



**INVITATION TO BID
(CONSTRUCTION)
(CITB)**

CITB-0006-26

**POUR-IN-PLACE PLAYGROUND SURFACE PROJECT
PROJECT:26-TP-0044-01**

SOLICITATION ISSUE DATE: Tuesday, April 7, 2026

**BID'S DUE DATE and OPENING DATE:
Tuesday, May 19, 2026, by 3:00 P.M.**

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

**“Electronic” Submittals Must be uploaded to “Bidnet”
<https://Bidnetdirect.com/georgia/cityofstonecrest>**

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

**ISSUED BY:
City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038**

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ATTACHMENT “A” – BIDDER’S REQUIRED FORMS:

1. BID CHECKLIST
2. BIDDER’S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY
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8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
ACT AFFIDAVIT “E-VERIFY”
10. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
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COMPANIES LIST
14. TRENCH SAFETY
15. BID BOND
16. PERFORMANCE AND PAYMENT BOND
17. SCHEDULE I AND SCHEDULE II
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Attachment B – Bid Cost Proposal Form (Bid Sheet)

Attachment C – City of Stonecrest Branding and Color Guide

Attachment D – Request for Approved Equal To

Attachment E – “Sample” Construction Contract – Fixed Project

Attachment F – Purchasing Policy

Attachment G – Tire Product Grant Project 26-TP-044-01

GENERAL INFORMATION

The following information and instructions are given for the purpose of guiding Bidders in properly preparing their bid responses and are standard for Construction Invitations to Bid (CITB) Solicitations as issued by the City of Stonecrest Procurement Department. These directions and instructions have equal force and weight with the scope of services, specifications and strict compliance which is required with all of these provisions. The City may delete, modify supersede any of these standard instructions for a particular contract to Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services and requirements herein prior to submitting a bid.

This project is funded by a Tire Grant, FY 2026 Tire Products Grant (Project: 26-TP-004-01).

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement Specialist / Buyer identified in the solicitation.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0194
Email: Tboynton@stonecresga.gov

All questions and requests for clarification concerning this solicitation and procurement process MUST be submitted in writing via Bidnet under "Message – Opportunity Q&A" at: (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Please follow the instructions provided on Bidnet. The deadline to submit non-administrative questions is **Wednesday, April 29, 2026 by 5:00 P.M.** Answers to questions received will be responded to via an Addendum posted on Bidnet. Questions received after the date referenced above will not be accepted.

- No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City such as delinquent in payment of property or other taxes with Stonecrest, delinquent in payment of a loan(s) with the City, has had property acquired through foreclosure or a judgment within the past ten (10) years, has outstanding judgements or debts owed to the City, has been convicted of a felony that affects property or neighborhood or neighborhood stability, health, safety or welfare or who is deemed irresponsible or unreliable by the City Council.
- No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.
- **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on Attachment "B" - Bid Cost Proposal Form – Bid Sheet attests to this.
- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Contractor as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Contractor. No bid response will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.
- **BID ACCEPTANCE:** Bidder warrants, by virtue of bidding, that their bid and the prices quoted will be firm for acceptance by the City for a period of One Hundred and Twenty **(120)** days from the date of bid opening unless otherwise stated in the solicitation. The City shall award contract within this time period or shall request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.

- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage or documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Contractor from consideration in connection with this solicitation.
- **REQUEST FOR APPROVED EQUALS OR EQUIVALENT:** The products specified herein does not necessarily constitute the exhaustive list of products required to complete this project. Therefore, the Contractor is responsible for providing any other parts and materials needed to deliver a complete and fully operational system. All items, functioning capabilities and requirements listed within the scope of work are the **MINIMUM REQUIREMENT** acceptable to the City.

The Contractor may use **Approved Equal or Equivalent** equipment and parts as applicable to stay in compliance with current industry standards. The Contractor shall provide the City technical specification, data sheets for any equipment, parts, and accessories that meets or exceeds the minimum requirement listed in herein. Bidders shall complete **Attachment "F" - Request for Approved Equal Form** and submit request to Tboynton@stonecrestga.gov **on or before 5:00PM, Friday, April 17, 2026**. Requests received after the date and time specified will not be reviewed or accepted. Approval of such request is at the control and approval of the City.

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PROCUREMENT SCHEDULE AND EVENTS

1. PRE-BID MEETING & SITE VISIT:

There will be a Pre-Bid Meeting on **Tuesday, April 21, 2026**, at **10:30 am**, local time, at City of Stonecrest **Annex Conference Room**, located at **City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038**. The purpose of this pre-bid conference is to explain the method of selection, to provide an overview of the service requirements and view the area in which services will be performed.

Upon completion of the Pre-Bid meeting, staff and vendors will drive to the site. **Site Visit Location:** Fairington Park located at 2831 Fairington Parkway, Stonecrest, GA 30038.

It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

2. TRANSACTION FEES:

The City of Stonecrest uses Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) to distribute solicitations. There is no charge to Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Contractor.

3. ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Tuesday, May 19, 2026, by 3:00PM. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

BID BOND: REQUIRED FOR THIS SOLICITATION

FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION. BIDDER'S MUST SUBMIT A COPY OF THE BID BOND WITH BID SUBMITTAL.

BID BOND MUST BE MAILED OR HAND DELIVERED TO: FAILURE TO SUBMIT A BID BOND WILL PRIOR TO 12:00 PM, THURSDAY, APRIL 30, 2026, WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

PERFORMANCE AND PAYMENT BOND: IS REQUIRED FOR THIS SOLICITATION. FAILURE TO SUBMIT PROOF OF BONDABILITY WILL RESULT IN A NON-RESPONSIVE AND NON-RESPONSIBLE DETERMINATION.

4. ELECTRONIC BID OPENING:

All Invitations to Bid solicited by the City of Stonecrest will be opened electronically via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) at the date and time indicated in the solicitation. This meeting will be conducted virtually via "Microsoft Teams Meeting" Platform and in-person at City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038, Lithonia Conference Room. Bidders may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access.

Get the app now and be ready when your first meeting starts <https://www.microsoft.com/en-us/microsoft-teams/downloadapp>. Information on bid results and solicitations currently out to bid can be obtained on the City website: <https://www.stonecrestga.gov/199/Procurement>

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 270 424 135 510 27

Passcode: Me3Ez7PD

SCOPE OF WORK

1. PURPOSE:

The City of Stonecrest ("City") is seeking qualified and experienced Bidder, herein after referred to as ("**Contractor**") to respond to a fixed (one-time) project for the Pour-In-Place Playground Surface Project. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Construction Invitation to Bid ("CITB").

The Contractor shall furnish all labor, materials, equipment, personnel, tools, supervision, transportation, machinery and other incidentals necessary to perform the work requested herein and typical of these types of projects.

Prices offered on the *Attachment "B"* - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation. Note: Bid Line Items may not be fully disbursed. Please incorporate the cost within the provided bid line items in *Attachment "B"*.

2. BACKGROUND:

Stonecrest is a community of approximately 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 ("The Perimeter") and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of Dekalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated Dekalb County to the north and west. I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas.

3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:

The designated Contract Administrator for this project is Hari Karikaran, P.E., City Engineer, he can be reached at hkarikaran@stonecrestga.gov or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project.

4. GOVERNING REGULATIONS:

The Contractor shall perform services requested herein in accordance with all State, Federal, Local, and City rules, regulations, policies, procedures and requirements herein but not limited to:

1. Federal Consumer Public Safety Commission (CPSC), as amended;
2. The Americans with Disabilities Act (ADA), as amended;
3. The Americans with Disabilities Act Standards for Accessible Design, as amended;
4. Georgia Building Code provisions governing playground accessibility, as amended; and
5. The most recent editions of the following but not limited to; OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Regulations, as amended.

Note: Failure to follow governing regulations may lead to project delays and stoppage of work as deemed necessary by the Contract Administrator / Designee.

5. INSTALLATION STANDARDS:

Playground surface installation shall meet National Playground standards as referenced in the American Society for Testing and Materials (ASTM) standards and guidelines governing playground surfacing for public use, U.S. Consumer Product Safety Commission's Public Playground Safety Handbook (<http://www.cpsc.gov/cpscpub/pubs/325.pdf>). Evidence of compliance shall be submitted and stamped on equipment as required. All surfacing shall be IPEMA certified by the manufacturer.

- ASTM F1292, Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment, as amended;
- ASTM F1951, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment, as amended;

- ASTM F2479-12, Standard Specification Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing, as amended;
- ASTM F1551-09, Standard Test Methods for Comprehensive Characterization of Synthetic Turf Playing Surfaces and Materials, as amended and if Turf material is used; and
- ASTM F3012-22, Standard Specifications for Loose-Fill Rubber for Use as a Playground Safety Surface Under and Around Playground Equipment, as amended and if using loose-fill rubber.

Note: Following installation, a full and thorough audit of all newly installed surfaces will be performed by an independent Certified Playground Safety Inspector (CPSI) hired by the City. The Contractor will be required to address and resolve any identified deficiencies within five (5) days of notification of the deficiencies by the City's technical representative or contract administrator.

6. **PROJECT LOCATION AND CONDITION:** (See ***Figure 1 and Figure 2:***

Fairington Park is located at 2831 Fairington Parkway, Stonecrest GA 30038 in the central part of the City of Stonecrest (City). This park is open to the public and accessible during the day. Interference with daily use at the park for other amenities is expected to be minor, and access to the park for installation can be granted at nights and weekends if needed, by special request.

Link to Google Streetview map of pedestrian entrance to Fairington Park off Phillip Bradley Drive:
<https://maps.app.goo.gl/qmDbEqJxHZBFkkmRA>



FIGURE 1 – EXISTING PLAYGROUND

7. WORK TO BE PERFORMED:

The Contractor shall furnish all materials, equipment, tools, and the performance of all necessary labor necessary to complete the scope of work requested herein. Work shall include but is not limited to; purchase and installation of pour-in-place rubber playground surface made from tires. This is a turnkey project.

7.1 Material:

“ONLY RECYCLED” EPDM rubber or ground tire rubber (GTR) is to be used. Latex binders are not to be used. It is envisioned that a styrene-butadiene rubber (SBR) layer or ground tire rubber (GTR) will be installed over concrete base and the system topped with Ethylene Propylene Diene Monomer (EPDM) rubber.

7.2 Existing Surface:

The existing surface under the playground is to be removed down to bare earth. The ground surface shall be graded and compacting to prepare the surface to install poured-in-place surface. The precise depth of the existing surface is not known by the City. The existing playground dimensions are approximately 80 ft. x 80 ft., which may be confirmed in the field (*See Figure 2*). The new surface shall comply with ASTM F1292, F1951 and F2479, as amended.



FIGURE 2 – AERIAL VIEW OF FAIRINGTON PARK (PLAYGROUND CIRCLED)

7.2.3 Grading:

It is envisioned that the construction will grade and compact the subgrade to a minimum of 90 % standard proctor before forms and rebar are placed for the concrete base (minimum 3,000 psi 28-day strength).

7.2.4 Poured-In-Place Rubber Floor (EPDM):

7.2.4.1 The EPDM layer will consist of 50 black and 50% red material and thoroughly mixed prior to placement. The colors shall be consisting with the City of Stonecrest logo colors, see below. See **Attachment “C”** – City of Stonecrest Branding and Color Guide for guidance.



7.2.4.2 The SBR layer is to be primed prior to placement of the EPDM layer which is to be flattened and “closed” by swiping it with a lubricated trowel until there all voids are gone and no visible grain remains on surface. Alternative systems under EPDM rubber base will be considered if compliance with ASTM F1951-99 and ASTM F1292-99 can be demonstrated. Complete and submit ***Attachment “D”*** – Request for Approved Equal Form.

7.2.4.3 After EPDM layer is fully cured a blower is to be used to remove any loose material and the diluted binder rolled unto the surface for extra protection.

7.2.5 Drainage:

A drainage system to remove any water that penetrates the poured-in-place system must be provided.

7.2.6 Concrete:

After concrete placement the layer is to be completely cured (min. 4 calendar days) prior to priming and installation of SBR layer which is to be fully cured (minimum 24 hours) prior to placement of the EPDM wearing course.

7.2.7 Testing:

Laboratory and field testing will be conducted to ensure compliance with this standard to a fall height of 10 ft. Surface must be able to satisfy field tests upon completion of the installation and one year hence. Any defects within the one-year period after installation shall be repaired by the contractor at no extra cost to the City.

8. PROJECT MEETINGS & PROJECT PROGRESS MEETINGS:

After the contract is awarded and prior to commencement of any work, a pre-construction conference will be held between the Contractor, City representative, Utility Providers and others affected by this work. The time and place of the meeting will be arranged by the City Contract Administrator/Project Manager. The project schedule and dates for completion will be established during this meeting.

8.1 At the pre-construction conference, the Contractor shall identify his designated project manager, foreman, site supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the work. The designated project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

8.2 At the pre-construction conference, the Contractor shall furnish in writing to the City’s Contract Administrator the names of person(s) or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work.

8.3 The City will promptly reply to the Contractor in writing stating whether or not, after due investigation, has reasonable objection to any such proposed person or entity.

8.4 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

8.5 The Contractor shall hold bi-weekly progress meetings at the site, including City and subcontractor representatives. The Contractor shall record meeting minutes and distribute them to attendees prior to the next progress meeting.

9. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):

The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) from the Contract Administrator / Designee and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

10. PROJECT DURATION:

The Contractor shall complete all services no less than **Ninety (90)** days from receipt of Purchase Order and Notice to Proceed (NTP).

Time is of the essence for the Contractor's performance of the work. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). Contract Time extensions will not be allowed for holidays or vacations. At a minimum, the selected Contractor must adhere to the following schedule as set by the City:

10.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.

10.2 Preliminary Project Schedule:

Within Ten **10** days after notice of award and as a condition precedent to executing the Contract, prior to commencement of any work, the Contractor shall submit their preliminary project schedule to the City for review and approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project (in the form of tabulation, chart/graphic), procurement of materials, scheduling of equipment, construction, phases of each work site, estimated start and completion dates of the various project activities.

10.3 The Work shall be Substantially Completed within **15** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

10.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **30** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

11. CONTRACTOR RESPONSIBILITIES:

Unless otherwise specified, Contractor will be responsible for the provision and performance of all equipment, materials, work, etc. offered in their response.

11.1 Person of Contact (POC):

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for providing a response to City request for support work during the term of this agreement. Contact information shall include: Name of Contact(s), E-mail address. Website Information, Phone Number, and Fax Number.

11.2 The Contractor shall conform to all applicable OSHA, NEPA, Americans with Disabilities Act (ADA), State and Federal safety requirements, rules, regulations, policies, and procedures to perform the work requested herein.

11.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this project until receipt of final acceptance.

11.4 The Contractor shall supervise and oversee all work performed under this contract.

11.5 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

- 11.5 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.
- 11.6 The Contractor shall assess the conditions at this site, notify the designated Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.
- 11.7 The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.
- 11.8 The Contractor shall enforce strict discipline and good order amongst its employees and other persons carrying out work under this contract.
- 11.9 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.
- 11.10 The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.
- 11.11 The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.
- 11.12 The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.
- 11.13 The Contractor shall restore all trees, shrubbery, and sodding if all areas disturbed while performing the work herein (as applicable).
- 11.14 Reporting Dangerous Conditions / Situations:
The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at work sites while working on this project.

12. WORK SCHEDULE:

Regular work Hours: 7:00 am to 7:00 pm, Monday through Friday. The City will consider extended workdays, workweeks and hours upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays and City Holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Lane closures, if required, are limited to the hours of 9:00 AM to 4:00PM.

13. EQUIPMENT AND MATERIAL:

The Contractor shall ensure all equipment used on this project complies with and is used in accordance with all pertinent safety regulations. Comply with the manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants. Before construction starts on any particular sequence of work, all equipment and materials necessary for proper execution of the work shall be on site and in good/full working order.

14. LIQUIDATED DAMAGES:

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of One Hundred Dollars (**\$100.00**) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

15. WEATHER:

The Time of Completion for this project has been calculated assuming that the weather conditions will be average to moderate. If in the opinion of the City's Contract Administrator / Designee / Project Manager that the weather escalates to a point where the work delays on the project more than the Contractor could have reasonably anticipated or controlled, the Contract Administrator / Designee will make arrangements for extending the time of completion for each individual work order package, once the request has been made for such extensions by the Contractor.

