Provider originally contracted to perform the Work shall be responsible for payment in full and / or reimbursement in full of any and all charges associated with the correction of the deficiencies or the completion of the **Scope of Work**.

5.3.3 Liquidated Damages equal to five hundred dollars and no cents (\$500.00) per calendar day may be assessed during this period of time if applicable.

6.0 LIQUIDATED DAMAGES

6.1 Liquidated damages shall be established at **five hundred dollars and no cents (\$500.00) per calendar day** for failure to complete this Project within the **two hundred-seventy (270) consecutive calendar day** work schedule, excluding City-observed holidays and delays approved, in writing, in advance by the City of East Point.

6.2 For the purpose of this solicitation, a **calendar day** shall be defined as any day of the week beginning on Sunday and continuing through Saturday which appears on a standard Western calendar. Saturdays, Sundays, City holidays, legal holidays, etc. **ARE** all considered **calendar days**. **No exception to this definition shall be made** for religious holidays, legal holidays, national holidays, furlough days, Saturdays and / or Sundays, etc.

6.2.1 The City's Liquidated Damages are assessed per **calendar day**.

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6.2.2 All calendar days ARE NOT work days.

6.3 For the purpose of this solicitation, a **work day** shall be defined as any day of the week beginning on Monday and continuing through the week until Friday that appears on a standard Western calendar. Saturdays, Sundays, and holidays normally observed by the City of East Point, Georgia, **ARE NOT** considered **work days**, but are calendar days. Legal holidays, religious holidays, national holidays, or furlough days observed by other businesses or government entities, but **NOT** usually observed by the City of East Point, Georgia, shall be classified as both normal **work days** and calendar days.

6.3.1 All work days ARE calendar days.

6.3.2 A **work day** shall not commence any earlier than 8:00 A.M., and all work on the Project must cease by sundown.

6.3.3 Delays approved in advance, in writing by the City shall not be considered as **work days**, but shall continue to be considered as calendar days.

7.0 EXAMINATION OF SOLICITATION DOCUMENTATION

7.1 Prospective Providers shall carefully review the solicitation documents and shall promptly notify the City of East Point's Contracts and Procurement Division, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications or errors that may be discovered upon examination of the documents. The Contracts and Procurement Division may be contacted by email at tdjones@eastpointcity.org or by fax at **404.270.7824**. All correspondence must reference the applicable **Bid Number** and be as specific as possible in describing the **page number, location** and **manner** of the suspected ambiguity, inconsistency, restrictive specification or error. If communication with the City is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the Contracts and Procurement Division.

8.0 PRE-BID CONFERENCE AND SITE VISIT

8.1 All Prospective Providers are encouraged to inspect the worksite prior to submitting a bid.

8.2 A Pre-Bid Conference/Site Visit **WILL** be held June 23, 2017 at 3:00pm, Prospective Providers are required to inspect the site at 2222 Ben Hill Road, East Point Georgia.

9.0 INQUIRIES, CLARIFICATIONS, AND REQUESTS

9.1 From the date of issue to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: tdjones@eastpointcity.org. If it is deemed necessary for contact to be made with other parties within the City, Contracts and Procurement shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with other City personnel, or elected or appointed**

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officials during the solicitation process to inquire about or discuss this open solicitation will be immediately disqualified from participation and consideration for award.

9.2 Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the Bid Due Date must be submitted in writing to **Mr. Tron D. Jones**, Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "**Inquiry Enclosed**" to differentiate such parcels from those containing final bid submittals. **The deadline for receipt of any and all such inquiries is twelve o'clock noon (12:00 P.M.) on Wednesday, June 28, 2017.** Please note, this is NOT the Bid Due Date.) Electronically submitted (faxed and / or emailed) requests for changes and / or time extensions shall be given consideration if they are concise, clearly worded, and submitted to the City in a timely manner. If communication with the City is achieved via facsimile, please include a cover sheet to ensure receipt of correspondence by the Contracts and Procurement Division.

9.3 Any written inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process, or the award of the Contract and are received by the City in a timely manner shall be answered in numbered addenda issued by the City of East Point, Georgia. The City of East Point reserves the right to not respond to verbal inquiries. In addition the City of East Point reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the City's opinion, to be designed to impede or disrupt the solicitation process.

9.4 The City usually posts addendums no later than seventy-two (72) hours prior to the established or amended Bid Due Date. For this reason, haste in submitting your response to the City is not encouraged. **The City anticipates issuing addenda for this solicitation no later than Close of Business (5:00 P.M.) on Wednesday, July 5, 2017.**

10.0 VERBAL COMMUNICATION

10.1 From the date of issuance to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: tdjones@eastpointcity.org. If it is deemed necessary for contact to be made with another party within the City, Contracts and Procurement shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with other City personnel, or elected or appointed officials during the solicitation process to inquire about or discuss this open solicitation will be immediately disqualified from participation and consideration for award.**

10.2 The City, its agents, representatives and / or employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. Valid interpretations, corrections, additions, or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions, or deletions of the content of the solicitation

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documents implied, or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions, or deletions in the preparation of their solicitation responses.

10.3 Any written inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the City in a timely manner shall be answered in numbered addenda issued by the City of East Point, Georgia. The City of East Point reserves the right to not respond to verbal inquiries. In addition the City of East Point reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the City's opinion, to be designed to impede or disrupt the solicitation process.

11.0 ALL-INCLUSIVE PRICING

11.1 The Bid Price provided by the Prospective Provider **must be all-inclusive**, and is to be the **total price** to be paid by the City of East Point for the work performed on the Project regardless of the costs associated with obtaining, maintaining, or performing the Work stipulated herein. The Selected Provider shall be solely responsible for any and all of the costs associated with obtaining and maintaining affidavits, licenses, certificates, fees, permits, bonds, and / or insurance required in order to perform the Work; any and all of the costs associated with labor, personnel, supervision and / or administration necessary to perform the Work; any and all of the costs associated with lodging, meals, per diem charges, honorariums and / or incidental expenditures incurred by the required or requested personnel; any and all of the costs associated with shipping, transportation, delivery and / or mailing charges incurred in order to perform the Work; any and all of the costs associated with any and all machinery, equipment, tools, materials, goods and / or supplies necessary to perform the Work; and any and all of the costs associated with Work Site preparation, set up, installation, tear-down, demolition, interfacing, integration, software, hardware, training, customer service and / or customer support necessary to perform the Work as specified in the Work in an efficient, lawful and professional manner of the highest standards.

11.2 All pricing submitted to the City must be **F.O.B. East Point, Georgia** and must exclude mailing, shipping or delivery costs, freight or transportation charges and taxes of any type.

12.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

12.1 Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered "non-conforming" and / or "non-compliant" and / or "non-responsive" in nature and are subject to disqualification from award consideration.

12.2 The following items must be returned as part of your solicitation response package. Failure to submit **all** of the requested documentation listed below shall subject your bid response to disqualification from award consideration.

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12.2.1 A two (2) envelope bid response is preferred by the City, but is not mandatory. If a two (2) envelope bid response is submitted, both envelopes may be placed inside of a larger envelope, or taped together, or affixed to one another in a similar fashion.

12.2.2 IN THE FIRST ENVELOPE – Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response. It is preferred that the forms be submitted to the City under separate cover (in a separate envelope), and placed within the Prospective Provider’s main submittal package. The separate envelope must be clearly and indelibly marked on the outside “E-Verify Documentation Enclosed”, and shall be opened to verify the Prospective Provider’s full compliance to the E-Verify Program at the Bid Opening. Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor’s Affidavit. Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who does not provide a completed E-Verify Affidavit.

12.2.2.1 Solicitation responses that are received without E-Verify Affidavits may be considered “non-compliant” and / or “nonresponsive” and may not receive award consideration by the City. Providers who, upon further inquiries and request for the affidavit(s), are not able to provide E-Verify Affidavit(s) to the City will not be given award consideration.

12.2.2.2 A completed, signed and notarized S.A.V.E. Affidavit – One (1) signed and notarized original S.A.V.E. Affidavit may also be placed in the FIRST ENVELOPE. Please note: The completed, notarized S.A.V.E. Affidavit is only required from the Selected Provider, but must be received by the City before award recommendation can be made by the Requesting Department.

12.2.2.3 An E-Verify Contractor’s (Prime Offeror’s) Form, an E-Verify Subcontractor’s Form, an E-Verify Sub-subcontractor’s Form and a S.A.V.E. Form have been included on the City’s web site for your convenience.

12.2.3 IN THE SECOND ENVELOPE - The completed and signed **Bid Price Sheet** – One (1) signed original and three (3) identical photocopies of the same. This should be the top page of your solicitation response.

12.2.3.1 It is preferred, but not mandatory, that the Provider’s solicitation response shall be in a second envelope separate from the envelope containing the E-Verify Affidavit.

12.2.3.2 This second envelope shall contain the Provider’s original bid response and three (3) photocopied of the bid response identical to the original. Exhibit A (attached) should be completed and submitted with your proposal. If necessary, additional envelopes may be used for the photocopies,

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but must be appropriately marked as "BID COPIES". The second envelope must also contain the following documents to be in compliance:

- The completed and signed **Contractor's Qualifications and References Form**
– One (1) signed original and three (3) photocopies of the same.
- A completed and signed **Listing of Proposed Subcontractor(s) and Proposed Sub-subcontractor(s)**, if any are to be employed, and the percentage (%) of work each will be assigned. This should be a comprehensive listing of those to whom you intend to subcontract and / or sub-subcontract services and / or work under this Contract – One (1) signed original and three (3) photocopies of the same.
- A completed, signed and notarized **Bid Bond Form** valid for ten percent (10%) of total stated bid amount – One (1) signed original and three (3) photocopies of the same.
- A completed, signed Materials List containing, at a minimum, the five (5) columns of detail listed below – One (1) signed original and three (3) photocopies of the same.
 - 1) the description (name / brand / type) of each material to be used to complete the Project;
 - 2) the usual and customary unit of measure (UOM) for each of the materials;
 - 3) the Provider's cost per UOM for each of the materials;
 - 4) the quantity / amount of each of the materials necessary to complete the Project;
 - 5) the total cost (column 3 x column 4) for each of the materials necessary to complete the Project.

The **Materials List** must also contain a Grand Total which shall represent the actual anticipated cost of materials for the Project. Prospective Providers shall not add or include on the **Materials List** such items as "miscellaneous items", "incidental charges", "unexpected costs", "profit", "labor", "administrative costs", "markup", etc.

- Copies of the manufacturer's most recent sales literature and / or technical specifications for the materials, supplies, equipment and / or parts proposed for use by the Prospective Provider and stipulated on the Prospective Provider's

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Materials List – One (1) set of originals with the Provider's name prominently affixed thereto, and three (3) photocopies of the same.

- A completed Deviations / Exceptions List containing a listing of any and all items / components / Work that are included in the items your company intends to provide that are not as specified and / or stipulated by the City. This listing must be all-inclusive and the specific deviation / exception must be very clearly stated – One (1) response set of originals with the Provider's name prominently affixed thereto and clearly marked "ORIGINAL", and three (3) photocopy response sets of the originals, each clearly marked "COPY".
- **If the Prospective Provider does NOT anticipate any exceptions, exclusions, deviations, or extra inclusions that differ from the City's expectations and / or specifications, they must clearly note such on a page, sign the page and include it in their bid submittal package.**
- Failure of a Prospective Provider to include ALL of these documents with their bid response may result in the Responder's submission being declared "non-responsive" in nature.

12.3 PLEASE NOTE: It is preferred by the City that a valid solicitation response shall consist of one (1) envelope containing the E-Verify Affidavits, and a second envelope containing one (1) signed, unbound set of original paperwork conspicuously marked "Original" and three (3) sets of bound photocopies that are identical to the original paperwork and conspicuously marked "Copy". A single envelope solicitation response may be submitted, but it must contain ALL of the requested documentation specified by the City. Failure to submit ALL of the required documentation specified herein or failure to provide E-Verify Affidavits, identical bound copies of the original materials, a Materials Listing, and / or an adequate Bid Bond may result in the disqualification of your submittal from award consideration.

12.4 The envelope(s) containing the complete bid response **must** be placed in an outer sealed, opaque envelope / package and clearly marked as follows:

"Bid No. 2017-1644

Contract for the Construction of Fire Station #4, a Prefabricated Burn Tower and Demolition of the Existing Fire Station

Bid Due Date: 3:00 P.M., Wednesday, July 12, 2017"

12.5 The outside of the envelope / package must contain the **name, address and a valid contact telephone number** for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must also be clearly notated "**Bid Response Enclosed**" on the outside to differentiate these parcels from those containing questions or inquiries.

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12.6 All solicitation responses must be addressed / delivered to the following:

**Mr. Tron D. Jones
Contracts and Procurement Division
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344
Telephone: 404.559.6375**

12.7 This is a sealed bid solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Any and all responses received in such a manner shall be destroyed in an unopened, unread condition by the City upon receipt. Simple quotations for the work to be performed in this solicitation shall not be accepted.

13.0 TIMELY RECEIPT AND DELIVERY RESPONSIBILITY

13.1 Time is of the essence; therefore, solicitation responses must be received by the City **no later than 3:00 P.M. on Wednesday, July 12, 2017, hereafter referred to as the Bid Due Date, or the Solicitation Due Date.**

13.2 Each Prospective Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to another person, department or location within the City. Solicitation responses delivered to the Contracts and Procurement Division after the time and / or date specified herein shall not be opened nor given award consideration and shall be destroyed, in an unopened, unread condition by the City.

14.0 ADDENDA

14.1 Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum **ONLY**. Interpretations, corrections, additions or deletions of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

14.2 If required, addenda shall be issued to all Prospective Providers who are on record as having received the solicitation documents. Distribution of the addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall also be made available, free of charge, to all Prospective Providers on the City's web site located at <http://www.eastpointcity.org>.

14.3 Before submitting a solicitation response. Prospective Providers must ascertain that all addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to

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assure they have received any and all addenda, and the City shall not be held responsible for any oversight and / or omission on the part of the Prospective Provider.

14.4 Prospective Providers are discouraged from contacting the City for information regarding the schedule for the issuance of numbered addenda, addenda content, addenda requirements, etc. **The City shall not be able to entertain any such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired.** All numbered addenda, in their entirety, shall be made available, free of charge, to all Prospective Providers on the City's web site located at <http://www.eastpointcity.org>.

14.5 The City usually posts addendums no later than seventy-two (72) hours prior to the established or amended Bid Due Date. For this reason, haste in submitting your response to the City is not encouraged. **The City anticipates issuing addenda for this solicitation no later than Close of Business (5:00 P.M.) on Wednesday July 5, 2017.**

14.6 Responses that are prepared and submitted by Prospective Providers without benefit of the data and / or information contained in any and all issued addenda shall be considered "non-conforming" and / or "non-compliant" and / or "non-responsive" in nature and may not be given award consideration by the City.

15.0 VALIDITY OF RESPONSES

15.1 All responses submitted **must** be valid for a minimum of one hundred and eighty (180) days from the Bid Due Date. All responses shall be irrevocable for this period of time, until the City officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company's response or rejects all responses, or officially cancels this solicitation, whichever shall first occur. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 17.0** for further details regarding the circumstances.

15.2 If the solicitation involves or is based upon a Contract for Services, the Provider's terms, the deliverables and the submitted price(s) must be valid, at a minimum, for the entire initial term of the Contract, unless otherwise stated herein.

16.0 WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES

16.1 By submitting a response to this solicitation, the Prospective Provider agrees to and attests to the understanding that a sealed response may **not** be modified, withdrawn nor cancelled by the Prospective Provider **after** the time and date designated for receipt of responses has passed. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 17.0** for further details regarding the circumstances.