15.1 If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the project scheduled activities.

15.2 The Contractor will be required to promptly notify the City's Contract Administrator / Designee / Project Manager in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee / Project Manager, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

16. DELIVERY, STORAGE, AND HANDLING:

The Contractor shall coordinate delivery and arrange storage of materials (if needed). Storage space may be limited. Components sensitive to damage in a harsh environment shall be stored off-site and delivered as needed. The Contractor shall provide all necessary protective covering needed to prevent damage to surround work areas. The Contractor shall be responsible for on-site security of tools, equipment and materials.

17. RESPONSE TIME:

The Contractor shall respond to request for services within twenty-four (24) hours of notification by the City.

18. RESTORATION OF PROPERTY:

Property - whether public or private - if damaged during construction or removed for the convenience of the work; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator, prior to final acceptance of the work. Restoration of certain items (such as benches, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare.

19. DISPOSAL OF EXCESS MATERIAL:

All excavated and excess material(s) which is not required for the work shall be promptly removed from site and safely disposed of by the Contractor; such removal and disposal of the applicable material(s) shall be the sole responsibility of the Contractor and conducted at his/her expense. Disposal of all materials shall be carried out in accordance with State, Local, Federal rules and regulations. No stockpiling of removed materials shall be allowed on site.

20. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from the Georgia Department of transportation, OSHA, and the City.

21. CONTRACTOR AND SUBCONTRACTOR VEHICLES:

The Contractor's company vehicles shall be distinctly labeled with the company name; and shall only be parked in designated spaces provided by the City.

22. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, replacement of mounted equipment and infrastructure.

23. WARRANTY:

The Contractor shall furnish all pertinent warranty information including manufacturers' warranties, effective dates, as they become available, for all new equipment. All materials, components and labor work performed shall be fully warranted and guaranteed for a minimum of One (1) year from date of completion of services and acceptance by Parks & Rec's Department and City Engineer. Repair or replacement defects occurring in labor or product(s) within the warranty period shall be performed and provided at no additional cost to the City.

24. CLEAN UP:

All usable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

25. WORK ACCEPTANCE:

25.1 Services performed under this agreement will be inspected by an authorized representative of the Engineering Department. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

25.2 The City shall provide written notice of acceptance or rejection within five (5) business days of completion of final inspection.

26. FINAL INSPECTION AND WORK ACCEPTANCE:

The Contractor shall perform a joint inspection with the City's authorized representative for each project upon the completion of all work. The Contractor shall notify the City when the work is complete and ready for the City's final inspection. After final inspection, the City's authorized representative for the project will accept the work if the Contractor has satisfactorily:

26.1 Corrected all deficiencies observed during the final inspection and no new deficiencies have been observed;

26.2 Submitted all other required contract deliverables; and

26.3 The Contractor shall correct work rejected by the City or work failing to conform to the requirements of the contract documents, whether or not fabricated, installed or completed. This shall occur within at least five (5) business days of notice to the Contractor, unless otherwise agreed upon with City staff. The Contractor bears the costs of correcting such rejected work, including additional testing, inspections required and compensation for City services and expenses made necessary thereby.

26.4 The Contractor shall provide the following upon completion of the project;

27. REPORTING REQUIREMENTS:

The Contractor shall submit a two (2) week projected schedule each Friday by 3:00pm.

28. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice list of equipment, labor, parts, and appurtenances used under this agreement. All one-time and reoccurring charges shall be identified on the invoice. Installation services fees shall be submitted and paid as a one-time charge to the City.

Invoices shall be submitted as follows:

1. Initial: Upon Completion of 50% of the project.

2. Final: Upon Completion and City's Acceptance of Work.

Note: Payment Retainage is applicable to this agreement at a rate of **5%** and will be withheld until it has been determined that the Contractor has complied with DBRA requirements.

GENERAL TERMS AND CONDITIONS

The following instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on Page CITB-2 of this solicitation package and on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Questions received after this time will not be answered.
 - Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>).
 - Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document.
 - **Bidder** shall verify in Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) that their bid response includes "all" addenda(s) before submitting a bid. Receipt of all addenda shall be acknowledged by the Bidder(s) on the Statement of Qualification Certification Form "Addendum Acknowledgement Section" and submitted with bid response.
2. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Procurement Official.
3. **AWARD:** This Bid shall be awarded to the Bidder providing the lowest responsive and responsible bid and meets and/or exceeds the pre-qualification requirements. Award may be in whole, or by line item, or by group, whichever is determined to be in the best interest of City. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all bids, part of bids, to waive minor irregularities or variations to specifications contained in bids, minor irregularities in the bidding process, to negotiate terms with the successful Bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or such combination as shall best serve the interest of the City. Awarded Bidder and all subcontractors/suppliers shall register as a Contractor with the City prior to notice to proceed and maintain active status in the City's Vendor Registration System.

4. BID BOND: REQUIRED FOR THIS SOLICITATION.

A COPY OF THE BID BOND MUST BE UPLOADED IN BIDNET. FAILURE TO SUBMIT A BID BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.

Each submittal shall be accompanied by a bid guaranty in an amount equal to five (5) percent of the total bid amount, payable to The City of Stonecrest. A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City, or bid bond in such amount, shall accompany each bid response as evidence of the good faith and responsibility of the Bidder. The check or bond shall be retained by the City as liquidated damages should the Bidder refuse to or fail to enter into a contract for the execution of the work embraced in this bid, in the event the bid submittal of the Bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the bid of the successful Bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful Bidders will be returned to them upon the acceptance of the bid of the successful Bidder. If the successful Bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

5. **BIDDER'S COSTS:** The City shall not be liable for any costs incurred by Bidder's in responding to this ITB. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder, and shall not be reimbursed by the City.
6. **BIDDER PERFORMANCE REVIEWS AND RATINGS:** The City Contract Administrator may develop a Bidder's performance evaluation report. This report should be used to periodically review and rate the Bidder's performance under the contract with performance rating as follows:
- Excellent - Far exceeds requirements.
 - Good - Exceeds requirements
 - Fair - Just meets requirements.
 - Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contract.
 - Non-Compliance - Continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Bidder subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Bidder shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Bidders' performance reviews and subsequent reports will be used in determining the suitability of contract extension.

7. **CODE REQUIREMENTS:** The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. The contractor shall ask for and receive any required inspections.
8. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the model of the current standards production available at the time of the solicitation response. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Contractor and purchase order number.
9. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

10. CONFLICT OF INTEREST: All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its subsidiaries.

11. CONFIDENTIAL, PROPRIETARY OR TRADE SECRET: "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

"Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from disclosure.**"

12. CONTINGENCY FEES: By submission of this solicitation response, Bidder certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Bidder to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Bidder.

13. CONTRACT ADMINISTRATOR: The City may designate a Contract Administrator whose principal duties shall be:

- Liaison with Proposer.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Proposer's performance.
- Schedule and conduct Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

14. CONTRACT PERIOD: This is a fixed one-time contract. There are no Renewal options for this solicitation or contract upon award. The Procurement Department shall issue a fixed one-time contract incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Time extensions may be granted due to unforeseen circumstances that necessitate an extension to complete the project(s).

15. DEBARRED OR SUSPENDED BIDDERS: The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

16. DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

17. DRUG-FREE WORKPLACE: Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. DUN & BRADSTREET REPORT REQUIREMENT: The City of Stonecrest may review the Bidders rating and payment performance to assist in determining a Bidders(s) responsibility when being evaluated for a contract award.

19. EQUAL EMPLOYMENT OPPORTUNITY: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this contract or such other remedy as the deems appropriate.

20. GOVERNMENTAL RESTRICTION: In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

21. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the shall be that of an Independent Contractor and not as employees or agents of the City.

22. INDEMNIFICATION: Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or

amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

23. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses See page CITB-4 of this solicitation package. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.
24. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the.
25. **INSURANCE:** Bidder shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.
26. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb City. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Contractor and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.
27. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, City, local laws, City policies, ordinances, rules and regulations, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
28. **LOBBYING ACTIVITIES:** ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws [GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS](#).

29. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb City and City of Stonecrest must have a current Dekalb City and City Local Business Tax Receipt issued by the Dekalb City Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb City Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.
30. **MISTAKES:** Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or calculation errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written Amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in bid being deemed non-responsive and will be rejected.
31. **MODIFICATIONS:** All changes to contract, agreements, and purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
32. **NON-COLLUSION STATEMENT:** By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Bidder's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.
- Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.**
- Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.
33. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned, and the City has the right to dispose of them as its own property. No written notice of rejection is needed for food(s) and drug(s). Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.
34. **NON-DISCRIMINATION:** It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for the State of Georgia and Dekalb City.

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies, and/or, cancellation, termination or suspension of the Contract, in whole or in part.

- 35. NOTICE:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City of Stonecrest designates:

Procurement Official, Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

36. OPEN RECORDS ACT:

The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

- (a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.
- (b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR BY TELEPHONE (770) 224-0200.

37. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or Contractors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Contractor which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the City, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the City.

38. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

39. **PAYMENT:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A. §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. *Invoices must bear the Purchase Order Number.*

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Georgia Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Contractor's work product, and agreement cannot be reached between the City and the successful Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Contractor's work product, and agreement cannot be reached between the City and the successful Proposer on a payment for the work completed and usable to the City.

40. **PERFORMANCE AND PAYMENT BOND: REQUIRED FOR THIS SOLICITATION
BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND
PAYMENT BOND WITH BID SUBMITTAL. FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A
PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.**

1. This contract is required to be bonded pursuant to O.C.G.A. § 36-91-70. Payment and performance bonds are required for all construction contracts in excess of \$100,000.00; however, the City may also require bonds for construction contracts valued at less than \$100,000.00 of for any non-construction contracts.

- Surety bonds issued by a surety authorized to do business in the state of Georgia are acceptable. Unless otherwise specified in the solicitation, other types of bonds including cash bonds, checks, and certified checks are not acceptable.

2. The Contractor shall furnish a Performance and Payment Bond in the amount equal to **100%** of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by City.

3. Should the successful Bidder fail to furnish a Performance Bond, the bid guaranty shall be forfeit. Bid security shall be a bond provided by a surety company authorized to do business in Georgia, cash, cashiers or official bank check.

4. All bonds must be underwritten by a surety company authorized to issue bonds in the State of Georgia. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Contract.

5. If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Georgia, or it ceases to meet the requirements of O.C.G.A. § 36-91-70, the Contractor shall within five (5) days thereafter substitute Surety, both of which shall be acceptable to the City.
6. Once activated, the Performance and Payment Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The Bidder shall provide an annually renewed Bond. Bonds shall be executed by the Bidder and surety company authorized to do business in the State of Georgia with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers.
7. If the value of the contracted work increases, the Bidder shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. A letter from your bonding company that verifies you can comply with this requirement and the maximum amount of bonding capacity in which your firm can be bonded must be included with your proposal.
8. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

41. PERMITS AND LICENSES: The Contractor shall obtain, at their own expense, all permits and licenses required by law as indicated on Page **CITB-29-30** of this solicitation and maintain the same in full force and effect throughout the Term of this Contract. Any changes of the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and appropriate licenses, including but not limited to any permit or license which may in the future be required by them to engage in the business of providing the type of services requested herein in Dekalb County and the City, shall constitute an event of default.

42. PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Executive Director, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

43. PRICES: Firm prices shall be provided and include all handling, set-up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- **THE CONTRACTOR:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity (ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- **C.O.D.:** Cash on delivery shipments will not be accepted.
- **TIES:** The Procurement Department will break tie responses in accordance with the Purchasing Policy and Procurement Processes and Procedures Standard Operating Procedure.

44. PROTEST PROCEDURES: In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- Right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.
1. Timeliness.
 - a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.
 - b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.
 - c. Untimely protests are invalid and shall be denied as such.
 2. Contents of Protest. The protest shall, at a minimum, be in writing and include the following information:
 - a. Identity and contact information of protestor;
 - b. Appropriate identification of the subject solicitation or award;
 - c. Detailed statement of the legal and factual grounds of the protest;
 - d. Documentation supporting the protest and/or allegations;
 - e. Statement of the specific relief requested; and
 - f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.
 3. Submission of Protests. All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.
 4. Protest Resolution. If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.
 5. Decision on Protest. The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.
 6. Appeals. Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.
 - a. Hearing. The City Manager shall set a hearing date before City Council not more than thirty

(30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.

b. Decision. Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

c. Finality. A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.

7. Stay of Procurement. In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

45. QUALIFICATIONS OF CONTRACTOR: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

46. REJECTION OF BIDS: The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

47. RESERVATION FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

48. RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL - The Inspector General

of State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Bidder as justification for termination.

- 49. SAFETY STANDARDS:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and O.G.C.A rules and regulations, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to Code Enforcement Department, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30338 and with bid/proposal submittals in Bidnet.
- 50. SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.

Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth \$100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

- 51. STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the Contractor(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the State of Georgia, Corporations Division.

The City will review the Contractor(s) business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to conduct business in the State of Georgia.

- 52. TAXES:** The City is exempt from Federal Excise and State Sales taxes. Contractors or contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with

The City unless an exemption is available to the Contractor or contractor, nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

53. TERMINATION:

Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Contractor.

For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

54. WITHDRAWALS: Any Bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

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SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM:

This is a one-time fixed project.

2. CONTRACT RENEWAL OPTION:

There are no Renewal options for this solicitation.

The Procurement Department shall issue a fixed one-time contract and/or Purchase Order (PO) incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract.

3. BIDDER RESPONSIBILITY:

The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Georgia.

4. SPECIFIC EXPERIENCE REQUIRED:

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

Bidder shall demonstrate previous experience in performing the services requested herein, in the State of Georgia within the last **three (3) years**. Bidder shall submit proof of experience for a minimum **of three (3) projects of similar scope and scale (or larger) and shall**, for each project listed, identify location; dates of project start and end date; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

5. REQUIRED LICENSING:

In order to be deemed responsive and responsible to this solicitation, Bidder's **Must** be registered to do business in the State of Georgia, possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein. **Failure to be registered in with the State of Georgia will result on a non-responsive and non-responsible determination. Submittal will not be evaluated and considered for award.**

THE CONTRACTOR MUST POSSESS A BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION. Failure to submit proof of all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination. Submittal will not be evaluated and considered for award.

Required licenses and certifications shall consist of the following, but are not limited to:

State:

General Contractors License

(Issued by the State of Georgia of Business and Professional Regulation)

Copy of Active Business License

Note: Business Must be registered to do business in the State of Georgia

6. REQUIRED PERMITS AND FEES:

The Contractor shall obtain all required state, federal, and local required permit(s) upon award and prior to commencement of any work:

Permit(s): Must be issued by the City of Stonecrest as applicable.

The awarded Contractor shall procure and pay for all permits and licenses, charges, fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the bid price except where noted in the scope of work.

7. INSURANCE REQUIREMENTS:

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal).**

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- \$1,000,000 per occurrence for Property Damage
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident, \$100,000 disease per employee and \$500,000 Disease policy limit. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim and \$1,000,000 per aggregate arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Guaranteed policy extension provision;
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity;
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project; and
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, Contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed, and the property has been accepted by the City.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. **The Contract and/or Solicitation Number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:

City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the Procurement Department as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for independent and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the company's/firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
E-Mail: Procurement@stonecrestga.gov



ATTACHMENT “A”

BIDDER’S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder’s submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and **MUST** confirm its submittal in order for the City to receive a valid response through *Bidnet*.



BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

- _____ Bidder's Certification Page signed and notarized
- _____ All required forms completed, signed and notarized (as applicable)
- _____ Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.
- _____ Bid Electronically submitted as specified

It is the bidder's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.



BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

PRINTED NAME AND TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (<https://dor.georgia.gov/taxes/register-new-business-georgia>).