16.2 **Before** the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Provider by providing notice to the Contracts and Procurement Division. Such notice shall be in writing over the signature of the Prospective Provider, or as

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otherwise determined satisfactory by the Director of Contracts and Procurement. The requesting Prospective Provider may designate that the withdrawn or cancelled response be destroyed in an unopened condition by the Contracts and Procurement Division, or returned, unopened, to the Prospective Provider. If the Prospective Provider designates to have the response returned, unopened, the Prospective Provider must arrange to pick up the unopened solicitation response. Under no circumstances shall withdrawn or cancelled responses be returned to the Prospective Provider at the City's effort or expense.

16.3 Sealed responses that are withdrawn or cancelled shall not be opened on City property or in the presence of competing Prospective Providers, nor shall the contents of withdrawn or cancelled responses be discussed with competing Prospective Providers. **Violation of this condition shall result in the immediate disqualification of all Prospective Providers who participate in such actions. Based upon the severity of the offense, the City may make a determination to bar the offending Providers not only from this solicitation but also from participation in future solicitations for a period of time to be determined and specified by the City.**

16.4 Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Provider up until the time and date designated as the Bid Due Date.

17.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS

17.1 After the opening of the solicitation, mistakes or errors that are discovered by the City, Participating Providers or other interested parties may be corrected or a withdrawal of the solicitation response may be allowed in accordance with the provisions of this section.

17.2 Any obvious clerical mistakes, included but not limited to an error in the calculation of a price extension or percentage, the placement of a decimal point, the unintentional reversal of prices or percentages, incorrect FOB destination, or incorrect FOB point of originality may be corrected by the City in the Prospective Provider's original solicitation response after written verification that a clerical mistake did occur is received by the City from the Prospective Provider.

17.3 Corrections of other errors may be allowed following a written determination **by the City** that **all of the following conditions** have been adequately met:

- Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and
- The solicitation response **both as received and as actually intended** is the lowest priced response received.

17.4 If, **in the City's opinion**, there is a **significant and obvious disparity** between the price of the lowest priced Provider and all of the other Prospective Providers, the lowest priced Provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next lowest priced, responsive, responsible Provider.

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17.5 If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective Provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the City, such a Prospective Provider shall forfeit their bid security and / or be barred from participating in future solicitations conducted by the City.

18.0 NON-REIMBURSEMENT OF EXPENSES

18.1 The City shall not be held liable or responsible for the reimbursement or payment of any cost(s) incurred by Prospective Providers in the preparation or provision of responses to this solicitation or any other solicitation issued by the City of East Point, Georgia.

19.0 PUBLIC OPENING AND DISCLOSURE

19.1 Properly identified responses received on time shall be publicly opened and the Prospective Providers' names and bid amounts read aloud in public. A **Bid Tabulation Sheet** shall be prepared by the Contracts and Procurement Division and made available via email to Prospective Providers and others who submit an emailed request for the information after the Bid Due Date. Contents and details of submitted responses may not be examined by or divulged to competing Prospective Providers or the general public until after a Provider has been selected by the City and a legally binding Contract has been negotiated and entered into or a Purchase Order for the goods / work and / or service(s) has been issued by the City.

19.2 After the official Due Date, any and all responses and supportive / accompanying materials shall become the property of the City of East Point, Georgia, unless submitted as proprietary material and **so marked as such by the submitting party in a clear and unmistakable manner. Proposals submittals that contain a majority of material marked as proprietary shall not be accepted by the City nor given award considered.**

19.3 All responses shall be handled in a confidential nature, but submitted materials may be subject to disclosure under various **Freedom of Information** and **Public Disclosure** acts. Review of responses shall be made available to competing Prospective Providers, other interested parties, and the general public after a Selected Provider has been selected by the City and a legally binding Contract has been negotiated and entered into and / or a Purchase Order for the goods, work or services has been issued and accepted. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the City's Municipal Code. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

19.4 Inquiries regarding previously existing contracts, solicitations previously issued to the Public, current or active City contracts and /or current Purchase Order procurements or other Open Records Requests (ORR's) should be directed to the City Clerk's Office by telephoning 404.270.7100. Due to City policy, the Contracts and Procurement Division is unable to directly assist you in such matters.

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20.0 RESERVATION OF RIGHTS

20.1 This solicitation constitutes an invitation to submit bid prices for consideration to the City of East Point, Georgia. Without limitation or penalty, the City of East Point, Georgia, reserves and holds at its sole discretion, the reservation of any and all rights contained herein.

20.2 By responding to this solicitation, the Prospective Provider acknowledges and consents to be bound by the terms and conditions set forth herein.

21.0 RIGHT TO AMEND SOLICITATION

21.1 The City reserves the right, without prior notice of any kind, to supplement, amend, or otherwise modify this solicitation in any manner that is deemed in the best interest of the City.

21.2 The City reserves the right to change and / or alter the schedule for any events associated with this solicitation and / or any dates contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the City.

21.3 The City reserves the right to add to and / or delete from the **Scope of Work** and / or **Scope of Service** and / or **Line Items** and / or **requirements** and / or **specifications** set forth and contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the City.

21.4 A Prospective Provider by submitting a response to this solicitation agrees to be bound by any modifications made by the City.

22.0 RIGHT TO WAIVE TECHNICALITIES / INFORMALITIES

22.1 The City reserves the right to waive any and all technicalities and / or minor informalities contained in the solicitation that it deems are not in the best interest of the City.

22.2 The City reserves the right to waive any and all technicalities, minor informalities and / or irregularities contained in the responses to this solicitation.

23.0 RIGHT TO REQUEST ADDITIONAL INFORMATION / PRESENTATIONS

23.1 The City reserves the right to request Prospective Providers to submit additional information and / or to send representatives for interviews and / or presentations if deemed necessary or advantageous.

24.0 RIGHT TO CONDUCT INVESTIGATIONS AND / OR VISITATIONS

24.1 The City reserves the right to conduct investigations of the Prospective Providers and their responses to this solicitation, including the verification of any and all references or documentation provided therein, and to request additional evidence to support the information included in any such response.

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24.2 The City, including its representatives and consultants, reserve the right to visit and examine any and all of the facilities referenced in any response and to observe and / or investigate the operations of any such facilities.

25.0 RIGHT TO ENTER INTO NEGOTIATIONS

25.1 To the extent deemed appropriate by the City **and permitted by the City's Procurement Code**, the City may select and enter into discussions and negotiations with Prospective Providers who have submitted responses which are found to be reasonably susceptible for award.

25.2 The City reserves the right to discontinue negotiations with any selected Prospective Provider at any time, with or without providing notice, with or without stating cause.

26.0 RIGHT TO REJECT RESPONSES / PROVIDERS

26.1 The City reserves the right to accept or reject any or all responses, or any portions or components thereof, or to eliminate any or all Prospective Providers responding to this solicitation from further consideration for this procurement, and to duly notify any and all such Prospective Providers of the City's determination in the manner the City's deems the most convenient.

26.2 The City reserves the right to reject responses that are submitted using a form and / or format other than the form and / or format stipulated herein and / or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming in nature.

27.0 RIGHT TO ELIMINATE NON-RESPONSIVE PROVIDERS

27.1 The City reserves the right to eliminate from consideration any or all Prospective Providers who submit an incomplete and / or inadequate response or who are not responsive to any and / or all of the requirements of this solicitation.

28.0 RIGHT TO CANCEL SOLICITATION

28.1 This solicitation does not obligate the City to select, procure and / or contract for any goods and / or services whatsoever.

28.2 The City reserves the right to cancel this solicitation, with or without the substitution of another solicitation, and, if so desired, to terminate this procurement in its entirety at any time. Cancellation of this solicitation may occur with or without cause and with or without prior notification. Cancellation of this solicitation, with or without substitution, shall not result in any liability to any Prospective Provider for any reason whatsoever.

29.0 CONTRACT AWARD

29.1 It is the intent of the City to award a Contract to the lowest priced, responsive, responsible Provider(s) for the procurement of the items specified herein, provided the response submitted by the

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lowest priced, responsive, responsible Provider(s) has / have been submitted in accordance with and meets the requirements stipulated in the solicitation package. Only after consideration of any and all determining factors shall the lowest priced, responsive, responsible Provider(s) be determined. At its discretion, the City may award a Contract to one (1) or more Providers, as is deemed in the best interest of the City.

29.2 The City may request or require additional information from and / or a meeting with Prospective Providers before making a final determination of award. Any Prospective Provider who refuses to and / or fails to provide such requested information and / or to meet with the City within the time period stipulated by the City shall be eliminated from award consideration.

29.3. Prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) shall be required to enter into a legally binding written **Agreement** or **Contract** or accept a legally binding **Purchase Order** with the City of East Point, Georgia, based upon the requirements, specifications, drawings, terms and / or conditions contained herein and / or stipulated by the City. In addition, prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) must submit proof to the City of any and all required insurance, affidavits, licenses, certifications, permits, bonds etc. necessary or required herein.

30.0 VENDOR / PROVIDER PROTESTS

30.1 Any actual or Prospective Provider, Bidder, Offer, Contractor, Subcontractor or Sub-subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a Contract shall protest to the Contracts and Procurement Division, **Mr. Tron D. Jones**, via email at tdjones@eastpointcity.org or via fax at **404.270.7824**. A protest with respect to an Invitation for Bids (ITB), Request for Proposals (RFP) or Request for Qualifications (RFQ) must be submitted to the Contracts and Procurement Division in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but under no circumstances after five (5) calendar days of **Notification of Award** of the contract. The City's Municipal Code shall govern all such matters. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

31.0 INSURANCE REQUIREMENTS

31.1 The Selected Provider shall maintain general liability, automobile bodily injury liability and professional liability insurance, issued by an insurance company licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and / or service(s) and obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors or other designees, as additional insured, (with the exception of Workers' Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to East Point's Contracts and Procurement Division a **Certificate of Insurance** reflecting such coverage prior to shipping and / or providing any goods and / or the commencement of work and / or services contemplated in this solicitation.

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31.2 The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) day notice to the City of East Point, Georgia.

31.3 * NEW REQUIREMENT ***** - All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.

31.4 All policies issued in regard to this solicitation must clearly reference the City's solicitation number and the official title of the awarded solicitation.

32.0 HOLD HARMLESS REQUIREMENT

32.1 Neither the City, its staff, its representatives, nor any of its consultants and / or attorneys shall be liable for any claims and / or damages resulting from the invitation, advertisement, collection, review, evaluation and / or tabulation of responses to this solicitation.

32.2 The Selected Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors, representatives or agents of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and / or work and / or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute of limitation.

33.0 NONDISCRIMINATORY REQUIREMENTS

33.1 The Selected Service Provider agrees that in connection with the performance of providing the goods and / or work and / or service(s) under this solicitation or any resultant contract, the Provider (and / or his Subcontractor[s] and / or Supplier[s]) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual preference, ethnicity, national origin and / or disability. The aforesaid provision shall include, but shall not be limited to, the following: employment, promotion, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, overtime or compensatory time consideration and / or any other forms of compensation, and / or selection for training, including apprenticeship. The Provider (Subcontractor[s] / Supplier[s]) agrees to post statements of non-discrimination practices in conspicuous places, available for employees and applicants for employment to see that clearly sets forth the provisions of this nondiscrimination practices clause.

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34.0 ETHICS REQUIREMENTS

34.1 Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of **any monetary value whatsoever** to any official, employee, representative and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation. Violation of this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider's representative(s) and the City employee(s), if found to be compliant or in complicity and / or collusion therewith.

34.2 No Public Official, employee, representative and / or agent of the City shall gain any form or type of personal or financial benefit from a decision relating to the award of this contract.

34.3 No public official, employee, representative and / or agent of the City of East Point shall engage in any discussions with Prospective Service Providers or others that may influence, in any manner, pro or con, the award of this contract. Discussions or conversations for the legitimate purpose of investigating the soundness or qualifications of a potential Selected Provider to perform as required under the terms and conditions of a proposed City's contract shall, by their nature, be exempt.

34.4 Any and all Selected Service Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of **Part 2, Chapter 4, and Ethics Policy** of the **Code of Ordinances** of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk's Office by telephoning 404.270.7100 or on-line by visiting <http://www.municode.com/>. The City's **Code of Ordinances** may also be found on the City's web site under the **Featured Links** heading "**City Ordinances Online**".

END OF PART I. SOLICITATION TERMS AND CONDITIONS

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PART II. SCOPE OF WORK**

1.0 INTRODUCTION

1.1 The Work assigned to this Contract shall be understood to include, without exception, any and all actions / work / services necessary to perform the construction of fire station #4, a prefabricated burn tower and demolition of the existing fire station. The Work shall include any and all actions / work / services necessary to accomplish the City's request for the construction of fire station #4, a prefabricated burn tower and demolition of the existing fire station. The Selected Provider is expected to provide any and all parts, components, supplies, materials, tools, machinery, and equipment, including any necessary or needed heavy-lifting equipment that may be necessary or needed in order to perform the Work in a safe, competent and professional manner. In addition, the Selected Provider is expected to provide any and all administrative support, supervision and man power necessary or needed to accomplish the tasks required to perform the Work. **Prospective Providers are expected to bid on the satisfactory accomplishment of this goal when submitting a bid for this solicitation, and not the actual step-by-step actions contained herein.**

2.0 LOCATION OF WORK SITE

2.1 The Work Site is located at 2222 Ben Hill Road, East Point, GA 30344.

3.0 GENERAL REQUIREMENTS

3.1 The Selected Provider, acting as an Independent Contractor and not as an agent, representative, or employee of the City of East Point, understands that they shall be responsible for the complete construction of fire station #4, a prefabricated burn tower and demolition of the existing fire station. Performance of the Work on this Project shall include the complete removal and disposal of any resulting debris. Debris from the performance of the Work must be disposed promptly in a lawful and efficient manner and in accordance with any and all applicable Federal, State, and local laws or regulations.

3.1.1 Before commencing with any Work at the Work Site, the Selected Provider must enter into a legally-binding written Contract with the City and / or accept the City's Purchase Order for the Work to be performed.

3.1.2 Before commencing with any Work at the Work Site, the Selected Provider must provide proof of business license, proof of insurance, any and all necessary bonds, affidavits, permits, licenses, or certifications that may be required by City, Federal, State, or local regulations in order to perform the required Work.

3.1.3 Upon execution of the Contract or acceptance of the City's Purchase Order and the City's receipt from the Selected Provider of proof of the required and / or necessary bonds, affidavits, permits, licenses, certifications, etc., the City shall issue to the Selected Provider a **Notice to Proceed (NTP)** letter. Before commencing with any Work on the Project or at the Work Site, the Selected Provider must be in receipt of the dated, written **Notice to Proceed (NTP)** from the City.

3.1.4 Before commencing with any Work at the Work Site, a minimum of two (1) City of

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East Point Fire Department staff members must be present to inspect the Work Site and the preparations for the commencement of the Work at the Work Site and to witness the actual beginning of the Work by the Selected Provider.

3.1.5 After the commencement of the Work, if the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractor(s), assigns personnel to the workforce who do not speak English fluently, then there shall also be assigned to the workforce at least one (1) person in a position of authority and responsibility who is a legal representative of the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractor(s), who has the ability to fluently translate directions, orders or instructions from English to the most fluent language of the non-English speaking workforce members. When such work force members are present at the Work Site, this representative must also be present, available and able to provide direction in the most fluent language when and as needed.

4.0 SELECTED PROVIDER'S RESPONSIBILITIES / REQUIREMENTS

For award consideration, the Selected Provider(s) shall be **required** to:

4.1 All Prospective Providers must inspect the Work Site prior to submitting a bid.

4.1.1 All Prospective Providers are required to inspect the worksite prior to submitting a bid. A Pre-Bid Conference/Site Visit **WILL** be held, Prospective Providers are required to inspect the site at 2222 Ben Hill Road, East Point, Georgia 30344.