Company Name: (Legal Registration): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for SBE MBE or WBE status: SBE __ MBE __ WBE __ LOCAL __

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____



AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number
------	-------	------------------

Authorized Signature / Name _____ Date: _____

Title _____ Federal Employer I.D. No. (FEIN): _____

Dun and Bradstreet No.: _____

Legal Business Name _____ Website Address: _____

Principal Place of Business Address: _____
(City/County/State)

Telephone Number: _____

Type of Business/Organization (check appropriate box):

(a) ☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit ☐ Joint Venture ☐ Corporation
☐ Other - Specify _____

(b) State of Incorporation: _____

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.



PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
of _____
(Name of Company)

SIGNATURE

DATE



CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____

E-mail Address: _____

Date: _____



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest _____ license/permit _____ and _____ /or _____ contract _____ for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Commission Number

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Expires



DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with _____
(Contractor),
_____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
of _____
(Name of Company)

Signature

Date

_____, who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT “E-VERIFY”

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number

Date of Authorization

BY: _____
(Authorized Officer or Agent)

Title

Date: _____

* **or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____



INDEMINIFICATION CLAUSE

Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

Bidder's Name

Signature

Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____

Title: _____

Signature: _____

Date: _____



TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his/her bid and in the Total Bid Price are costs for complying with the Georgia Underground Facility Protection Act (GUFPA). The Bidder further identifies the costs of such compliance to summarized below:

Trench Safety Measures (Describe)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.				
B.				
C.				
D.				

The Bidder certifies that all trench excavation done within his/her control in excess of five (5') feet in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R.s. 1926.650 Subpart P. and the Georgia Underground Facility Protection Act (GUFPA).

Failure to complete the above may result in a non-responsive, non-responsible determination.

Date: _____

Name: _____

Signature: _____

Title: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

INSURANCE

BIDDERS MUST SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.



BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Stonecrest. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one- third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.



PERFORMANCE AND PAYMENT BOND

BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WITH BID SUBMITTAL. FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.

This contract is required to be bonded pursuant to O.C.G.A. § 36-91-70. Payment and performance bonds are required for all construction contracts in excess of \$100,000.00; however, the City may also require bonds for construction contracts valued at less than \$100,000.00 or for any non-construction contracts.

Surety bonds issued by a surety authorized to do business in the state of Georgia are acceptable. Unless otherwise specified in the solicitation, other types of bonds including cash bonds, checks, and certified checks are not acceptable.

The Contractor shall furnish a Performance and Payment Bond in the amount equal to **100%** of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by City.

SCHEDULE 1

BID NUMBER: _____ LIAISON: _____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS

ENTERPRISE TO: _____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

_____ an individual _____ a corporation _____ a partnership _____ a joint venture

_____ The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: \$ _____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
--------------	--	--------------------------------------

_____ % of the dollar value will be awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE: _____ BY: _____
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-1

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

BID NUMBER: _____ LIAISON: _____

TO: _____

(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

_____an individual _____a corporation _____a partnership _____a joint venture

_____The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: \$ _____.

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
--------------	--	--------------------------------------

_____ % of the dollar value will be awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Stonecrest.

(NAME OF LOCAL CONTRACTOR)

DATE: _____

BY: _____

(SIGNATURE OF LOCAL CONTRACTOR)

SCH-2

SUBCONTRACTORS

Please provide a list of Subcontractors that will be used to complete the work requested herein

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

Company Name: _____

Address: _____

Phone Number: _____ E-mail: _____

License Held: _____ License Number: _____

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing Pour-In-Place Playground Surface Project in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WILL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO.1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : CITB-0006-26, Pour-In-Place Playground Surface Project

* **NOTE: BASES OF AWARD:** The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____ Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

B-1

CITB-0006-26
Pour-In-Place Playground Surface Project



ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Supply and Install: Pour-In-Place Rubberized Material and Foundation Under Equipment; Poured-in-place EPDM layer and supporting base for 30 ft radius Children's Play area sqft.	SF	4540	\$	\$
TOTAL COST:					\$
TOTAL COST IN WORDS:					

City Colors

The City of Stonecrest's brand colors are an essential element of our visual identity, reflecting the city's vibrancy, strength, and connection to its community. These colors have been carefully selected to convey a cohesive and professional appearance across all print and digital communication platforms. Each color in the palette contributes to Stonecrest's brand narrative.

The **city colors** are the foundation of Stonecrest's visual identity and should be used prominently for all communications, such as logos, signage, and official documents.

The **primary city colors** include red, black, and grey/silver. These colors form the cornerstone of the Stonecrest brand and should be prioritized in all materials.

PRIMARY COLORS

COSC RED

COSC BLACK

COSC GREY/
SILVER

HEX: #D9273A
RGB: 217, 39, 58
CMYK: 9, 98, 82, 1

HEX: #141415
RGB: 20, 20, 21
CMYK: 0, 0, 0, 98

HEX: #C7C8CA
RGB: 199, 200, 202
CMYK: 0, 0, 0, 25

SECONDARY COLORS

COSC GOLD/
YELLOW

COSC GREEN

HEX: #FAD733
RGB: 250, 215, 51
CMYK: 3, 12, 90, 0

HEX: #429046
RGB: 66, 144, 70
CMYK: 77, 21, 96, 6

The **secondary city colors** include green and yellow/gold. These colors may be used in addition to the primary palette to provide visual variety and support the overall Stonecrest brand.

Attachment "D"

REQUESTS FOR APPROVED EQUALS FORM

Potential Vendors may submit for the City's consideration for a determination of approved equal status. Requests for Approved Equals must be submitted on the below form and delivered by email to the TBoynton@stonecrestga.gov, no later than date and time listed on page **ITB-3** in the **Solicitation**. The City's response to Requests for Approved Equals will be issued by addendum. Do not submit this form through DemandStar.

Vendor shall submit with this form any relevant product literature in order to demonstrate that the product meets all the solicitation requirements. City is not obligated to review incomplete requests.

Vendor to complete the following:

Vendor Name: _____

Contact Name/Title: _____

E-mail: _____ Phone: _____

Solicitation No.: _____ Solicitation Title: _____

Request No.: _____ Ref. Page No.: _____ Ref. Specification No.: _____

Specification Requirement from solicitation:

Request for Approved Equal:

Manufacturer Offered: _____

Model No./Product: _____

Description of product offered for approved equal:

Product Literature is attached to this form? ☐ Yes ☐ No

For City Use Only

City Response: ☐ Approved ☐ Not Approved

Reasons: _____

THE CITY OF STONECREST, GEORGIA
CONTRACT FOR
POUR-IN-PLACE PLAYGROUND SURFACE PROJECT

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CONTRACT FOR SOUTHEAST ATHLETIC COMPLEX DOG PARK AND INCORPORATED GENERAL CONDITIONS

This Agreement is made by and between the **CITY OF STONECREST, GEORGIA**, a municipal corporation of the State of Georgia (the "Owner"), and _____, a corporation created and existing under the laws of the State of Georgia (the "Contractor"), under seal for the Pour-In-Place Playground Surface Project within the City of Stonecrest (the "Project"). For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Contractor hereby agree as follows:

ARTICLE I **THE CONTRACT AND THE CONTRACT DOCUMENTS**

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, any and all Exhibits attached hereto, the Specifications, the Drawings, all Change Orders and Task Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Advertisement for Competitive Sealed Bids/Proposals; Instructions to Offerors; Bid/Proposal Form; Bid Bond; Payment Bond; Performance Bond; Notice of Award; Change Order; Certificate of Substantial Completion; Notice to Proceed.

Documents not enumerated in this Paragraph 1.2 or not otherwise incorporated by reference hereunder are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, Contract Documents, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create or be interpreted to create privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR

CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

1.7 Hierarchy of Contract Documents

1.7.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract for Construction and the specifications, the requirements of the Contract for Construction shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the Engineer in writing by the Contractor.

ARTICLE II **THE WORK**

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the

Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows: See **Exhibit A**, which is attached hereto and is incorporated herein by reference.

ARTICLE III **CONTRACT TIME**

3.1 Contract Term

3.1.1 This Agreement shall commence on the effective date of this Agreement and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed, unless renewed pursuant to Paragraph 12.3.

3.2 Time and Liquidated Damages

3.2.1 The Contractor shall commence the Work under this Agreement on the date established by a written Notice to Proceed given by the Owner to the Contractor fixing the date on which the Contract time will commence to run. The Contractor shall achieve Substantial Completion of the Work within _____ calendar days from receipt of the Notice to Proceed (NTP) and Purchase Order (PO), unless another date is provided within the written Notice to Proceed. The number of consecutive calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time."

3.2.2 The Contractor shall pay the Owner the sum of two hundred and fifty (\$250.00) per day for each and every business day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.3 Substantial Completion

3.3.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed

substantially complete, and such partial use or occupancy shall not be evidence of Substantial completion.

3.4 Time is of the Essence

3.4.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV **CONTRACT PRICE**

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely and full performance of its obligations hereunder, the total lump sum amount set forth in Paragraph 4.1.2. The lump sum amount set forth in Paragraph 4.1.2 shall not be modified except by Change Order(s) as provided in this Agreement.

4.1.2 The total lump sum amount to be paid by the Owner to the Contractor for the Contractor's limitedly and full performance of its obligations under the Agreement shall not exceed _____ (\$_____). See **Exhibit B** (Cost Estimate) attached hereto and incorporated by reference herein.

ARTICLE V **PAYMENT OF THE CONTRACT PRICE**

5.1 Schedule of Values

5.1.1 For all portions of this Agreement not payable in unit values, within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Engineer a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Engineer and the Owner.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 *Progress Payments* -- Based upon the Contractor's Applications for Payment submitted to the Engineer and upon Certificates for Payment subsequently issued to the Owner by the Engineer, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 1st day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 30th day of the month to the Engineer in such form and manner, and with such supporting data and content, as the Owner or the Engineer may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the Owner) for subsequent incorporation in the Work, less the total amount of previous payments received from the Owner. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the Owner, that the Owner has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with Articles 4 and 5 of this Agreement, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Engineer shall determine and certify to the Owner the amount properly owing to the Contractor.

5.2.4 The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Engineer's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Engineer's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow. PROVIDED, HOWEVER, that when fifty (50) percent of the contract value, including change orders and other additions to the contract value, provided for by the Contract Documents is due, and the manner of completion of the contract Work and its progress are reasonably satisfactory to the Owner, the Owner shall withhold no more retainage. At the discretion of the Owner, and with the approval of the Contractor, the retainage of any subcontractor may be released separately as the subcontractor completes its work. If, however, after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the Owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. The rights of the Owner set forth herein to retainage are in addition to all of the other rights and remedies of the Owner set forth in this Agreement.

5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 To the extent permitted by Georgia law, the Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within forty-five (45) days after the date established herein for payment to the contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may, after seven (7) additional days' written notice to the Owner and Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner has been received. Any payment not made within forty-five (45) days after the date due shall bear interest at the rate of three percent (3%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer and Owner notice that it believes the project has been completed. The Engineer shall then cause the project to be inspected and provide the Contractor with either (1) a list of items to be completed or corrected by the Contractor, or (2) a Certificate of Substantial Completion. When the Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion shall be submitted to the Contractor for its written acceptance of the responsibilities assigned to it in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payment to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 Completion and Final Payment

5.6.1 When all of the Work is finally complete, and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and all Contract Documents, and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Guarantees

required by the Contract shall commence on the date of Final Completion of the Work. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of Two Hundred and Fifty Dollars (\$250.00) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer and Owner all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Engineer's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 The Owner and Contractor expressly agree that the terms of payment, payment periods, and rates of interest herein shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 *et al.*, and the provisions of said Act are herein waived.

ARTICLE VI

THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 If the Contractor requests in writing, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability, therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work (if applicable). The Contractor will be charged, and shall pay the Owner, Fifty Dollars (\$50.00) per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting of the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due to the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Compliance with Contract

7.2.1 The Contractor shall perform the work strictly in accordance with this Contract.

7.3 Reasonable Care and Skill

7.3.1 The Contractor shall supervise and direct the Work and warrants that it will perform all services or Work using reasonable care and skill and in workmanlike manner consistent with industry standards. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.4.2 The standard of care applicable to the Contractor's services shall be the standard of skill and diligence normally employed by businesses performing the same or similar services at the time the Contractor's services are performed. For a twelve (12) month period commencing with the completion of the Work, the Contractor shall re-perform, solely at its own cost and without additional compensation due from the Owner, any services not meeting this standard. The Contractor further warrants that any service it undertakes in the performance of the Work will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

7.5 Permits

7.5.1 The Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Engineer.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

<u>Name</u>	<u>Function</u>

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 Schedules

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner for their information the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner and the Engineer a separate shop drawing and submittal schedule detailing the schedule for the submission to the Engineer of all shop drawings (if applicable) submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to

reflect conditions encountered from time-to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Engineer. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner or the Engineer may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.8 Required Documents at the Site

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and the Engineer the approved Shop Drawings (if applicable), Product Data, Samples, and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Shop Drawings, Product Data and Samples

7.9.1 Shop Drawings (if applicable), Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings (if applicable), Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, officers, employees, agents and representatives from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 For any claim against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

7.13 Means, Methods, Techniques, Sequences, Procedures and Safety

7.13.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the work required by the Contract Documents. Nothing contained herein, however, shall in any manner whatsoever relieve, release or discharge the Engineer from any of its duties, responsibilities, obligations, or liabilities as set forth in its contract with the Owner, or as provided by law.

7.14 Separate Contracts

7.14.1 The Owner reserves the right to perform work on the premises with its own forces or by the use of other Contractors. In such event, the Contractor shall fully cooperate with the Owner and such other Contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the Owner or other Contractors.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Engineer's Administration

8.2.1 The Engineer, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the Owner's representative from the effective date of this Contract until final payment has been made. The Engineer shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Engineer.

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.2.10 THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED,

ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE OWNER AND THE ENGINEER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ENGINEER TO THE OWNER.

8.3 Claims by the Contractor

8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Engineer, and the Contractor.

8.3.3 *Claims for Concealed and Unknown Conditions* -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 *Claims for Additional Costs* -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs

incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.3.5 Claims for Additional Time -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by Changes Ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.4 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated

8.4.1 Pursuant to the provisions of subparagraph 8.3.5 of this Contract, the contract time may be extended upon written notice and claim of the Contractor to the Owner and the Engineer as set forth in such subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

8.4.2 In addition to the notice requirements set forth in the aforesaid subparagraph 8.3.5, the Contractor agrees that it shall provide written notice to the Owner and the Engineer on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner and the Engineer is a condition precedent to the submission of any claim for an extension of time as provided by subparagraph 8.3.5. Furthermore, as required by subparagraph 8.3.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner or the Engineer may be required. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of subparagraph 8.3.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.2 All Subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Task/Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and Engineer, issued after execution of this Contract, authorizing, and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in the Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or Engineer requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In the event the Contractor performs the Work required by Change Order with its own forces, and not the forces of a Subcontractor, the overhead and profit due the Contractor for such work shall be twenty (20) percent. In the event the Change Order Work is performed by one or more Subcontractors, the Contractor's overhead and profit shall be seven and one-half (7-½) percent. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Engineer's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as

thus amended, the Contract Price and the Contract Time. The Contractor by executing the Change Order waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI **UNCOVERING AND CORRECTING WORK**

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or Owner, be uncovered for the Engineer's inspection, and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Engineer or Owner, be uncovered for the Engineer's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Owner as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for any outside contracted services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed

and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII **CONTRACT TERMINATION**

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Engineer, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Engineer and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 *For Convenience*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within six (6) months from the effective date of the termination, the Owner shall pay the Contractor, an amount derived in accordance with sub-paragraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent Agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- (i) Contract prices for labor, materials, equipment and other services provided under this Contract;
- (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears the Contractor would have not profited or would have sustained a loss if the entire Contract would

have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the number of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority that has jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

12.3 Renewal

12.3.1 Pursuant to O.C.G.A. § 36-60-13, this Agreement shall commence on the effective date of this Agreement and shall terminate absolutely and without further obligation on the

part of the Owner at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed following the process outlined in subsection 12.2.3.2 below.

12.3.2 The Owner shall determine no less than forty-five (45) days prior to the end of the calendar year in which the Agreement was executed whether or not said contract shall be renewed for the following calendar year. Such determination shall be made at the sole discretion of the Owner and may depend on factors such as budgeted funding for the following calendar year, performance of the Contractor under the Agreement during the current calendar year, or any other such factors the Owner may choose to consider. The Owner shall notify the Contractor in writing of the Owner's decision to either renew or not renew this Agreement no less than thirty (30) calendar days before the end of the current calendar year.