4.2 Provide any and all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, certifications, endorsements, etc., required or stipulated by the Federal Government, the State and / or the City

4.2.1 Any and all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, certifications, endorsement, etc., required or necessary to commence and complete the **Scope of Work** in a safe, lawful and professional manner as stipulated herein shall be solely provided by and paid for by the Selected Provider, or their assigned Subcontractor(s) / Sub-subcontractors.

4.2.2 Bid Bonds - All Prospective Providers must submit a Bid Bond from a Surety Agency authorized to do business in the State of Georgia. The Bid Bond must be in an amount equal to ten percent (10%) of the Prospective Provider's total Bid Price. It is preferable that the specific dollar and cents amount equal to ten percent (10%) of the Provider's total Bid Price be written out within the body of the Bond, and that the Bond not simply state "ten percent of the bid amount".

4.2.2.1 Bids submitted without the inclusion of the required Bid Bond or with a Bid Bond of an amount less than ten percent (10%) of the total Bid Price shall NOT be given award consideration by the City.

4.2.2.2 A Bid Bond Form has been included on the City's web site for your convenience, but a Provider may use any legal, valid **Bid Bond Form** they desire.

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4.2.3 E-Verify Affidavits - This solicitation is subject to the Georgia Security and Immigration Compliance Act. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, as amended by 2011 House Bill 67, Prospective Providers are hereby notified that all solicitations for services or work that is to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractors with the E-Verify Program, as well as attestation to each party's continuing and future participation in the E-Verify Program as established by the United States Department of Homeland Security.

4.2.3.1 In order to ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the E-Verify Program from all Prospective Providers, all of a Provider's proposed Subcontractor(s) and all of a Provider's proposed Sub-subcontractor(s) at the time the Prospective Provider's solicitation response is submitted to the City. **Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response.**

4.2.3.2 It is preferable, but not mandatory, that the forms be submitted to the City under separate cover (in a separate envelope), and placed within the Prospective Provider's main submittal package. If used, the separate envelope must be clearly and indelibly marked on the outside "E-Verify Documentation Enclosed".

4.2.3.3 Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor's Affidavit. Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who does not provide a completed E-Verify Affidavit.

4.2.3.4 Solicitation responses that are received without such documentation may be considered "non-compliant" and / or "nonresponsive". Any Provider that is unable to provide the City with an E-Verify affidavit will not be eligible for a Contract award.

4.2.3.5 An E-Verify Contractor's (Prime Offeror's) Form, an E-Verify Subcontractor's Form and an E-Verify Sub-subcontractor's Form have been included on the City's web site for your convenience.

4.2.4 S.A.V.E. Affidavit - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, O.C.G.A. § 50-36-1, by Federal statute, 8 U.S.C. §1611 and 8 U.S.C. §1621, and by the Office of the Attorney General. Pursuant to these definitions, contract awards by the City of East Point are considered "Public Benefits." Beginning on January 1st, 2012, any person(s) awarded a Public Benefit must show a secure and verifiable document, and complete the S.A.V.E. Affidavit.

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4.2.4.1 Documents which are considered "secure", "verifiable" and therefore "acceptable" have been identified by the **Office of the Attorney General**. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or the Federal Government.

4.2.4.2 The Selected Provider shall be required to execute the **S.A.V.E. Affidavit** verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The **S.A.V.E. Affidavit** has been included on the City's web site for your convenience, but **is only required to be completed by the Selected Provider.**

4.2.5 Payment Bond and Performance Bond - The Selected Provider must be able to provide the City with a **Payment Bond** and a separate **Performance Bond** from a Surety Agency authorized to do business in the State of Georgia. Each of these bonds must be equal to one hundred percent (100%) of the total Contract award amount.

4.2.5.1 Prior to the commencement of any Work on the Project, the bonds must be provided to the City's Contracts and Procurement Division.

4.2.5.2 A **Payment Bond Form** and **Performance Bond Form** have been included on the City's web site for your convenience, but the Selected Provider may use any valid **Payment Bond Form** or **Performance Bond Form** they desire.

4.2.6 Contractor's Qualifications and References Form - The Selected Provider must be licensed to perform the type of Work designated herein, must not be prohibited by the State of Georgia, in any manner, from performing such Work, and must have the experience the City deems as suitable and necessary to perform the **Scope of Work**. The City reserves the right to require proof of licensing and proof of specific experience from the Selected Provider prior to the commencement of the Work or at any time during the performance of the Work.

4.2.6.1 A **Contractor's Qualifications and References Form** is included as part of this solicitation package. The completed, signed and dated form must be included in the Prospective Provider's solicitation response. Bid responses received without the inclusion of the completed **Contractor's Qualifications and References Form** may not be given award consideration by the City.

4.2.7 Compliance Bonds - Prior to the performance of any Work on the Project, the Selected Provider must acquire the required **Compliance Bond(s)**, if such bonds are applicable for the performance of the **Scope of Work** stipulated herein.

4.2.7.1 The City reserves the right to examine the bonds prior to the commencement of the Work on the Project or at any time during the performance of the Work on the Project.

4.2.7.2 The **Compliance Bond forms** and the City's ordinance regarding the Compliance Bonds have been included on the City's web site for your convenience.

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4.2.8 Work Permits / Construction Permits / E.P.A. Permits / Other Miscellaneous Permits - Prior to the performance of any Work on the Project, the Selected Provider must obtain any and all **Permits** required by law and applicable for the performance of the **Scope of Work** stipulated herein.

4.2.8.1 If it is required by law that any such permits are publicly displayed, the Selected Provider shall comply and shall provide the resources necessary for full compliance.

4.2.8.2 The City reserves the right to examine any required permits prior to the commencement of the Work on the Project or at any time during the performance of the Work on the Project.

4.2.9 Certificates of Insurance - The Selected Provider must provide Workmen's Compensation Insurance, Comprehensive General Liability insurance and any other types or forms of insurance required by the City in the amounts stipulated by the City.

4.2.9.1 Valid **Certificates of Insurance** must be furnished to the City's Contracts and Procurement Division prior to the commencement of any Work on the Project.

4.2.9.2 All Certificates of Insurance submitted to the City must bear the City's official Bid Number and the full Solicitation Title to which it is applicable.

4.2.9.3 * NEW REQUIREMENT *** - All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.**

4.2.9.4 A thirty (30) days written notice of cancellation must be provided by the Insurer to the City. A ten (10) day notice of cancellation shall NOT be considered sufficient and shall NOT be acceptable to the City.

4.2.10 Prior to the performance of any Work on the Project, the Selected Provider must provide to the City any and all completed affidavits, forms, or other documentation that is applicable or required by any local, State, or Federal entity in order to receive a Contract award.

4.2.10.1 Where possible, the City shall provide to the Prospective Providers such blank affidavits and forms to be completed and / or written notification of other documentation requirements necessary for Contract award.

4.3 Provide all supervision, administration, labor, and / or manpower necessary to perform the Scope of Work in a safe, lawful, and professional manner

4.3.1 Any and all of the supervision, administration, labor, and / or manpower necessary to perform the **Scope of Work** specified herein in a safe, lawful, and professional manner must be solely provided by and lawfully compensated by the Selected Provider or his designated Subcontractor(s) / Sub-subcontractor(s).

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4.3.2 Each Prospective Provider must include in their bid submittal response a listing of the proposed Subcontractor(s), if any, and / or the proposed Sub-subcontractor(s), if any, to whom they intend to subcontract and / or sub-subcontract services and / or Work under this Contract, and a listing of the percentage (%) of the total services and / or Work each listed Subcontractor or Sub-subcontractor will perform. The Prime, Selected Provider, must perform a minimum of fifty-one percent (51%) of the total services and / or Work.

4.3.2.1 If a Prospective Provider does NOT intend to employ the use of any Subcontractors in the performance of the Work, and intends to perform all of the Work using only their own personnel, then the Prospective Provider must let the City know that they do not intend to employ the use of any Subcontractors. This may be accomplished by the inclusion of a sheet providing such notification in their bid response package.

4.3.3 Any and all Work provided by the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractor(s), must be accomplished by a workforce that has been **E-Verified**, is fully trained, experienced and qualified to perform such Work.