12.3.3 Notwithstanding anything contained in subsection 12.2.3.2 above, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Owner under the Agreement.

12.3.4 This Agreement is not deemed to create a debt of the Owner for the payment of any sum beyond the calendar year of execution or, in the event of renewal, beyond each calendar year of renewal.

ARTICLE XIII

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

13.1 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to sixty (60) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same.

13.2 In the event the Owner directs a suspension of performance under Paragraph 13.1 through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of;

- (i) demobilization and remobilization, including such costs paid to Subcontractors;
- (ii) preserving and protecting work in place;
- (iii) storage of materials or equipment purchased for the Project, including insurance thereon;
- (iv) performing in a later, or during a longer time frame than contemplated by this Contract.

ARTICLE XIV

INSURANCE

14.1 Insurance

14.1.1 The Contractor will provide minimum insurance coverage and limits as per the following:

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- \$1,000,000 per occurrence for Property Damage
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability:

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

Workers' Compensation and Employer's Liability:

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

Contractors Pollution Liability Coverage:

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Guaranteed policy extension provision;
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity;
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project; and
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

14.1.2 The Contractor will file with the Owner Certificates of Insurance, certifying the required insurance coverage below and stating that each policy has been endorsed to provide thirty (30) day notice to the Owner in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the Owner, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

ARTICLE XV **MISCELLANEOUS**

15.1 Governing Law

15.1.1 The Contract shall be governed by the law of the State of Georgia, exclusive of its choice of law provisions. In the event of any litigation arising from this Contract, venue shall be in any court of competent jurisdiction of the County of DeKalb, Georgia.

15.2 Successors and Assigns

15.2.1 The Owner and the Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

15.3 Interpretation

15.3.1 The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

15.4 Severability

15.4.1 If any provision of this Contract shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to cure such invalidity or unenforceability; provided, however, if such modification is not possible without creating a material conflict with another provision of this Contract, such invalid or unenforceable provision shall be deemed stricken from this Contract.

15.5 Amendment and Waiver

15.5.1 This Contract may not be amended, modified, or waived except by a writing signed by an authorized representative of each part. No waiver of or any failure or omission to enforce any of the provisions hereof by the Owner shall be construed to be a waiver of the Owner to enforce any such provisions or any other provision(s) of this Contract.

15.6 Notice

15.6.1 Notices. Where a party is required or permitted to give notice to the other pursuant to this Contract, such notice is deemed given: (i) when delivered in hand; (ii) three (3) days after it is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the address listed below; or (iii) one (1) day after it is sent by courier or facsimile transmission if receipt is verified by the receiving party and such notice is addressed to the Party to receive such notice. Any notice required to be given by or on behalf of either party to the other shall be sent to the address specified below, or as such other address as may be specified, from time to time, by notice in the manner herein set forth.

If to the Owner/City:
City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email:

With copies to:
City Attorney
Denmark Ashby Matricardi
100 Hartsfield Centre Pkwy.
Ste. 400
Atlanta, Georgia 30354
Email: Wdenmark@damlaw.com

If to the Contractor:

If to the Engineer:

15.7 Time is of the Essence

15.7.1 Time is of the essence for this Contract, the Contract Documents, and all supporting documents.

15.8 Participation in Federal Work Authorization Program

15.8.1 The Contractor shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit containing the above information. Further, to the extent that a Subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. Said affidavit shall be attached hereto and incorporated by reference herein as **Exhibit C**.

15.9 Counterparts

15.9.1 This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

15.10 Captions

15.10.1 The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

15.11 Surety

15.11.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased automatically by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and Owner's legal counsel and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

15.12 Interpretation

15.12.1 The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been signed and delivered by a duly authorized representative of each party as of the last date indicated below.

CITY OF STONECREST, GEORGIA

CONTRACTOR

By: _____
(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date of Execution)

(Date of Execution)

Attest: _____
(SEAL)

Attest: _____
(SEAL)

EXHIBIT A
SCOPE OF WORK

SAMPLE

EXHIBIT B
COST ESTIMATE

SAMPLE

EXHIBIT C
E-VERIFY AFFIDAVIT

SAMPLE



PURCHASING POLICY OF THE CITY OF STONECREST, GEORGIA

LAST REVISED: 02.10.25, 03.10.25

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DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING: THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.

SECTION I – GENERAL PROVISIONS

(1) PURPOSE AND OBJECTIVE

The purpose of this policy is to provide guidance to personnel engaged in the purchasing process throughout the City of Stonecrest. Officially publish the administrative rules governing the City's purchasing and procurement activities for acquisition and contracting of Goods, Services, Professional Services, Real Estate, and Capital Assets. This policy is to ensure compliance with the State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.), Georgia Statutes, City Charter, City Procurement Code (*Reference Purchasing Policy, Procurement Processes and Procedures*), State of Georgia Commission of Ethics, and Georgia Office of Inspector General (GOIG), and National Institute of Government Purchasing (NIGP) and the Institute for Supply Management (ISM) and applicable additional requirements when utilizing SPLOST, ARPA, Federal Grant Funds.

Additionally, this policy provides clarification on the duties, responsibility and authority of City Council, City Manager, Procurement Official and City staff participating in purchasing and procurement activities on the behalf of the City. This policy defines the Procurement Departments functions and outlines processes and procedure providing internal oversight, controls, and mechanisms needed to allow the City to meet the following goals:

- A. Ensure that tax dollars are spent in the most transparent, economical and efficient manner;
- B. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- C. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- D. Safeguard the quality and integrity of the City's procurement process;
- E. Ensure compliance with state, local, and federal laws and regulations pertaining to procurement;
- F. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- G. Administer procurement contracts and contract amendments;
- H. Properly dispose of all material and equipment declared to be surplus or obsolete; and
- I. Maintain proper record keeping of all purchasing and procurement activities.

In addition, this policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations,

reduce costs and liabilities, and improve the environmental quality of the region. This policy will guide the City's efforts in procuring environmentally preferable Goods and Services.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

(2) SCOPE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Stonecrest, and confer no rights, duties or entitlements to any vendor, bidder or proposer.

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. The policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

As part of the audit process, the internal controls and accounting processes outsourced to municipal services Vendors will be evaluated and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is not exempt from the City's adopted Purchasing Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.

The provisions of this policy do not apply to procurements for the following:

- A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq.*;
- B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;
- C. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;
- D. Antiques and other unique assets of historical value, including restoration of these items;
- E. Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, except as provided in Section VII(F) (Real Estate Acquisitions);
- F. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;

- G. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;
- H. Dues, memberships, and board member fees;
- I. Insurance procured through a negotiating process;
- J. Legal services, litigation, experts and materials, and related legal expenses;
- K. Items or services procured for resale or to generate a revenue;
- L. Advertisements including, but not limited to, bid/proposal solicitations and legal advertisements required by law or by City policy;
- M. Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;
- N. Subscriptions and dues established during the budget process;
- O. Utilities;
- P. Seized Property included in a court order authorizing disposal;
- Q. Grant awards or agreements that require certain firms or individuals to perform the work;
- R. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation, except as provided in Section VIII.

(3) DEFINITIONS

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.
- B. **AMENDMENT** means an agreed upon change order, addition to, deletion from, correction or modification of a Contract including a Contract Extension or a Contract Renewal.
- C. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- D. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.
- E. **CAPITAL ASSET** is an item of personal property having a normal life expectancy of three years or more other than components.

- F. **CITY** means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards and staff.
- G. **CITY ETHICS POLICY** shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.
- H. **CITY FINANCE DIRECTOR/FINANCE DIRECTOR** means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- I. **COMPETITIVE AWARD** means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
- J. **CONSTRUCTION** means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials therefor. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- K. **CONSTRUCTION SERVICES** means services rendered by an independent and licensed contractor having expertise in Construction.
- L. **CONTRACT** means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
- M. **CONTRACT EXTENSION** means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- N. **CONTRACT RENEWAL** means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
- O. **COOPERATIVE PURCHASE** means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

- P. EMPLOYEE** means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term “employee” shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- Q. EMERGENCY** means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- R. EMERGENCY PROCUREMENT** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- S. END USER** means the Department/Division that uses the goods, services, or work after purchasing or receiving it and directly benefits from its use. End Users have the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The End User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The End User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.
- T. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES** means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- U. GEORGIA PROCUREMENT REGISTRY** means the state’s central bid registry established by the Department of Administrative Services, which provides a public listing of solicitations posted by state entities and local governments.
- V. GIFTS or FAVORS** means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.
- W. GOODS or COMMODITIES** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- X. GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).
- Y. INFORMAL WRITTEN QUOTES (IWQ)** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does

not require a more formal Bid or proposal process.

- Z. INVITATION TO BID (ITB)** means a method used solicit competitive sealed bid responses based on price.. A contract/PO can be issued to the lowest responsive and responsible bidder. This method requires a well-defined scope of work/services, bid line items and additional relevant information is needed to ensure bidders have sufficient information to submit a final bid cost proposal in response to the solicitation.
- AA. LATE BID/PROPOSAL** means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.
- BB. LIFE CYCLE COST ASSESSMENT** means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- CC. MULTIPLE AWARD CONTRACT** means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- DD. NEGOTIATED AWARD** means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.
- EE. OFFICIAL** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.
- FF. ORDINANCE** means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- GG. PAYMENT TERMS** means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- HH. PERFORMANCE BOND** means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.
- II. PERSON** means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- JJ. PIGGYBACK PURCHASE** means using an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract. Suppliers must offer the

City the same prices, terms and conditions as that of the issuing entity.

- KK. PRACTICAL** means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- MM. PRE-QUALIFICATION** means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.
- NN. PROCUREMENT** means the process of acquiring products, goods, and services by balancing and negotiating prices, resources, and time for business purposes. It involves strategic selection and purchasing to ensure the organization has the necessary resources to operate competitively and effectively. Procurement represents more strategic and less purely transactional process. Procurement involves strategic selection and purchasing of materials by finding the right suppliers, negotiating contracts, and assisting with managing relationships with stakeholders, Vendors and the community.
- OO. PROCUREMENT OFFICIAL** means the principal purchasing official directing, monitoring and overseeing purchasing and procurement activities of the City (Section III – Procurement Official). This person is appointed by the City Manager. The Procurement Official is authorized to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- PP. PROFESSIONAL SERVICES** means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include, but are not limited to, evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- QQ. PROPOSER** means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.
- RR. PURCHASE ORDER** means a document approved and issued by the Procurement Official or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- SS. PURCHASING** is the organized acquisition of goods and services on behalf of the buying entity. Purchasing is also the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City.
- TT. REAL ESTATE** means land and any improvements and appurtenances thereto.
- UU. REAL ESTATE ACQUISITION** means the acquisition of a fee interest, estate for years or

usufruct in Real Estate by purchase or lease.

- VV. REQUEST FOR PROPOSALS (RFP)** means all documents utilized for soliciting proposals for Goods, Capital Assets or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- WW. REQUEST FOR QUALIFICATIONS (RFQ)** means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.
- XX. REQUESTOR** means the employee entering a Purchase Requisition into Tyler or submitting a Purchase Requisition Request Package to the Procurement Department seeking authorization and assistance to procure good and/or services.
- YY. REQUISITION** means an internal document, provided by a department to the Procurement Official that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- ZZ. RESPONSIBLE BIDDER OR PROPOSER** means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.
- VV. RESPONSIVE BIDDER OR PROPOSER** means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- WW. SERVICES** mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- XX. SHORTLISTING** means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- YY. SINGLE-SOURCE PROCUREMENT** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- ZZ. SOLE-SOURCE PROCUREMENT** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given

Purchasing need of the City.

AAA. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

BBB. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

CCC. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

DDD. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

SECTION II – ETHICS IN PROCUREMENT

Every person, business, or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section II. Whenever this Section II conflicts with the City Code of Ethics, the City Code of Ethics shall control.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

1. The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
3. An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of

interest with regard to matters pertaining to that substantial interest. *See* Appendix C for Sample City Employee/Official Conflict of Interest Disclosure

4. All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.
5. The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. *Gratuities and other benefits.* It shall be unethical for any Employee or Official to directly or indirectly solicit, demand, receive, accept, or agree to receive any gratuity, reward, offer of employment, services, or thing of value from any person, business, or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

It shall further be unethical for any person, business, or entity to offer, give, or agree to give or offer to give any Employee or Official any gratuity, reward, offer of employment, services, or thing of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

- i. A “thing of value” shall not include:
 - a. Any gift with a value less than ***\$100.00***;
 - b. Food or beverage consumed at a single meal or event;
 - c. An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
 - d. Promotional items generally distributed to the general public or to public officers;
 - e. Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their Goods and Services are acceptable and are the property of the City; and
 - f. Educational events, materials, and meals as described in subparagraph (ii).
- ii. *Educational Events.* Nothing in this section shall preclude an Employee or Official of the City from attending seminars, courses, lectures, briefings, or similar functions at any person, business, or entity’s facility or at any other

place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the person, business, or entity's products or services and is one which the City Manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from receiving meals or educational materials and business related items of not more than nominal value from a person, business, or entity. However, no Employee or Official shall accept or receive free travel or lodging for less than the value thereof from a person, business, or entity.

2. *Kickbacks and Rebates.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.
3. *Contract Clause.* The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be referenced in every Contract and Solicitation.

C. Prohibition Against Contingent Fees

It shall be unethical for any Person to be retained, or to retain a Person, to solicit or secure a Contract upon any agreement or understanding for a contingent fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors. A "contingent fee" as used in this subsection C, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a Person has in securing a city Contract.

D. Use of Confidential Information

It shall be unethical for any Employee or Official to knowingly disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

F. Penalties and Sanctions

1. *Legal or disciplinary action by City Council.* The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.
2. *Legal or disciplinary action by City Manager.* The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Ethics Policy.
3. *Administrative penalties for Employees.* The City Manager may impose any one or more

of the following penalties or sanctions on an Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

- a) Oral or written warnings or reprimands.
 - b) Suspensions with or without pay for specified periods of time.
 - c) Termination of employment.
4. *Administrative penalties for outside contractors/Vendors.* The City may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:
- a) Written warnings or reprimands.
 - b) Termination of Contracts.
 - c) Debarment or suspension.

G. Vendor Contact During Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Procurement Official named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

H. Evaluator Conflict of Interest

The role of an Evaluation Committee is to objectively evaluate bids/proposals and to identify and recommend the most advantageous bid/proposal. A conflict of interest arises where an Evaluation Committee has some other interest that could materially interfere with their duty to act impartially in the evaluation process.

Evaluation Committee members will be asked to sign a disclosure indicating any conflict of interest before participating in the evaluation. *See Appendix D* for the Sample City Evaluator Conflict of Interest Disclosure. Evaluation Committees may include external specialists and technical experts, if required. Each members' impartiality is equally important as their professional expertise and proficiency throughout the evaluation process. To participate on the Evaluation Committee, each person agrees to declare any conflict of interest, discharge their obligations and responsibilities to the highest standards of integrity, carry out the duties impartially and fairly and refrain from fraud and corruption. They must follow the evaluation rules set out in the bidding documents and the instructions provided to them by the Evaluation Committee Chair.

SECTION III – PROCUREMENT OFFICIAL

The City Council appoints the City Manager, or such other Employee designated by the City Manager, to serve as the Procurement Official for the City, until such time an independent third party is appointed and contracted by the City Council to serve as the Procurement Official under the direction and control of the City Manager.