4.3.3.1 If certification and / or licensing are required to professionally perform the **Scope of Work** specified herein, an appropriate number of workforce members must have the required certification and / or licensing.

4.3.3.2 Under no circumstances shall uncertified and / or unlicensed workforce members be permitted by the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractors, to perform Work that must be, by code, ordinance, law, or tradition performed by fully-trained, certified and / or licensed individuals.

4.3.5 If certain classifications of the Selected Provider's or his designated Subcontractor's and / or Sub-subcontractor's workforce require specialized supervision and / or representation, such as might occur under an apprenticeship situation, then the specialized supervision and / or representation must be provided by the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractor(s), and must be present when the apprentice segment of the workforce is utilized by the Selected Provider or his designated Subcontractor(s) and / or Sub-subcontractor(s).

4.3.6 If the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractor(s), assigns personnel to the workforce who do not speak English fluently, then there shall also be assigned to the workforce at least one (1) person in a position of authority and responsibility who is a legal representative of the Selected Provider, or his designated Subcontractor(s) and / or Sub-subcontractor(s), who has the ability to fluently translate directions, orders or instructions from English to the most fluent language of the non-English speaking workforce members.

4.3.6.1 When such work force members are present at the Work Site, this representative must also be present, available and able to provide direction in the most fluent language when and as needed.

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4.4 Procure and provide any and all machinery, equipment, parts, tools, materials, and supplies necessary to perform and complete the Scope of Work as stipulated herein, excluding those items to be provided by the City (if any).

4.4.1 The **Scope of Work** for this Project includes providing general construction services including all demolition of existing Fire Station and construction of new Fire Station as indicated in the Construction Documents in order to perform the Work in a safe, competent, and professional manner.

4.4.1.1 The necessary parts and materials are to be ordered by the Selected Provider after award of the Contract and upon receipt of the City's **Notice To Proceed Letter**. Upon receipt of the parts and materials, and notification of such by the Selected Provider, the Selected Provider **MUST** complete the work on the project within a nine (9) month (270 calendar day) period. In the event the work is not completed within this period of time, **Liquidated Damages** as stipulated herein will apply.

4.4.2 The Selected Provider shall be responsible for obtaining **accurate and exact measurements** of the Work Site and a thorough understanding of the proposed **Scope of Work** prior to ordering and / or procuring and / or obtaining the machinery / equipment / parts / tools / materials / components / supplies necessary to perform the awarded Work. Any and all Work performed must be performed in the highest professional manner possible. A comprehensive understanding of the exact extent of the materials / items to be provided by the City (if any) shall also be required prior to the commencement of the ordering process.

4.4.2.1 Under some circumstances, the **Scope of Work** provided by the City may contain measurements and / or quantities; however any measurements and / or quantities provided by the City should be understood as "approximate" in nature and provided for the purpose of obtaining comparative Bid Prices **ONLY**. Any and all measurements and / or quantities provided herein must be verified by the Selected Provider prior to ordering and / or procuring and / or obtaining the machinery / equipment / parts / tools / materials / components / supplies necessary to perform the Work and / or the commencement of any ordering.

4.4.3 Unless otherwise stipulated, the Selected Provider shall be responsible for correctly ordering and / or procuring and / or obtaining the machinery / equipment / parts / tools / materials / supplies necessary to perform all of the work specified herein, **including any heavy-lifting equipment that may be required.**

4.4.3.1 Delays in the work on the Project by the Selected Provider resulting from the lack of necessary machinery / equipment / parts / tools / materials, or supplies, or as a result of the inaccurate ordering of the machinery / equipment / parts / tools / materials / supplies necessary to professionally perform the work on the Project shall not be tolerated by the City and may result in the cancellation of the Contract.

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4.4.3.2 The City shall not be responsible for the reimbursement to the Selected Provider of any costs, or any portion thereof, associated with the procurement and / or rental of excess machinery / equipment / parts / tools / materials / supplies, incorrectly ordered machinery / equipment / parts / tools / materials / supplies and / or unusable, unsuitable or obsolete machinery / equipment / parts / tools / materials / supplies.

4.4.4 At a minimum, the items procured for use in the Work on the Project shall conform to the specifications provided by the City, unless otherwise approved by the City in writing prior to the use of the item by the Selected Provider. Reference the attached **Scope of Work** section(s) for specifics and information regarding the materials / items to be provided by the Selected Provider.

4.4.5 Any and all proposed and / or anticipated exceptions, exclusions, deviations, or extra inclusions that differ from the City's expectations and / or specifications must be clearly and concisely noted in the Prospective Provider's bid response.

4.4.5.1 If the Prospective Provider does NOT anticipate any exceptions, exclusions, deviations, or extra inclusions that differ from the City's expectations and / or specifications, they must clearly note such on a page, sign the page and include it in their bid submittal package.

4.4.6 All Prospective Providers are REQUIRED to submit a separate Materials List with their bid submittal. Please use sample Exhibit A (attached) when submitting your proposal.

4.4.7 Four (4) copies of the manufacturer's most recent sales literature and / or technical specifications for the materials, supplies, equipment proposed for use by the Prospective Provider must be provided to the City with the Responder's bid response. Failure to provide this requested documentation may result in your bid being declared "non-responsive" in nature.

4.4.8 The City reserves the right to request product samples and / or view available color choices, if applicable, prior to the commencement of any Work on the Project.

4.4.9 The items procured for use in the Work on the Project by the Selected Provider shall conform, at the very least, to the minimum specifications / requirements provided by the City, unless otherwise approved, in writing, by the City. **Under no circumstances shall any of the items and / or materials and / or supplies acquired to accomplish this Work be used / recycled and / or re-purposed in any manner, unless such a determination has been deemed "acceptable" by the City in advance. All items / materials / supplies must be in a new and unused condition and manufactured for the intended purpose for which they shall be employed.**

4.5 Prepare the Work Site for the Performance of the Scope of Work

4.5.1 The Selected Provider shall be responsible for preparing the Work Site for the performance of the **Scope of Work**. This shall include the demolition and / or removal of materials and / or

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components necessary for the performance of the **Scope of Work** and / or the removal of materials and / or components that shall be repaired and / or replaced during the performance of the **Scope of Work**.

4.5.2 Unless reserved for reuse, any debris resulting from the preparation for the performance of the Work on the Project must be completely removed from the Work Site and City property in a prompt and expedient manner. Unless reserved for reuse, debris from the preparation of the Work Site for the performance of the Work cannot be stacked or otherwise stored in any manner on the City's property without prior written approval from the City. Items or components reserved for reuse must be stored in a proper, protected, and safe manner that will protect the value and integrity of the items or components for reuse. Such storage must not create a safety hazard to work crews, City employees, or the Public, or interfere with the efficient performance of the Work on the Project in any manner.

4.5.3 The Selected Provider shall pay for and be responsible for the lawful and proper removal of any resulting debris and / or discarded materials. Any and all demolished / removed / discarded materials must be disposed of in a manner that is in accordance with all applicable Federal, State, County and / or City ordinances, codes, laws and / or regulations.

4.5.4 The Selected Provider shall pay for and be responsible for providing, erecting and maintaining any and all construction / Work Site barriers, barricades, traffic cones, traffic barrels, roping, rigging, scaffolding, A-frames, erosion control materials, trench or hole reinforcements, safety boxes, safety plates, etc. that may be required to insure a lawful and safe Work Site environment for the Selected Provider's workforce, the workforce of their Subcontractor(s), the City's employees / representatives and / or the Public. O.S.H.A., Department of Labor, and / or E.P.A. requirements and regulations must be met and maintained at all times.

4.5.5 The Selected Provider shall not store any supplies / materials / tools / equipment on the Work Site, unless they shall also assume full and total responsibility for any loss or damage that may occur during storage. Under no circumstances shall the City assume any liability, whatsoever, for any loss or damage that may occur to the Selected Provider's property / supplies / materials while on the Work Site or for those items that have been purchased by the Selected Provider for use in the **Scope of Work**. Furthermore, the Selected Provider shall be responsible for any damage to the Work Site or surrounding areas / properties that may occur as a result of the storage of supplies / materials / tools and / or equipment on the Work Site.