A. Duties and Responsibilities

The Procurement Official shall faithfully discharge the following duties and powers of said office:

1. Direct efforts to procure Goods, Capital Assets, Real Estate, Services, Construction Services and Professional Services in accordance with the requirements of this Purchasing Policy, City of Stonecrest Code of Ordinances, and Georgia law, and federal when applicable.
2. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
3. Manage and supervise purchasing staff.
4. Review and approve requisitions.
5. Review and approval solicitation drafts prior to release.
6. Control and supervise all City storerooms and warehouses.
7. Maintain and adhere to all City purchasing procedures and the Purchasing Policy.
8. Recommend revisions to the Purchasing Policy and related procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes. Revisions to this Purchasing Policy shall be subject to the approval of City Council.
9. Plan and implement processes for the ongoing protection of the City's interests.
10. Establish guidelines, within the Purchasing Policy, governing the review and approval of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
11. Maintain an inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the

Finance Director that include:

- a) Titles of all formal solicitations and the method of source selections to be used.
 - b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
 - c) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.
 - d) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.
 - e) Amendments or change orders authorized by the Procurement Official and the dollar amount and reason.
 - f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.
 - g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.
12. Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
 13. Determine the most advantageous method of procurement in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
 14. Ensure that all Contracts are reviewed and approved by the City Attorney pursuant to Section 3.08 of the City Charter.
 15. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
 16. Create agenda items when solicitations, piggyback, cooperative purchases require the approval of City Council.
 17. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.

18. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
19. Where in the best interest of the City, require Bid/Proposal Bonds, insurance and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.
20. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Procurement Official, it is in the City's best interest to do so.
21. Reject any and all bids, when in the opinion of the Procurement Official it is in the City's best interest to do so.
22. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
23. Make recommendations on Contract approval, rejection, Amendment, and cancellation.
24. Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.
25. Provide and update all forms to procure Goods, Services, and Professional Services, as needed.

SECTION IV – PROCUREMENT PROCESSES AND PROCEDURES

The procurement process begins when the need to obtain goods or services is identified. All functions that pertain to the acquisition, including competitive procurement, contract negotiation and award, and all phases of contract administration are included in the procurement process.

To initiate a procurement process, the following initial steps must be taken:

1. *Determine Need:* The End User is responsible for determining the need for a good or service and providing appropriate documentation and justification therefore, including a purchase requisition.
2. *Determine Funding:* The End User is responsible for ensuring funds are budgeted and made availability prior to initiating any purchases. The End User must provide the specific budget account numbers.
3. *Determine Specifications:* The End User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.

Note: All purchase requests must be submitted far enough in advance to allow the Procurement Official time to review the request, ensure sufficient information has been provided, ensure purchases and expenditures are authorized, and facilitate a proper procurement process.

Note: *Acceptance of Procured Item or Service:* End Users are responsible for advising the Procurement Department in writing when goods have been received and when services have been completed to their satisfaction. Invoices for payment must be signed and dated.

Note: Returns/Unsatisfactory Services: All returns must be initiated by the End User through the Procurement Department.

Note: Contract/Agreement Changes: The Procurement Official will review and process all Contract/Agreement Amendments, Modifications or cancellations. Such requests must be submitted to Procurement@stonecrestga.gov.

A. **Small Purchases (Under \$4,999.99):** Requisitions/Purchase Orders are not required. However, End User's must attempt to obtain additional quotes (verbal, written) to obtain fair and reasonable pricing whenever possible. *Refer to Page 21-24, for additional information.*

1. Purchase Orders: Vendors may require a Purchase Order prior to providing goods and/or services. If so, the Requestor must complete a Purchase Requisition Request Form and provide supporting documentation (if available quote, price list, etc.). The request must be submitted to the Procurement Department at Procurement@stonecrestga.gov for review and processing.
2. End User may create a Purchase Requisition in Tyler as a "Requestor". The Purchase Requisition should include quotes/price list whenever available. Purchase Requisitions will be reviewed and approved by the department director and Procurement. Upon completion of the review and approval process, a Purchase Order will be issued. *Refer to Page 21-24 for additional information.* **Upon completion of Procurement Training departments will submit purchase requisitions into Tyler.
3. **Invoices:** A Purchase Requisition is created, reviewed and approved to generate a Purchase Order to encumber funds and process payments. End Users may create a Purchase Requisition to generate Purchase Order and encumber funds which will be used to make payment to Vendors. Invoices process through the Procurement Department must be signed and dated. Please submit such request to Payable@stonecrestga.gov.

B. **Purchase Requisition & Purchase Orders (\$5,000.00 – 49,999.99):**
A Purchase Requisition is required to initiate the procurement process. A Requisition is a request to purchase Goods, Capital Assets, obtain Services, Construction Services or Professional Services. End Users must complete and submit a Purchase Requisition Package to Procurement@stonecrestga.gov for review and processing. *See Appendix C for sample Purchase Requisition Request Form.*

1. Purchase Requisition Package must contain the following information and supporting documentation:

- ✓ Requestor's / End User's information – name and contact information of the department/division, department director information and signature and Employee preparing the purchase Requisition.
- ✓ Date request submitted to Procurement.
- ✓ Need by date – must state a definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
- ✓ Complete description of items being purchased or scope of work/services to be provided or performed, technical specifications of goods or services. This information should be provided in the quote/proposal/estimate provided by the Vendor.
- ✓ Quantity(ies).
- ✓ Total or Estimated cost.
- ✓ Delivery destination (address).
- ✓ Complete budget account number to be encumbered.
- ✓ Vendor Name and Vendor Registration ID No. If the Vendor is not registered as a Vendor with the City, please contact Procurement for assistance.
- ✓ Previous purchase information, quotation, or contract (if known).
- ✓ Names and contact information of Known or suggested Vendor(s).
- ✓ Additional supporting documentation (Approved Emergency, Sole/Single Source Justification Forms, Certificates of Insurance as applicable, etc.)

NOTE: Obtain all required approvals prior to submitting a request to the Procurement Department. *Refer to Page 21-24*

C. Purchase Orders (PO's):

Purchase Order's (PO's) are generated in Tyler upon the completion of the purchase requisition review and approval process. Refer to Page 21-24.

1. Purchase Requisition Entered by the Procurement Department:

- ✓ The End User will complete and submit a Purchase Requisition Request Package to Procurement@stonecrestga.gov.

- ✓ A Purchase Requisition will be created by the Procurement Department. All required supporting documentation will be attached.
 - ✓ The Purchase Requisition will be submitted for review and approval. Refer to Page 21-24
 - ✓ Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
 - ✓ The End User will receive an e-mail containing a copy of the PO.
 - ✓ The End User will provide a copy of the PO prior to requesting or receiving any goods or services.
 - ✓ The Vendor MUST reference the PO No. on the invoice.
 - ✓ The End User must ensure the PO No. is referenced on the invoice prior to submitting for processing of payment.
2. Purchase Requisitions Entered by End Users (Requestor):
- ✓ Purchase Requisition: Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
 - ✓ The Requestor will receive an e-mail containing a copy of the PO.
 - ✓ The Requestor will provide a copy of the PO prior to requesting or receiving any goods or services.
 - ✓ The Vendor MUST reference the PO No. on the invoice.
 - ✓ The Requestor must ensure the PO No. is referenced on the invoice prior to submittal for processing of payment.
3. PO Change Orders: Change orders are permissible when there is a need to correct budgetary information, correct account distribution information, quantity(ies), addition/deletion of line items, change in description and unit price. The Procurement Official will review all requests for change orders. Change orders cannot be used to circumvent the procurement process and the original scope of work/services cannot substantially change the Contract/Agreement/PO. Change orders may be necessary to address unforeseen circumstances (as applicable).
- ✓ **Note:** If there is a change to the quoted price, a change order will be required. If the change order is more than **\$49,999** and not associated with an existing contract (City Contract/Agreement, piggyback, co-operative), additional information and additional approval is required and must follow the established purchasing thresholds. *Refer to Page*

22-23, Section V.

- D. Contracts: All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.
1. Contracts/Agreements < \$50,000.00: Require the approval of the Department Director, Procurement Official, City Attorney, and City Manager. The Procurement Official will obtain the required approvals and facilitate the contract execution process.
 2. Contracts/Agreements > *than* \$50,000.01 Require the approval and signature of the Department Director, Finance Director, Procurement Official, City Manager, City Attorney, and Mayor with City Council approval.
 3. If a City Contract/Agreement is required and appropriate upon the completion of a procurement process, the Procurement Official with the assistance of Procurement staff will draft the Contract, obtain required approvals and complete the execution process within both the City Manager and City Council award authorities.
 4. If a City Contract/Agreement is required and appropriate and requires the City Council and Mayor's approval, the Procurement Official will work with the End User to create and submit an agenda item for the next most feasible City Council meeting.
 5. If a Vendor Contract/Agreement is required and appropriate, the Procurement Official will review the Contract/Agreement for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation.
 6. The Procurement Official will route Contracts/Agreements to Legal for review and approval.
 7. Upon receipt of Legal approval, the Procurement Official will secure all approvals prior to execution of a Contract/Agreement.
 8. The Procurement Department will provide a copy of the executed contract to the Vendor and End User.
 9. BidNet Contract Management System is utilized to store and monitor City contracts. Contract renewal alerts are sent to the responsible parties for review and processing. Contracts are uploaded to the Vendor's Registration in Tyler. However, upon activation of the Contract Module in Tyler, all contracts will be added and monitored through Tyler in addition to the services provided through Bid Net.
 10. City contract terms are One (1) year with Four *(4) One (1) year renewal option for a total possible term of five (5) years, when applicable.
 - ✓ Vendor Performance Evaluations are to be performed annually prior to renewing a Contract/Agreement. End User's (Assigned Project Manager)

will complete the Vendor Performance Evaluation Form.

- ✓ Vendor Evaluations will be uploaded to Tyler and Bidnet.

11. Contract/Agreement Termination for Unsatisfactory Performance Process: Contracts may be terminated for convenience and cause due to failure to meet/performance the obligations in accordance with the Contract/Agreement. Except where public health and safety are at risk, the work or services will be halted. The Contract/Agreement may be terminated immediately if in the best interest of the City.

➤ Unsatisfactory Performance: Requires a Vendor Performance Evaluation form to be completed. End User (Assigned Project Manager/Management) must submit the completed form to the Procurement Department with supporting documentation.

1. A meeting will be held to discuss concerns with the Vendor. A Verbal Warning will be given with a 30-day timeframe to remediate and take corrective action(s).
2. A second meeting will be held to discuss concerns with the Vendor in reference to failure to remediate and take corrective action(s). A written warning will be given with a 30-day or less timeframe to remediate and take corrective action(s).
3. A third meeting will be held to discuss termination of Contract/Agreement consistent with the terms and conditions of the executed contract.
4. If a performance and payment bond is in place, the City will follow appropriate steps and work with surety company to address alternative options as needed and required by the State Purchasing Act.

12. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered.

13. The Procurement Official will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price.

14. If a quoted price of the change order is more than **\$50,000.00**, it shall require additional Requisition and approval from all necessary parties pursuant to the Purchasing Thresholds. The Procurement Official cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

E. Retainage:

Retainage - Public Projects/Public Works: The Georgia retainage laws governing public works

projects is found under GA Code §13-10-80. These rules apply to almost every type of public construction project in Georgia. The only exceptions being projects contracted by the Department of Transportation or contracts whose value or duration is less than **\$150,000** or 45 days. Any other construction project funded by a Georgia state or local government is subject to these provisions.

After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents, less retainage; and

- A. Retainage to a maximum of 5 percent of each progress payment. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.
- B. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor.
 - If at that time there are any remaining incomplete items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear.
- C. The contractor shall, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the contractor's retainage is reduced by the owner; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.
- D. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

- E. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.
- F. Deposits/Partial Payment Requests:
Deposits (Partial Payments) are permissible when this is a standard requirement of the Vendor to obtain goods and services. (Examples: Advertisement, Branding, Entertainment). Refer to Travel Policy for travel-related purchases and expenses.

SECTION V – PURCHASING THRESHOLDS

The following dollar amounts and approvals apply to all city departments. **In accordance with the City Code of Ordinances and Resolution No. (effective 2/10/25)**

(1) PURCHASING THRESHOLDS MATRIX

	Procurement Method*	Purchase Requisition & Internal Request Forms Required Approvals	Award Authority	Amendments/ Change Orders
≤ \$4,999.99	Requisition/Purchase Order necessary, unless requested by Vendor, paid with P-Card and payment to be made upon receipt of invoice.	1. Department Director 2. Finance Department (as needed) 3. Procurement Official	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	Increases greater than \$50,000 (excluding any contingency) require additional Requisition and approval from all necessary parties
\$5,000 - \$9,999.99	Three verbal quotes - Requisition, Purchase Order , and/or Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	
\$10,000 - \$49,999.99	Competitive Procurement: Informal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official 4. City Manager 5. City Attorney (contracts/agreements)	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	
\$50,000 & >	Competitive Procurement: Formal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official 4. City Manager (contracts/agreements) City Attorney (contracts/agreements)	1. City Manager 2. City Attorney (contracts/agreements) 3. City Council 4. Mayor	
Note: Purchase Requisitions & Internal Request Forms REQUIRED approvals requires written approval on all applicable forms. If a requisition is submitted in Tyler, the review and approval process will follow as indicated as applicable.		* The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. See Section VII (Noncompetitive Procurements). Piggyback Purchases exceeding the City Manager award authority will require City Council approval. Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Section VII. **City Council: Expenditures which exceed the original award amount and available annual budget requires City Council approval. **Communications/IT Purchases: COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR		

(2) PURCHASING THRESHOLDS EXPLAINED

Though competitive procurement may not be required under the applicable purchasing threshold, the Procurement Official may require the purchase to be competitively procured if he or she deems it necessary to best serve the interests of the City.

A. Small Purchases (“Discretionary Purchases”): Purchases made up to **\$4,999.99** are considered “Discretionary Purchases”. Within this threshold amount, End Users can obtain at least one quote/estimate/proposal written or verbal to obtain goods and services. End Users must attempt to obtain fair and reasonable pricing whenever possible. Verbal quotes/estimates/proposals are acceptable. However, if a quote/estimate/proposal is available and offered, please obtain one.

- ✓ A purchase requisition is not required unless the Vendor requires a PO or payment is made with a Purchasing Card (P-Card). If a PO is required, Please refer to Purchase Requisitions Form for additional information.
- ✓ Required Approval: Department Director. Failure to obtain prior approval will require written justification signed by the Department Director.
- ✓ If a Vendor Contract/Agreement is involved, submit a copy with supporting documentation to the Procurement Department for review and processing prior to requesting or obtaining goods and/or services.
- DO NOT SIGN Contracts/Agreements. The City Manager and Mayor are the only ones authorized to sign.
- All Contracts/Agreements must be reviewed and approved by the City Attorney

B. Purchases from **\$5000 - \$9,999.99**: A Purchase Requisition is required within this purchasing threshold. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals are required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
 - The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
 - If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the

Procurement Department for review and approval unless the Requestor submits a Purchase Requisition in Tyler for review and approval.

- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official. Failure to obtain prior approval will require written justification signed by the Department Director.

C. Purchases from \$10,000 - \$49,999.99: A Purchase Requisition is required within this purchasing threshold amount. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals is required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
 - The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
 - If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the Procurement Department for review and approval unless a Purchase Requisition is submitted in Tyler for review and approval.
- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official, and City Manager. Failure to obtain prior approval will require written justification signed by the Department Director.

D. Purchases from \$50,000.00 and greater: A Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. Upon completion of the procurement and award process, a Purchase Requisition may be created and a Purchase Order may be issued when applicable or a Contract/Agreement may be executed *See Formal Solicitations*; Section VI (2).

- ✓ Required Approvals: Department Director, Procurement Official, Finance Director, City Manager, and City Council must approve the purchase.
 - ✓ If a Contract/Agreement is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor or City Manager.
 - ✓ If procuring through non-competitive methods, please refer to the applicable section herein.
- E. Purchase Orders to Pay Invoices: A Purchase Requisition and the issuance of a Purchase Order (PO) is required to process payments to Vendors and to encumber the department's funds, except when payment is made with a Purchase Card (P-Card). All invoices must be e-mailed to Payables@stonecrestga.gov for processing. End Users Invoices must signed, dated and included the required supporting documentation (original quote/estimate, additional quote/estimate, copy of Contract / Agreement packing slip/receipt, etc. as applicable).
- F. *State/Federal Grants or Funds*. Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. *See* Projects Using Federal Aid Highway Program (FAHP), GDOT Funding, Section VIII. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.