4.5.6 Any and all safety regulations governing the performance of such Work shall be observed by the Selected Provider at all times, and the highest degree of safety possible shall be maintained at all times on the Work Site. The Prospective Provider is strongly encouraged by the City to conduct regular Safety Meetings with their work force and is advised to encourage their Subcontractor(s) and Sub-subcontractor(s) to do the same.

4.6 Perform the Scope of Work to the Complete Satisfaction of the City

4.6.1 The Work Site shall be maintained in a tidy, orderly manner at all times, and shall be cleaned up at the end of every Work Day until the **Scope of Work** has been completed. Equipment, tools,

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materials, supplies, etc. shall be put away and properly secured prior to leaving the Work Site each day.

4.6.2 The Selected Provider shall be responsible for any damage, deliberate or accidental, that may occur to the City's property or private property as a result of the proper or improper performance of the **Scope of Work** by the Selected Provider and / or their appointed Subcontractor(s) / Sub-subcontractor(s).

4.6.3 Any and all equipment and / or materials incorporated in the performance of the **Scope of Work** by the Selected Provider, or their appointed Sub-contractor(s) and / or Sub-subcontractor(s), shall be used, installed, and / or applied per the manufacturers' specifications and instructions so as not to affect, in any negative manner, the validity of any manufacturers' warranties.

4.6.4 Any and all work associated with the Project shall be performed between the hours of **8:00 A.M. and sundown Monday through Friday**. Performance of work on weekends or holidays shall be between 9:00am and sundown. The performance of work before 8:00 A.M. or after sundown Monday through Friday, or on weekends or on City observed holidays shall be strictly prohibited by the City unless agreed upon in advance, in writing.

4.6.5 Under no circumstances shall the City be responsible for the payment of overtime compensation to any worker assigned to this Project or for the reimbursement of overtime compensation provided by the Selected Provider or his designated Subcontractor(s) / Sub-subcontractor(s) to any worker assigned to this Project.

4.6.6 The Selected Provider shall be the sole party responsible for the satisfactory performance of the Work, and shall be responsible for the quality and quantity of any work assigned to or performed by Subcontractor(s) / Sub-subcontractor(s).

4.6.7 Any and all work performed by the Selected Provider pursuant to this solicitation or any resultant contract and / or agreement shall be provided in accordance with any and all applicable Federal, State, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant award.

4.6.8 The Work for this Project shall include, but may not be limited to, the tasks detailed in the **Scope of Work** section(s) of this solicitation.

Scope of Work Associated with this Project

Description of work to be done:

The **Scope of Work** for this Project includes providing general construction services including all demolition of existing Fire Station and construction of new Fire Station as indicated in the Construction Documents. Please see the attached technical specifications and drawings.

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4.6.9 The Selected Provider shall pay for and be responsible for the lawful and proper removal of any resulting debris and / or discarded materials and / or parts that may accumulate during the performance of the Work. Any and all removed / discarded materials or parts must be promptly disposed of in a manner that is in accordance with all applicable Federal, State, County and / or City ordinances, codes, laws and / or regulations, and shall not be collected or reserved or stock piled for disposal at a later date.

4.6.10 Work usual, customary and / or necessary to complete the Project, but not specifically detailed on the attached Scope(s) of Work must be included in the work performed by the Selected Provider and, therefore, must be included in the Prospective Provider's Bid Price submittal. **This shall be a "turnkey" Project and shall result in the completion of the Scope of Work in a manner that is suitable to meet the Public's needs and is satisfactory to the City.**

4.6.11 The Selected Provider shall, at all times, make every effort possible to cooperate with other Providers / Contractors who may be working on the site during the same time period. Any necessary coordination or cooperation of work activities with other Providers / Contractors on the Work Site shall be arranged through the City's Representative prior to commencing with that portion of the Work. Any disagreements and /or conflicts with other Providers / Contractors on the Work Site shall immediately be brought to the attention of the City's Representative who shall have the final authority in resolving any disagreements and / or conflicts. Failure to cooperate and work in unison with other Providers / Contractors may result in cancellation of the Contract.

4.6.12 The Scope of Work associated with this Project shall commence following the formal execution of a Contract and no later than ten (10) calendar days following the date of the issuance of the Notice to Proceed (NTP) letter from the City. It is anticipated that the Selected Provider's orders for parts and / equipment will be completed within this timeframe.

4.6.13 The Scope of Work associated with this Project shall be "substantially complete" within two hundred-seventy (270) consecutive calendar days following the Selected Provider's receipt of parts / components / materials necessary to complete the Work. Proof of when the order for the parts was placed and the date the parts were / will be delivered may be required by the City. If the City requests such information, the Selected Provider must provide the information to the City no later than one (1) work day following the date of the City's request. The above-referenced stipulation shall be defined as the "Substantial Completion" milestone.

4.6.14 If the Substantial Completion milestone is not met, including inspection and acceptance by the City within the two hundred-seventy (270) consecutive calendar day schedule stipulated herein, the Selected Provider shall be responsible for the payment of five hundred dollars and no cents (\$500.00) per calendar day in Liquidated Damages for each and every calendar day the Work is not completed to the City's satisfaction. The calendar for the completion of the Project shall be activated upon the receipt of the parts, components, equipment by the Selected Provider. The Selected Provider shall place orders for the parts, components, equipment necessary or needed to perform the Work on the Project no later than five (5) calendar days following the date of the issuance of the Notice to Proceed letter from the City.

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4.6.15 For the purpose of this solicitation, a **calendar day** shall be defined as any day of the week beginning on Sunday and continuing through Saturday which appears on a standard Western calendar. Saturdays, Sundays, City holidays, legal holidays, etc. **ARE** all considered **calendar days**. **No exception to this definition shall be made** for religious holidays, legal holidays, national holidays, furlough days, Saturdays and / or Sundays, etc.

4.6.15.1 The City's Liquidated Damages are assessed per **calendar day**.

4.6.15.2 All **calendar days ARE NOT work days**.

4.6.16 For the purpose of this solicitation, a **work day** shall be defined as any day of the week beginning on Monday and continuing through the week until Friday that appears on a standard Western calendar. Saturdays, Sundays, and holidays normally observed by the City of East Point, Georgia, **ARE NOT** considered **work days**, but are calendar days. Legal holidays, religious holidays, national holidays, or furlough days observed by other businesses or government entities, but **NOT** usually observed by the City of East Point, Georgia, shall be classified as both normal **work days** and calendar days.

4.6.16.1 All **work days ARE calendar days**.

4.6.16.2 A **work day** shall not commence any earlier than 8:00 A.M., and all work on the Project must cease by sundown.

4.6.16.3 Delays approved in advance, in writing by the City shall not be considered as **work days**, but shall continue to be considered as calendar days.

4.7 Clean up Work Site at the Completion of the Work

4.7.1 The Selected Provider shall be responsible for the final clean-up of the Work Site at the completion of the performance of the Work on the Project and the lawful and proper disposal of any and all debris in the areas resulting from the performance of the **Scope of Work**. All debris shall be disposed of in a manner that is in accordance with all applicable Federal, State, County and / or City ordinances, codes, laws and / or regulations.

4.8 Provide the City with Written Guarantees and Warranties

4.8.1 Any and all product / material warranty information / certificates shall be supplied / provided to the City prior to the issuance of the final payment to the Selected Provider by the City.

4.8.2 If the manufacturer of a product used in the performance of the **Scope of Work** offers a warranty or guarantee that exceeds the three (3) year warranty / guarantee required by the City, the manufacturer's warranty or guarantee shall take precedence over the warranty / guarantee required by the City. If the manufacturer's warranty / guarantee does not include the cost of certain materials or labor for replacement, reinstallation and / or repairs during the initial three (3) years following installation, the Selected Provider(s) shall provide the materials and / or supplies

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and / or labor for replacement / reinstallation / repairs during this period at no additional cost to the City.