SECTION VI – COMPETITIVE PROCUREMENTS PROCESS

(1) INFORMAL SOLICITATIONS

Requests for informal quotes, bids, and proposals are Informal Solicitations (“IS”) that are prepared and issued with the goal of obtaining competitive responses. IS shall be used for all Purchases from **\$10,000 - \$49,999.99**, unless otherwise provided by this policy. The steps to complete an IS are outlined below. Unless otherwise provided in this policy and procedures: If procuring through non-competitive methods, please refer to the applicable section herein.

To initiate an Informal Solicitation the End User must complete the following:

A Purchase Requisition Package and submit it to the Procurement Department at Procurement@stonecrestga.gov for review, approval and processing.

1. The Purchase Requisition Package must include the following:
2. For Goods: General specifications, technical specifications.
3. For Services: A detailed Scope of work/services to be performed.
4. Cost estimate, with an itemized price list, if known

Note: The Procurement Official may determine a formal solicitation is needed.

5. A list of Vendors to be contacted, as applicable.
- A. *Public Notice.* The Procurement Official shall, at a minimum, post a copy of the IS on the City's website, and provide any additional public advertisement if required by law, as required by the State of Georgia and as amended.
- B. Procurement Official and End User shall evaluate the responses to the IS. On or after the due date indicated in the IS, the Procurement Official shall determine which quote, bid, or proposal best serves the City's interests. A certificate of Insurance will be requested, as required by the State of Georgia requirements, as required by the State of Georgia and as amended.
 1. Tie informal quotes/bids shall be handled in the same way as tie formal bids. A split or partial award may be given to the lowest cost provider of each item or reasonable grouping of items if:
 2. The IS requires multiple Goods or Services;
 3. More than one Vendor provides a quote/bid/proposal that meets the specifications for the Goods or Services;
 4. A price comparison can be made between the Goods or Services; AND
 5. An acquisition, delivery, and other requirements can be reasonably administered.

(2) FORMAL SOLICITATIONS

Purchases from ***\$50,000 and greater*** a Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. The Solicitation Request Package must be submitted to Procurement@stonecrestga.gov for review, approval and processing.

The Procurement Official shall determine the best procurement method appropriate based on the type of goods and services being solicited and information provided by the End User.

Note: A Bid/ Proposal Bond or Performance Bond may be required as a part of the solicitation requirements.

A. Invitation To Bids (ITB)

Invitation To Bids (ITB) are prepared and issued with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services.

A PO or Contract/Agreement will be awarded to the lowest responsive and responsible bidder meeting the requirements of the solicitation.

The process to initiate and complete an ITB is outlined below:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.

2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.
3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.
4. The End User will review the solicitation draft, provide suggested revisions if needed, complete and return the Solicitation Review form to the Procurement Department for review.
5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.
6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.
7. A calendar invite will be sent to the End User so they may attend the bid opening meeting (in-person/virtually via Microsoft Teams)
8. Public Notice: The Procurement Official shall advertise the ITB on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the ITB and shall be advertised a minimum of thirty (30) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D) Emergency Procurement. In such event, the requirement for public notice may be reduced by the Procurement Official.
9. Correction/Withdrawal of Bids: Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the ITB; however, minor irregularities may be waived by the Procurement Official. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the ITB.
10. Addendums: Changes/Modifications to the original solicitation, supporting documents, including changes to the pre-bid/pre-submittal/pre-proposal and site-visit meetings, bids due date, time and location will be addressed by posting an addendum.
11. Bid Openings (Opening of Sealed Bids): Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*
 - ✓ Bids must be submitted electronically via BidNet (www.bidnet.com).
 - ✓ Paper submittals will not be accepted.

- ✓ Bid submittals are due on or before 3:00pm of the scheduled bids due date.
 - ✓ BidNet does not accept late bid submittals after the due date and time has elapsed.
 - ✓ Bids shall be opened in the presence of the Procurement Official or the designee. Other City staff may assist in this process as needed to serve as an additional witness at the time and place designated in the Invitation for Bids.
 - A calendar invite will be sent to the End User.
 - ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).
 - ✓ Opening of sealed bids will be open to the public (virtually or in-person) providing transparency in the procurement process.
 - ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).
 - ✓ Opening of sealed bids will be open to the public (virtually or in-person).
 - ✓ Bid Tabulation Sheet: The Bid Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.
 - All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.
 - ✓ Procurement will create and release a corrected Bid Tabulation Sheet as needed to correct errors made by Bidders.
12. Evaluation of Bids: Bids will be evaluated based on the qualification factors set forth in the ITB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose), vendor performance evaluation, lowest price, responsiveness and bidders' ability to show responsibility in providing goods and services. Bidders must be deemed responsive and responsible to the requirements provided in the ITB, to be considered.
- ✓ Upon completion of the internal vetting process, the lowest responsive and responsible bidder bid package will be provided to the End User for review.

The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

13. Contracts: Upon completion of the solicitation and internal review process, the awarded bidder will receive a Purchase Order when it is feasible to do so as the Contract document. Awarded vendors providing professional services may receive a Contract. If a Contract is required, a Purchase Order will be issued to obtain goods and services as applicable and to process payments. Exceptions to the City standard Contracts will require review and approval by the City Attorney. The Procurement Official will prepare and process all contracts. If the bid response exceeding the City Managers award authority of **\$50,000.00**, a recommendation for award will be presented to the City Council for review and approval.

- ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.
- ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

Agenda Items shall include the following:

- ✓ Cover Memo;
- ✓ Copy of the Final Solicitation Package;
- ✓ Copy Internal Procurement Vetting Form;
- ✓ Copy of the Notified Vendors List;
- ✓ Copy of the Bid Tabulation Sheet;
- ✓ Lowest Responsive and Responsible Bidder Submittal; and
- ✓ Contract/Agreement if appropriate.

14. Upon the award of bid, User amends Requisition and Procurement Official shall prepare a Purchase Order or Contract, if appropriate.

- ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.
- ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.
- ✓ If a Purchase Order is appropriate, a requisition will be created and

submitted to the appropriate approvers for approval. Supporting documentation consisting of the final solicitation, awarded bidders submittal, approved resolution and bid cost proposal, and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

- ✓ Contract expenditure will be monitored in Tyler. Contract expiration dates will be monitored via Bidnet and Tyler when contracts have been added to the system.
15. Multiple Awards: When feasible, bids may be awarded to multiple vendors (i.e. landscape services, goods such as OEM Parts). the City reserves the right to identify multiple source of supply for the same desired goods and/or services. Multiple awards should on be made when it is not possible or practical to make a competitive low bid award in the multiple award scenario, each supplier has equal standing and the state entity may choose amongst the awarded suppliers as permitted by the solicitation.
- ✓ Award to multiple Contractor's is made for the convenience of the City and does not exempt the Primary Contractor, or any of the other awarded Contractor's from fulfilling their contractual obligations. Failure of any awarded Bidder to perform in accordance with the terms and conditions of the contract may result in the awarded Contractor being deemed in breach of contract.
16. Split/Partial Awards: When feasible, split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.
- ✓ In the *split award scenario*, the solicitation has been divided into two or more parts and each part will be awarded to the best ranked supplier for that particular part. In a split award scenario, more than one supplier may receive a contract award; however, there is no overlap of contract awards. For example, an RFQ may identify multiple products that may be purchased from separate sources or an RFP may identify several different locations or facilities to be serviced separately. A split award is more likely to occur on a multi-line RFQ than with an RFP.
 - ✓ For an RFQ, each line item is awarded to the responsive and responsible supplier who had the lowest price for that particular line item and is clearly capable of performing and has reached agreement with the City as to contract terms. For an RFP, each part of the solicitation must be awarded to the supplier with the highest total score and with whom the state entity has reached agreement as to contract terms. Making a split award may or may not be the most economical solution for the state as there are costs associated in managing more than one contract. Ordinarily, split awards will not be made unless the saving to the state entity *exceeds*

5% of the total contract price or **\$500.00, whichever is greater**. However, the Procurement Official may make a split award even if those thresholds are not met, however the Procurement Official rationale should be documented.

17. Primary/Secondary Awards: In the *primary/secondary award scenario*, the state entity is identifying the primary source of supply for a particular contract and/or line item but is also designating a secondary (or "back up") source of supply for that same contract/line item. There are limited situations in which primary/secondary awards should be made as the state entity should reserve this award for a scenario in which backup sources of supply are expected to be needed on a continual basis. In the primary/secondary award scenario, the suppliers do not have equal standing. The state entity must attempt to use the primary supplier first and may only use the secondary (backup) supplier once certain conditions in the solicitation have been met.
 - ✓ The City will award the contract to the three (3) lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation.
 - ✓ While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the City will award this contract to the designated lowest Bidder as the Primary Contractor; and will award this contract to the designated second lowest Bidder as the Secondary Contractor respectively. The City may also make an award to the third lowest Bidder as the Tertiary Contractor.
 - ✓ The Primary Contractor shall have the first opportunity and responsibility to perform the services described in this Solicitation. If the Primary Contractor is unable or unavailable to respond in the time required by the City, the City shall have the right to request services from the Secondary Contractor. If the Secondary Contractor is unable to respond in the time required by the City, the City shall have the right to request service from the Tertiary Contractor.
 - ✓ The City reserves the right to terminate any awarded Vendor/Contractor from the contract for poor service delivery or failure to perform or respond to service requests, at the City's sole discretion. Awarded Contractor's may also be terminated from the contract for engaging in any action that brings the City's name and/or image into ill-repute.
18. Tie Bids: In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:
 - (i) A tie Bidder whose products are manufactured in Georgia would be recommended to the City Council for an award, over a Tie Bidder without products manufactured in Georgia. *See Section IX (1).*

- (ii) If the procedures in (i) above do not result in an award, then the tie Bidder who has environmentally preferable goods and services would be recommended to the City Council for an award. *See* Section IX (2).
- (iii) If the procedures in (i) and (ii) above do not result in an award, then to the extent permitted by law, a tie Bidder having an office within the limits of the City would be recommended to the City Council for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
- (iv) If the procedures in (i) through (iii) above do not result in an award, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Procurement Official or the designee of the Procurement Official. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.
- (v) If all of the procedures above do not result in an award, then, the Procurement Official or the designee of the Procurement Official in the presence of at least two witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the City Council.

B. Request for Proposals (RFP)

When the Procurement Official determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses.

To initiate and complete an RFP procurement process the following outline as follows:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.
2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.
3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.
4. The End User will review the solicitation draft, provide suggested revisions if needed,

- complete and return the Solicitation Review form to the Procurement Department for review.
5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.
 6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.
 7. A calendar invite will be sent to the End User so they may attend the proposal opening meeting (in-person/virtually via Microsoft Teams)
 8. Public Notice: The Procurement Official shall advertise the RFP on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFP and shall be advertised a minimum of thirty (30) calendar days prior to the date set for opening proposals, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D). In such event, the requirement for public notice may be reduced by the Procurement Official.
 9. Correction or Withdrawal of Proposals: Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.
 10. Proposal Opening (Opening Sealed Proposals):
 - ✓ Proposal must be submitted electronically via BidNet (www.bidnet.com).
 - ✓ Paper submittals will not be accepted.
 - ✓ Proposals submittals are due on or before 3:00pm of the scheduled proposal due date.
 - ✓ BidNet does not accept late submittals after the due date and time has elapsed.
 - ✓ Submittals shall be opened in the presence of the Procurement Official or designee. Other City staff may assist in this process as needed to services as an additional witness at the time and place designated in the RFP.
 - A Calendar Invite will be sent to the End User.
 - ✓ Opening of proposals will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Proposals openings will be open to the public (virtually or in-person) providing transparency in the procurement process.
 - ✓ The meeting will be recorded (digitally recorded/virtually recorded via Teams).
 - ✓ Proposal Tabulation Sheet: The Proposal Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.
 - Only the Proposers Name will be provided. Pricing will be provided upon completion of the evaluation process.
 - ✓ Procurement will create and release a corrected Proposal Tabulation Sheet as needed.
11. Evaluation of Proposals: The Procurement Official and Procurement staff will review proposals to ensure they meet the requirements specified in the solicitation and proposals address the criteria listed therein. Proposals that meet the requirements will be deemed Responsible and Responsive to the solicitation and its requirements.
- ✓ The Procurement Department will review all proposals to ensure it meets the requirements of the solicitation.
 - ✓ If a proposal does not meet the requirements of the solicitation, the proposer will be deemed non-responsive and non-responsible to the solicitation and its requirement and will move forward in the procurement process.
 - The Procurement Department will provide a written explanation of the non-responsive and non-responsible determination.
 - The Proposal will not be provided to the Evaluation Committee for review or consideration.
 - ✓ An Evaluation Committee (EC) will be selected by the Director of Finance and Procurement Official. EC members will individually review, evaluate and score responsive and responsible proposals.
 - ✓ Price proposals will be opened, and the applicable score will be added to determine the final shortlist and ranking of the proposers, if applicable.
 - ✓ The Procurement Department will review the individual scores and calculate and verify the average scores for each proposer to determine shortlisting and ranking and post the information on Bidnet.
 - ✓ Price Proposal Negotiations may occur as applicable as defined in the

RFP.

- ✓ All Proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria.

12. Recommendation for Award: The Procurement Official shall submit a recommendation for award to City Council for approval and award.

- ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

Agenda Items shall include the following:

- ✓ Cover Memo;
- ✓ Copy of the Final Solicitation Package;
- ✓ Copy Internal Procurement Vetting Form;
- ✓ Copy of the Notified Vendors List;
- ✓ Copy of the Bid Tabulation Sheet;
- ✓ Lowest Responsive and Responsible Bidder Submittal; and
- ✓ Contract/Agreement if appropriate.

13. Contract Award:

- ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.
- ✓ The Contract award will be awarded, if award is made, by the City Council to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP.
- ✓ Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.
- ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.
- ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.
- ✓ If a Purchase Order is appropriate, a requisition will be created and submitted to the appropriate approvers for approval. Supporting

documentation consisting of the final solicitation, awarded proposers' proposal, approved resolution and price proposal (if applicable), and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

14. Public Access to Proposal Documents: Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

- ✓ All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein.
- ✓ Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City's reasonable determination, shall be redacted for purposes of the public agenda.
- ✓ Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer.
- ✓ In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

C. Request for Qualifications (RFQ):

Requests for Qualifications (RFQ) may be used if the Procurement Official determines that it is in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, without regard to price or prior to considering price. An RFQ may also be used to establish a pool of qualified contractors/firms to provide various professional services to the City.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein and similar to the RFP procurement process. Such service providers whose

qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation.

- ✓ The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached.
- ✓ The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

D. Multi-step Solicitation

The City may initiate the multi-step solicitation process described below when: (a) the Procurement Official determines it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the Procurement Official desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the Procurement Official determines that a multi-step process would best serve the City's interests.

1. The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.
2. After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

(3) SOLICITATIONS REQUIRING PUBLIC NOTICE IN GEORGIA PROCUREMENT REGISTRY (GPR)

The GPR is the state's central bid registry established by the Department of Administrative Services (DOAS) and managed by the agency's State Purchasing Division (SPD). The registry provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market

competition, as required and amended by the State of Georgia.

- A. The City shall advertise all bid or proposal opportunities for goods, services, or both that are valued at ***\$100,000.00 or more***, as required and amended by the State of Georgia in the GPR for a minimum of thirty (30) calendar days prior to the date set for opening bids/proposals. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid or proposal opportunity. *See* O.C.G.A. § 36-80-27.
- B. The City shall advertise all contract opportunities for public works construction that are valued at ***\$100,000.00 or more***, as required and amended by the State of Georgia in the GPR for at least four continuous weeks prior to the opening of the sealed bids or proposals, unless otherwise provided by O.C.G.A. § 36-91- 20.
- C. The Procurement Official may adopt procedures requiring additional bid or proposal opportunities to be advertised on the GPR.

SECTION VII – NON-COMPETITIVE PROCUREMENTS

The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when the purchase does not exceed ***\$9,999.99*** or when the Procurement Official determines that competitive procurement is not practical, feasible, or possible. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City including, but not limited to, a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

A. Sole Brand Procurement:

The City may obtain sole brand goods from a specific manufacturer or owner's brand through a competitive sole-brand solicitation. Sole Brand Procurements are available when only one specific brand of goods will meet the City's critical business requirements. Research must be conducted by the Procurement Official to determine if other brands exist which can also satisfy procurement requirements in a timely manner. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

- ✓ The Procurement Official must conduct research to determine if other brands exist which can satisfy procurement requirements in a timely manner.
- ✓ A sole-brand solicitation requires justification, supporting documentation consisting of previous purchase, warranty, be used only when it is the last justifiable option, and not as an attempt to contract for a favored brand of goods.
A Single/Sole Source Procurement Request Form must be submitted.
 - An example of the appropriate use of the sole-brand justification may include certain situations where a specific piece of equipment is needed to match existing equipment or is a

replacement. If the desired good is only available from one source, then the sole source procurement method is appropriate.

- A valid sole-brand justification allows the procurement professional to process a competitive solicitation with the insertion of "No Substitute" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer.

B. Sole Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturer's dealer when still under warranty, maintain continuity, consistency, connectivity to existing hardware, software and proprietary in nature, and valid competition among dealers does not exist. No Sole Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Sole Source Procurement is proposed, the User must provide to the Governing Authority with a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Sole Source Procurement only if it determines that such use fully complies with the requirements stated herein. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

C. Single Source Procurement

The City may acquire Services or Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive marketplace which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

Single Source Procurement is available only if the following conditions exist:

The proposed use of Single Source Procurement concerns any of the following situations:

1. To obtain the Services or Professional Services of any Person for the purpose of serving in any appointed position identified in Article III of the City Charter; or
2. To obtain the Professional Services of any Person where such Person establishes to the User that:
 - ✓ Regarding the provision of such Professional Services, he has significantly more experience than other prospective providers or has unique knowledge and experience that no other prospective provider

possesses;

- ✓ He has more historical knowledge of the particular issue/subject to be addressed by the procurement while other prospective providers have failed to demonstrate to the User that they have the same level of historical knowledge;
- ✓ In comparison to other prospective providers, he is particularly suited to provide the procurement as he and the City had a satisfactory business relationship in his earlier provision of such Professional Services to the City; or
- ✓ He has the capacity and willingness to provide such Professional Services to the City in an emergency situation while other prospective providers have failed to demonstrate to the User that they have such capacity and willingness.
- ✓ The Person desiring to provide the procurement has agreed, in writing, that he will not disclose to any third party any confidential information, trade secret or financial information of the City that he may obtain in the course of providing the procurement to the City.
- ✓ The User has analyzed the current open, competitive market conditions regarding the provision of such Services or Professional Services and has determined that the price to be paid to the proposed provider is substantially similar to the current price in the open, competitive market for such Services or Professional Services.

Note: No Single Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Single Source Procurement is proposed, the User must provide to the Governing Authority a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Single Source Procurement only if it determines that such use fully complies with the requirements stated herein

D. Emergency Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. An Emergency exists when a situation occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or

injury to the City. Emergencies also exist if a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements. An Emergency Procurement Justification Form is required with supporting documentation. End Users must receive prior approval before

receiving goods or services.

- ✓ The City Manager shall make the determination when an Emergency exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.
- ✓ When the need for an emergency purchase occurs during normal working hours, the User shall request approval from the City Manager or his designee. If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Procurement Official, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Procurement Official within 24 hours.
- ✓ As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file. Moreover, written determination of the basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. If the cost of the procurement is **\$50,000.00 or more**, City Council approval must be obtained at the next meeting following the emergency procurement.

E. Co-operative Purchasing

The City may acquire Goods, Capital Assets and Services by from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. Prior to making any purchase, the Procurement Official or User shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.

Note: The Procurement Official will participate in the development of the solicitation when required by the lead agency/entity where required for Co-Op purchases.

- F. Piggyback: The Procurement Official and End Users may use Contracts and awarded Vendors list available through the Purchasing Division of the State of Georgia and other Governmental Entity to procure supplies, services or construction items that have already been a competitive solicited and awarded to gaining access to cost savings and low-price lists. Piggyback Purchases will also include access to National Co-Ops (i.e.-U.S. Communities, Sourcewell, NASPO, OMNIA). The Procurement Official will utilize existing purchasing agreements that have been solicited and awarded by competitively when deemed to be in the best interest of the City. The City will utilize the original contract term and exercise the

ability to continue to receive services if the contract term has ended with the governing entity until services have been completed.

- ✓ The Procurement Department will seek out piggyback options where the contract terms are sufficient to complete an order of goods or complete requested services. Any existing work or project initiated under the piggyback agreement will be terminated upon completion of services and receipt of goods when final acceptance has been completed. End Users may not request additional goods or services once the City's contract with the vendor has officially ended.
- ✓ The Procurement Department will work with End Users to determine if goods, services, or construction items may be obtained through piggybacking when internal procurement lead times may not be completed in sufficient time to address the department's needs.
- ✓ The Procurement Department will obtain a copy of the final solicitation, submittals, bid tabulation sheet, pricings, evaluation documents (if applicable), award documents (agenda, signed resolution, executed contract, if applicable).
- ✓ The Procurement Department will request written authorization to use the available Contracts/Agreement when required.
- ✓ The Procurement Official will review the documents to ensure the solicitation and contract (if applicable) includes the language that permits piggybacking purchase granting the use of their contract.
 - If the required language is not included in the solicitation and/or contract, the Procurement Official will deny the End User's request to piggyback or use the purchase method to obtain good or services.
- ✓ The End User will complete and submit a Piggyback Purchase Request Form with supporting documentation once reviewed and approved by the Procurement Official.
- ✓ If anticipated expenditure exceeds the City Manager's award authority, Procurement will work with the End User and create an agenda item to obtain City Councils approval.
- ✓ The Procurement Official obtain a copy of the lead entity contract with the awarded vendor. The City will use the original contract from the entity to procure goods and/or services. A copy of the contract will be kept in the procurement file and attached to the Purchase Order as supporting documentation. A copy of the Contract/Agreement will be attached to the

agenda item for City Council approval and execution.

- ✓ If a Purchase Order is appropriate, a requisition will be created. A copy of all supporting documentation and signed resolution and issued to the Vendor/Contractor.

G. Real Estate Acquisitions:¹

1. Compliance with Applicable Regulations:

¹ Reference Note- *See O.C.G.A. § 36-37-1 et seq. for provisions governing the disposition of municipal property or acceptance of gifts, grants, or donations of property*

All real estate acquisition activities shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

2. Confidentiality:

The City Council and City staff shall maintain the confidentiality of potential and on- going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.

3. Formal Approval:

All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not prohibit or interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.

4. Appraisals:

For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.

H. Land Acquisition Procurement Process:

1. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines that the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.
2. City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.
3. City staff will regularly brief the City Council in Executive Session on properties the city

- is considering purchasing to receive direction on “terms and price” from the City Council.
4. City staff will negotiate “Letters of Intent” with land owners on properties the City Council has provided staff with direction on “terms and price”.
 5. City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to:
 - i. Environmental testing (Phase I required, Phase II and specialized testing if warranted);
 - ii. Production of an ALTA survey of the property;
 - iii. Production of a MAI appraisal of the property;
 - iv. Complete title work on the property; and
 - v. Other reasonable due diligence activities as warranted.
 6. Prior to requesting a resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property, the city staff will ensure completion of all due diligence item.

SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING

The City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. § 112(b)(2)(A) and 23 CFR § 172.5(a)(1)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. § 1101 *et seq.*, commonly referred to as the Brooks Act. *See* Appendix A.

SECTION IX – PREFERABLE GOODS AND SERVICES

(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.

In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products ***exceeds \$100,000.00***, the City shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which ***exceeds \$100,000.00*** for the sole

purpose of avoiding these requirements.

(2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES

- A. In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the User. Whenever possible or practicable, the City shall:
1. Purchase copy, computer, and fax paper with at least 30 percent post-consumer recycled content;
 2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions including, but not limited to, the purchase of alternative fueled and hybrid vehicles;
 3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
 4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
 5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
 6. Replace disposable with re-usable, recyclable, or compostable Goods;
 7. Consider Life Cycle Cost Assessment; and
 8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.
- B. The analysis to determine environmentally preferable Goods and Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery. Specifically, factors that should be considered by the User when determining that Goods have environmentally preferable attributes include, but are not limited to:
1. Minimization of virgin, unrecycled material used in Goods;
 2. Maximization of recycled materials used in Goods;
 3. Life cycle economics of Goods and Services;
 4. Reuse of existing Goods or materials in Goods;
 5. Recyclability, biodegradability and compostability of Goods;
 6. Minimization of packaging;
 7. Reduction of energy and fuel consumption;

8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and
11. Ultimate disposal of the Goods.

SECTION X – PROTESTS, SUSPENSION, AND DEBARMENT

A. Right to Protest.

Any actual Bidder or Proposer who is aggrieved in connection with the formal solicitation or award of a Contract may protest to the City. Protestors shall seek resolution of their protests/complaints initially with the City Manager.

NOTE: *Types of Challenges:* There are numerous different challenges an interested supplier may make; however, the types of challenges are generally organized as follows:

- ✓ Challenge to the Solicitation: Any interested supplier capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process, including but not limited to a challenge to specifications or any events or facts arising during the solicitation process.
- ✓ Challenge to a Sole Source Notice: Any interested supplier capable of providing the goods/services identified in a sole source notice may file a protest challenging the sole source determination.
- ✓ Challenge to Results of RFQ: Any interested supplier submitting a timely written response to a RFQ may file a protest with respect to the results of that RFQ, including, but not limited to, events or facts arising during the evaluation process.
- ✓ Challenge to the City's Intended or Actual Contract Award: Any interested supplier submitting a timely written response to a competitive solicitation may file a protest with respect to the state entity's intended or actual contract award, including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

1. Timeliness:

1. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. For competitive procurements. For non-competitive procurements, a bidder/proposer/respondent shall have 0 days for procurements ***under \$49,999.99.***
2. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be

submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.

3. Untimely protests are invalid and shall be denied as such.
2. Contents of Protest: The protest shall, at a minimum, be in writing and include the following information:
 1. Identity and contact information of protestor;
 2. Appropriate identification of the subject solicitation or award;
 3. Detailed statement of the legal and factual grounds of the protest;
 4. Documentation supporting the protest and/or allegations;
 5. Statement of the specific relief requested; and
 6. Signed by an officer or person authorized to sign contracts on behalf of the protestor.
3. Submission of Protests: All protests shall be submitted to the City Manager via registered mail, overnight delivery, or hand delivery.
4. Protest Resolution: If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.
5. Decision on Protest: The City Manager shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.
6. Appeal: Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.
8. Hearing: The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo, but shall be of an appellate nature.
9. Decision: Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's

decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

10. Finality: A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.
11. Stay of Procurement: In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

B. Suspension and Debarment

The Procurement Official and Procurement staff will verify business licenses, suspensions and debarments status through the City and Department of Administrative Services website as well as other available resources during the internal review process for all responses received in response to a solicitation.

Suspended and Debarred Suppliers | Georgia Department of Administrative Services - DOAS and City:

1. Authority to Suspend or Debar: After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Procurement Official shall have the authority to initiate proceedings to suspend or debar a Person from doing business with the City. The City Manager shall have the authority to order suspension or debarment as provided herein.
2. Causes for Suspension or Debarment: The causes for suspension or debarment include:
 - ✓ Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contractor subcontract, or in performance of such contract or subcontract;
 - ✓ Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor;
 - ✓ Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
 - ✓ Violation of contract provisions of a character which is regarded by the Procurement Official to be so serious as to justify suspension action, which includes but is not limited to the following:

- Failure to perform in accordance with the specifications within a time limit provided in a city contract;
 - A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Person shall not be considered to be a basis for suspension; or
 - Falsification of any documents.
- ✓ Commission or solicitation of any act that would constitute a violation of the ethical standards set forth in this Purchasing Policy and the City's Code of Ethics.
 - ✓ Any other cause that is serious and compelling as to affect the Person's responsibility as a city vendor, including debarment or suspension by another government entity.
3. Initiation of Suspension or Debarment Action: When the Procurement Official receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Procurement Official finds cause that suspension or debarment is warranted, the Procurement Official shall prepare a written determination detailing the grounds for and length of the proposed suspension or debarment. Written notice of a proposed suspension or debarment action shall be sent by registered mail to the Person subject to the action, and shall also be sent to the City Manager and City Attorney.
 4. Review of Proposed Suspension or Debarment: Within fifteen (15) days of receiving said notice, the Person subject to the action shall submit any and all responsive records or documents in defense of the proposed suspension or debarment to the City Manager. Failure to submit a timely written response shall result in a waiver of review.
 5. Final Decision: After consultation with the City Attorney, the City Manager shall issue a final decision, which shall adopt, amend, or reject the proposed suspension or debarment. When suspension or debarment is ordered, the length of the suspension or debarment, the reasons for such action and to what extent affiliates are affected shall be set forth in writing and sent by registered mail to the Person subject to the action.
 6. Effect of Suspension or Debarment: A suspension or debarment decision shall take effect upon issuance and mailing of written notice of such decision to the Person subject to the action. After the suspension or debarment takes effect, the Person shall remain suspended or debarred until the period specified in the decision expires.

7. *Duration of Suspension/Debarment:* Suspensions shall be for a period not to exceed 120 days. Debarment shall be for a period not to exceed three years, unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds. In such event, the debarment shall be for a period not to exceed seven years.
8. *List of Suspended/Debarred Persons:* The Procurement Official shall create and maintain a list of all suspended and debarred Persons. All departments shall be routinely supplied with said list.

SECTION XI – PROPERTY DISPOSAL

A. Compliance with Applicable Regulations

The disposal of municipal property shall conform to applicable federal, state (e.g. O.C.G.A § 36-37-6) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

B. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Procurement Official. At this point, the Procurement Official will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over **\$5,000 in aggregate or \$1,000** individually, the City Council shall approve the request to have the property declared surplus. For other property, the Procurement Official shall present a list to the City Manager for approval.

1. *Transfer or Re-use.* The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
2. *Trade-In.* In replacing obsolete equipment, it may be financially advantageous to trade- in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.
3. *Sale.* Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale to the highest responsible bidder either by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an “AS IS/WHERE IS” basis. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all. A tabulation of all bids received shall be available for public inspection following the opening of all bids. Said bids shall be retained and kept available for public inspection for a period not less than sixty (60) days from the date the bids were opened.

4. Public Notice of Sale: For the sale of personal property with an estimated value exceeding \$500.00, the City shall cause legal notice to be published in the official legal organ or newspaper of general circulation not less than fifteen (15) but no more than sixty (60) days preceding the day of the auction or the last day for the receipt of bids/proposals. The notice shall include a general description of the property to be sold.

a. The notice for sale by auction shall also contain the conditions of the proposed sale and shall state the date, time, and place of the proposed sale.

b. The notice for sale by sealed bids shall also contain an invitation for proposals and shall state the conditions of the proposed sale, the address at which bid blanks and other written materials connected with the proposed sale may be obtained, and the date, time, and place for the opening of bids.

C. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it is the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

D. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

APPENDICES

APPENDIX A:

PROJECTS USING FAHP FUNDING

In accordance with the requirements of the Brooks Act, (40 U.S.C. § 1101 *et seq.*), the following competitive negotiation procedures shall apply to City procurements for architectural, engineering, and related design services when Federal Aid Highway Program (FAHP) funds are involved in the project:

A. Solicitation.

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with the issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with the issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

B. Request for Proposal (RFP).

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

1. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
2. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
3. Identify evaluation factors including their relative weight of importance in accordance with Sections C and D;
4. Specify the contract type and method(s) of payment to be utilized;
5. Identify any special provisions or contract requirements associated with the solicited services;

6. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
7. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

C. Evaluation Factors.

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

1. A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

D. Evaluation, Ranking, and Selection.

1. Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
2. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
3. Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions to determine three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
4. From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
5. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
6. The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with the provisions of 49 CFR 18.42.

E. Negotiation.

1. Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
2. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
3. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

F. Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures

is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

1. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
2. A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
3. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
4. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

G. Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

1. The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
2. The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
3. Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:
 - i. The service is available only from a single source;
 - ii. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
 - iii. After solicitation of a number of sources, competition is determined to be inadequate.
4. Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

H. Additional Procurement Requirements and Provisions.

1. Common Grant Rule.
 - i. The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

- ii. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).
- iii. Additional terms, conditions, provisions and applicable additional required forms and acknowledgements will be added to the City's solicitation packages. Respondents will be required to submit the additional forms and accept the additional acknowledgements where applicable with their submittals prior to the solicitation closing date (response due date).