4.8.3 Any and all manufacturer warranties or guarantees shall be conveyed to and transferred to the City at the completion and acceptance of the Work performed.

4.8.4 The warranty period shall officially begin immediately following acceptance of the Project by the City. This shall occur after any and all discrepancies or deficiencies discovered during the inspection process have been rectified by the Selected Provider to the complete satisfaction of the City.

4.8.5 A notarized written guarantee / affidavit stating that all Work performed on the Project was accomplished in a manner that meets or exceeds the highest standards for workmanship / craftsmanship in the business / industry shall be provided to the City by the Selected Provider. This guarantee / affidavit for workmanship / labor / installation shall be valid for a period of time of no less than **three (3) years** from the date of acceptance of the Products / Work by the City.

4.8.6 A written warranty shall be provided to the City that states all workmanship / craftsmanship and the products and materials used shall be free from manufacturing and / or installation and / or application defects, defaults and / or deficiencies for a minimum of **three (3) years for materials and products** and shall perform as intended for no less than the stipulated period of time.

4.8.7 Upon the discovery of a defect, default and / or deficiency within the Warranty Period, the City shall immediately provide written notification to the Selected Provider. Upon receipt of notification of a defect, default and / or deficiency, the Selected Provider shall correct or make good the defect, default and / or deficiency in the most expedient manner possible. Any and all such corrective Work shall be performed by the Selected Provider at no additional cost to the City for materials and / or labor.

5.0 CITY'S RESPONSIBILITIES

The City shall be responsible for:

5.1 Issuance of the Notice to Proceed (NTP) letter

5.1.1 Upon execution of the Contract and receipt from the Selected Provider of all required and / or necessary affidavits, bonds, permits, licenses, certifications, etc., and the receipt of the pedestrian bridge materials, the City shall issue to the Selected Provider a **Notice to Proceed** (NTP) letter.

5.1.1.1 The Selected Provider shall commence work upon the Project by ordering the parts, components, equipment necessary or needed to perform the Work on the Project **no later than five (5) calendar days** following the date of the issuance of the **Notice to Proceed** letter from the City. **Proof of when the order for the parts was placed may be required by the City. If the City requests such information, the Selected**

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Provider must provide the information to the City no later than one (1) work day following the date of the City's request.

5.1.1.2 The Selected Provider shall be responsible for completion of any and all Work on the Project no later than **two hundred-seventy (270) consecutive calendar days following the Selected Provider's receipt of parts / components / materials necessary to complete the Work. Proof of the date the parts were / will be delivered may be required by the City. If the City requests such information, the Selected Provider must provide the information to the City no later than one (1) work day following the date of the City's request.**

5.2 Providing the Selected Provider with access to the Work Site for the performance of the Scope of Work

5.2.1 Access to the Work Site shall not be provided before 8:00 A.M. or after sundown, Monday through Friday, or before 9:00am or after sundown on Saturday or Sundays or on City observed holidays, unless otherwise determined necessary by the City and so approved in advance, in writing.

5.2.2 Parking is adjacent to the Work Site. The Selected Provider, Subcontractor(s), Sub-subcontractor(s) and workforce shall be allowed to park in the space adjacent to the Work Site. The Selected Provider shall assume full responsibility for any and all loss and / or damage that may occur to the vehicles and / or any items contained inside or on the vehicles while they are on City property. Under no circumstances shall vehicles belonging to the Selected Provider, Subcontractor(s), Sub-subcontractor(s) and workforce be left in this area overnight, during holidays or weekends. **NOTE: The Selected Provider's vehicles, those of their Subcontractor(s), those of their Sub-subcontractor(s), and those of their workforces must not block the egress of any location at any time, regardless of circumstances.**

5.3 Conducting a Final Inspection and issuing a list of any detected defaults / defects / discrepancies to the Selected Provider in the manner and within the time specified herein

5.3.1 If upon the City's final inspection of the Work performed by the Selected Provider defaults, defects, discrepancies, inferior workmanship, or incompleteness are found to exist, the City shall provide the Selected Provider with a listing that shall detail in writing all deficiencies discovered. The listing shall be provided by the City to the Selected Provider **within two (2) work days** after the **Final Inspection** is conducted. Upon receipt of the listing, the Selected Provider shall immediately, and without any undo delay, correct the listed deficiencies or complete the **Scope of Work** as directed by the City.

5.3.2 If the Selected Provider fails to correct the deficiencies or complete the **Scope of Work** in a timely manner, the City shall retain the option of assigning the Work to another Provider and the Selected Provider originally contracted to perform the Work shall be responsible for payment in full and / or reimbursement in full of any and all charges associated with the correction of the deficiencies or the completion of the **Scope of Work**.

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5.3.3 Liquidated Damages equal to five hundred dollars and no cents (\$500.00) per calendar day may be assessed during this period of time if applicable.

6.0 LIQUIDATED DAMAGES

6.1 Liquidated damages shall be established at **five hundred dollars and no cents (\$500.00) per calendar day** for failure to complete this Project within the **two hundred-seventy (270) consecutive calendar day** work schedule, excluding City-observed holidays and delays approved, in writing, in advance by the City of East Point.

6.2 For the purpose of this solicitation, a **calendar day** shall be defined as any day of the week beginning on Sunday and continuing through Saturday which appears on a standard Western calendar. Saturdays, Sundays, City holidays, legal holidays, etc. **ARE** all considered **calendar days**. **No exception to this definition shall be made** for religious holidays, legal holidays, national holidays, furlough days, Saturdays and / or Sundays, etc.

6.2.1 The City's Liquidated Damages are assessed per **calendar day**.

6.2.2 All calendar days **ARE NOT** work days.

6.3 For the purpose of this solicitation, a **work day** shall be defined as any day of the week beginning on Monday and continuing through the week until Friday that appears on a standard Western calendar. Saturdays, Sundays, and holidays normally observed by the City of East Point, Georgia, **ARE NOT** considered **work days**, but are calendar days. Legal holidays, religious holidays, national holidays, or furlough days observed by other businesses or government entities, but **NOT** usually observed by the City of East Point, Georgia, shall be classified as both normal **work days** and calendar days.

6.3.1 All work days **ARE** calendar days.

6.3.2 A **work day** shall not commence any earlier than 8:00 A.M., and all work on the Project must cease by sundown.

6.3.3 Delays approved in advance, in writing by the City shall not be considered as **work days**, but shall continue to be considered as calendar days.

END OF PART II. SCOPE OF WORK

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CONTRACT FOR THE CONSTRUCTION OF FIRE STATION #4, A PREFABRICATED BURN TOWER AND DEMOLITION OF THE EXISTING FIRE STATION
PART III. BID PRICE SHEET

I certify that I am an officer / authorized representative of the firm listed hereon, that I am duly authorized to enter into legal agreements and bind the firm. I also attest that the information, offering(s) and price(s) provided in this bid response accurately represent the capabilities of the firm in regards to providing the services and / or goods indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify information provided or in regard to the reputation and / or capabilities of the firm. I hereby bind the firm and on their behalf agree to furnish the services and / or goods as specified in the solicitation package subject to all instructions, terms, conditions, specifications, addenda, drawings, et cetera, at the price(s) listed hereon. I hereby attest I have read the solicitation documents, including all attachments, specifications, and drawings and believe I fully understand the City's requirements and needs in regards to this solicitation.

TOTAL BID PRICE FOR PROJECT: \$ _____

My / Our company is a: Sole Proprietor Corporation Partnership Joint Venture

Company Name: _____

Address: _____

Address: _____

City / State / Zip: _____

Federal ID Number: _____

Telephone Number: _____

Fax Number: _____

Name: _____

Title: _____

Email Address: _____

Cell Phone Number: _____

Signature: _____

Date: _____

This page must be completed and should be the first page of each and every response included in a submittal. A valid bid submittal shall consist of one (1) signed, unbound original response and three (3) bound photocopies that are identical to the original response. Failure to submit the response in the manner stated above or failure to enclose additional requested documentation, if any, may result in the disqualification of your submittal.