2. Disadvantaged Business Enterprise (DBE) program:

The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:

- i. Use of an evaluation criterion in the qualifications-based selection of consultants; or
- ii. Establishment of a contract participation goal; or
- iii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.4).

3. Georgia Department of Transportation (GDOT). The City must comply with procurement requirements established by the GDOT laws, regulations, policies, and procedures when utilizing GDOT funds for Capital Improvement Projects and procurement, management, and administration of engineering and design related professional services (consulting) to maintain compliance with Federal and State Procurement Ordinances such as 23 CRR Part 172, 2 CFR Chapter I and Chapter II, 40 U.S.C 1101-1104, 48 CRF Part 31, O.C.G.A 50-22-1 through 50-22-9, 2 CFR 200.333 , which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36 and State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq. and Title 32 If conflict does arise, the Procurement Official will work with legal, GDOT, and the State Purchasing Department to resolve the conflict.

- i. The use of GDOT Capital Improvement funds projects does not exempt the City from following the State Procurement Act or the rules of competitive bidding.
- ii. City staff participating in soliciting, facilitating evaluations, conducting negotiations and contract administration are required to attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

- iii. City staff will ensure compliance with all rules, regulations and policies and procedures associated with engineering and design procurement consisting of the following:
 - 1. 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule.
 - 2. 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.
 - 3. 40 U.S.C. 1101-1104 Selection of Architects and Engineers “The Brooks Act”.
 - 4. 48 CFR Part 31 – Contract Cost Principles and Procedures.
 - 5. Repayment of Preliminary Engineering Cost (Order 2020.1).
 - 6. FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A.
 - 7. O.C.G.A. 50-22-1 through 50- 22-9.
 - 8. GDOTs DBE program.
 - iv. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with GDOT requirements to be eligible for reimbursement of the associated costs.
 - v. Additional Provisions and Required Forms: The GDOT additional provisions, required forms and acknowledgements will be included in the solicitation package in addition to the City’s standard terms and conditions and forms.
 - 1. Bidders/Proposer’s/Respondents will be required to complete and submit the additional required forms and accept the additional acknowledgments prior to solicitation close date as a part of the submittal.
 - 2. Failure to submit the additional required forms will lead to a non-responsive and responsible determination and the submittal will not be accepted.
4. Suspension and Debarment. The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.



APPENDIX B: SAMPLE REQUISITION FORM



PURCHASE REQUISITION FORM (Under \$49,999.99):

NOTE: By signing this request, you are certifying that the listed expenses are business related.

REQUESTOR NAME: _____ REQUESTOR SIGNATURE: _____

DEPARTMENT: _____ PHONE: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ DIRECTOR SIGNATURE: _____

DELIVERY ADDRESS: _____ PERSON OF CONTACT: _____

DATE REQUEST SUBMITTED: _____ NEED BY DATE: _____

(Date Request Submitted to Procurement or Entered by Dept.)

(Date delivery is needed)

REQUISITION NO. _____ DATE ISSUED: _____ ACCOUNT TO BE CHARGED: _____
(Requisition No. generated by Tyler) (Date Requisition Prepared and submitted for approval)

VENDOR NAME: _____ VENDOR ID NO. _____

DETAILED DESCRIPTION OF PURCHASE (attach supporting documentation): _____

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL COST:				\$

ADDITIONAL COMMENTS:

ADDITIONAL ACCOUNT TO BE CHARGED (INDICATE WHICH LINE ITEM IF USING MULTIPLE ACCOUNTS: _____

SUGGESTED VENDORS:

1. _____
2. _____
3. _____
4. _____
5. _____

EACH REQUEST MUST INCLUDE SUPPORTING DOCUMENTATION: Scope of work/services, item description, unit price, total cost, quote/estimate provided by the Vendor, invoice etc.. Outside Events, Workshops, Training include the registration information, detailed description of the workshop/training, etc. Internal events, workshops, and training shall include the flyer in addition to standard required supporting documentation.

REQUIRED APPROVALS

DIRECTOR OF COMMUNITCATIONS/IT (if applicable): _____ DATE: _____

____ APPROVED ____ DENIED

DIRECTOR OF FINANCE: _____ DATE: _____

____ APPROVED ____ DENIED

PROCUREMENT OFFICIAL: _____ DATE: _____

____ APPROVED ____ DENIED

Competitive Prices: _____

Additional Comments: _____

CITY MANAGER: _____ DATE: _____

____ APPROVED ____ DENIED

APPENDIX C: SAMPLE SOLICITATION REQUEST FORM



SOLICITATION REQUEST FORM

SUBMIT PACKAGE TO: Procurement@stonecrestga.gov

NOTE:

1. This checklist is to ensure all required information is submitted at the same time as the request for a new solicitation.
2. This checklist is not required for purchase orders, change orders, work authorizations, amendments / modifications.
3. Incomplete request for solicitations (without supporting documentation) will cause a delay in processing and subject to rejection and returned to the requestor.

NOTE: ADVERTISEMENT PERIODS

ITB 30 DAYS

CONSTRUCTION ITB 30 DAYS

RFP 30 TO 90 DAYS

RFQ 30 TO 90 DAYS

IN ACCORDANCE WITH GEORGIA STATUTE Vendor/Prime/Contract Assistance:

Vendors, primes, and/or contractors that have assisted in the development of the specifications, scope of services, evaluation criteria, bid sheet, price proposal, estimates related to this purchase and/or project, they are **NOT ELIGIBLE to participate in this solicitation process and the Procurement Department MUST be notified.** Requestor/Project Manager signature is required, acknowledging this section.

PLEASE READ THE BELOW STATEMENTS BEFORE SIGNING THIS DOCUMENT

I have reviewed the specifications, performed necessary due diligence, and to the best of my knowledge, the specifications provided does not contain restrictive language that will impede open and free competition.

PROJECT MANAGER:

DEPARTMENT:

PROJECT MANAGER SIGNATURE: 

DATE:

PHONE NUMBER:

E-MAIL ADDRESS:

SOLICITATION/PROJECT TITLE:

DEPARTMENT DIRECTOR:

DIRECTOR SIGNATURE: 

Comments:

BUDGET/ENCUMBRANCE INFORMATION:

Department Code:

Estimated Project Budget/Cost: \$

Project Number/ GL Account Number & Description:

FUNDING AUTHORIZATION:

Director/Assistant Director of Finance/Designee

Signature: 

Date:

TYPE OF CONTRACT (SELECT ONE):

☐ ONE-TIME PURCHASE/SERVICE ☐ TERM CONTRACT (Continuing Contract) ☐ SOW

PROCUREMENT TYPE (SELECT ONE)

☐ COMMODITY ☐ COMMODITY/SERVICE (ex. SUPPLY & INSTALL) ☐ GENERAL SERVICES
☐ PROFESSIONAL SERVICES ☐ CONSTRUCTION PROJECT (ex. SUPPLY, INSTALL, WITH LICENSING)

Indicate percentage of work the awarded vendor (prime) is responsible for completing: % (N/A for commodity purchases)

COMMODITY CODES:

SOLICITATION TYPE (SELECT ONE):

☐ COMPETITIVE
☐ SOLE SOURCE / SINGLE SOURCE: Is this "Standardized" as sole source? ☐ Yes ☐ No
 • If "YES" Sole Source / Single Source Form Required and must be submitted with request.
☐ SOLE BRAND: Is this "Standardized" as a sole brand? ☐ Yes ☐ No
 • If "YES" Sole Source / Single Source Form Required and must be submitted with request.

Does this replace and exiting contract? ☐ Yes ☐ No Expiration Date:
 • If yes, please provide a copy of the Contract and Resolution No.

Pre-Bid/Proposal/Submittal Meeting: ☐ Yes ☐ No Mandatory: ☐ Yes ☐ No Site Visit: ☐ Yes ☐ No

Number of Anticipated Contract Award:

DESIRED CONTRACT TERM/LENGTH/RENEWAL OPTIONS:

Desired Contract Term/Length of Services: (Month, Initial Term) Desired Execution Date:

Renewal Options: ☐ Yes ☐ No Number of Renewals:

START DATE: (Check one of the following)

Services to begin as soon as contract is fully executed by the Department:

Services to begin upon issuance of Work Order, Notice to Proceed and receipt of Purchase Order:

Note: All "Orders", Notice to Proceeds and supporting documentation must be attached to the requisition submitted in Tyler.

BIDDER/VENDOR/CONTRACTOR/CONSULTANT REQUIREMENTS:

State Requirements: [The Licensing Division - License Lookup](#) | [Georgia Secretary of State](#)

Specific License(s)/Certification Requirements:

Bidder/Firm Minimum Qualifications: ☐ Yes ☐ No Minimum Years of Experience Required:

Specific Permit(s) Requirements:

CERTIFICATE OF INSURANCE REQUIREMENTS:

State of Georgia Minimum Requirements: SPD-SP048 Insurance and Bonding Guidelines

General Liability Insurance (GLI): ☐ Yes ☐ No

The standard for liability insurance is: \$1,000,000 each occurrence \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury, \$1,000,000 per occurrence for Property Damage, \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations. If higher limit is required, please provide the limit amounts.

Any additional Insurance requirements: ☐ Yes ☐ No

Type (auto, pollution):

Limits:

OTHER SPECIAL CONDITIONS:

Bid Bond Required: ☐ Yes ☐ No

Percent Amount (5/10): %

Performance and Payment Bond Required: ☐ Yes ☐ No 100% ☐ Yes ☐ No Other Amount:

Equitable Adjustments Required: ☐ Yes ☐ No

Alternate Brands: Required to be considered: ☐ Yes ☐ No

Are replacement/restocking alternate required (Commodities Only): ☐ Yes ☐ No

Any Deviation from product requirements/specifications allowed: ☐ Yes ☐ No

Dun & Bradstreet Report Required: ☐ Yes ☐ No

ENVIRONMENTAL "GO GREEN" : COMMODITIES ONLY:

Is this offered in a green, eco-friendly or environmentally preferable product? ☐ Yes ☐ No

Is an opportunity to procure "GO Green"? ☐ Yes ☐ No

CONSTRUCTION PROJECTS:

(If applicable, check all that apply and provide required justification memo)

Work Schedule (8:00am – 5:00pm):

Trench Safety Act Applicable (NEP): Applicable to projects with excavation exceeding a depth of 5 feet? ☐ Yes ☐ No

Permit Fees: Are permits and fees estimates attached? ☐ Yes ☐ No

- If "NO", provide a statement that the Department will pay for City required permits.

Liquidated Damages Required (substantial, final): ☐ Yes ☐ No

If amounts exceed current requirements, justification memo required for requested amounts.

Single Project Amount:

Annual Amount:

"Current Wage Rate Tables" Applicable to this project if greater than \$100K: ☐ Yes ☐ No

Prevailing Wage provided for this project: ☐ Yes ☐ No

Davis Bacon (required for federal/state funding projects): ☐ Yes ☐ No

PROJECT COMPLETION REQUIREMENTS (TIME SENSITIVE PROJECTS):
SERVICE AND CONSTRUCTION PROJECTS ONLY, AS APPLICABLE

SINGLE PROJECT:

The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within ____ calendar days (____) working days) of the date of the Notice to Proceed.

The Work shall be Substantially Completed within ____ calendar days (____) working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within ____ calendar days (____) working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ANNUAL PROJECT: Task Work Order (TWO)/Work Authorization (WA)/Work Order(WO): "ORDER"

The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each "Order" shall commence immediately upon the Contractor's receipt of an executed "Order".

The Contractor shall mobilize to the project site and begin construction activities within ____ calendar days of receipt of the executed order or by the specific date noted within the "Order" (whichever applies).

The "Order" shall be substantially completed within the timeframe agreed upon and noted in each executed "Order".

The Work on each "Order" shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed "Order".

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ____ days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new "Order" will be assigned after the contract's expiration nor will any new work be performed after that date.

ADDITIONAL SOLICITATION REQUIREMENTS: (If applicable)

NOTE: Additional requirements that need to be included in the solicitation.

- | | |
|---|--|
| ☐ Discount from List Pricing/ Catalog Pricing | ☐ Price Escalation Clause |
| ☐ Bonding Requirements <ul style="list-style-type: none"> • Reduced Bonding limits or required on non-construction projects | ☐ Multi-Vendor Award |
| ☐ Pass Thru Amount <ul style="list-style-type: none"> • Allowance Parts on a pass-thru, permit allowance, etc. | ☐ Trade in Disposal |
| ☐ Multi-Year Initial Contract Term <ul style="list-style-type: none"> • Quotes and Bids: Greater than Three years / Greater than Five Years | ☐ Piggyback/Co-Op Agreement |

REQUIRED SUPPORTING DOCUMENTATION

Check all applicable items listed below.

NOTE: Please label each document accordingly (Scope of Services, Evaluation Criteria, etc.)

- ☐ Specifications/Scope of Services/Scope of Work/ Minimum Technical Specifications (in Word Format)
- ☐ Itemized Bid Sheet/Price Sheet/Proposal Cost Sheet (as applicable)
- ☐ Purchase/Project Cost Estimate (Itemized as applicable)
- ☐ Evaluation Criteria (RFP/RFQ/RLI's/RTQ/SOW)
- ☐ Plans/Drawings/Technical Specifications (Construction, etc.) Number of Sheets:
- ☐ Certificate of Insurance Requirements in accordance with the State of Georgia Department of Administration
- ☐ License Requirement Memorandum: Construction and/or General Services (if applicable)
- ☐ Preliminary Vendor Quote (if available)
- ☐ Signed Justification Memorandum(s) and Additional Forms as applicable (EX. pass thru allowance)

FEDERAL (GRANT) FUNDED ONLY

Required Supplemental Checklist Forms

- ☐ Copy of executed Grant and supporting documentation
- ☐ Contract Term
- ☐ Independent Cost Estimate
- ☐ Lease vs Purchase
- ☐ Independent Cost Estimate / Cost/Price Analysis

List of Vendors to Invite					
Company Name	Address	Telephone	Fax	Contact Person	Email



APPENDIX D: SAMPLE SOLE/SINGLE SOURCE REQUEST AND JUSTIFICATION FORM



City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

SOLE BRAND/ SOLE SOURCE/ SINGLE SOURCE NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY: _____ DEPARTMENT: _____

(Name, Title)
PHONE NO.: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ SIGNATURE: _____ DATE: _____

SPECIFIED SUPPLIER (COMPANY NAME): _____ VENDOR ID. NO.: _____

SUPPLIER CONTACT PERSON: _____ VENDOR ID NO.: _____ PHONE NUMBER: _____

TOTAL COST: \$ _____

Please check the appropriate section and provide detailed justification:

 Sole Source: The specified supplier is the **ONLY** provider of goods/services. A quote/proposal/estimate and certified letter from the supplier is required and **MUST** be attached. The quote/proposal/estimate must address the prices/terms set forth and be deemed reasonable for the values presented. The certified supplier letter must address trademark agreements, warranties, and proprietary ownership (*patented or copyrighted products or services*).

Justification for Sole Source: Provide a detailed description of goods/services to be provided. Describe what is unique about the product, particular style, model, type, manufacturer, service or source and how it meets City needs. Include what steps taken to confirm unavailability of competition as appropriate. If the space provided below is not sufficient, please attach a justification memorandum.

 Single Source: The specified supplier and its authorized dealers/providers are the **ONLY** ones authorized to provide the requested good/services. The supplier/authorized dealer(s)/providers were selected to complement /support the following business decision (i.e. standardization, compatibility reasons). A quote/proposal/estimate and certified letter from the supplier is required and **MUST** be attached. The certified letter must include a list of authorized dealers/providers, address any active warranties, proprietary ownership (patented or copyrighted products or service). The quote/proposal/estimate must address the prices/terms set forth and be deemed reasonable for the value presented. If the space provided below is not sufficient, please attach a justification memorandum.

Please check the appropriate box and provide additional explanation.

 Standardized System Parts provided by "OEM" Other (Please explain)

Purchasing Coordinator/Purchasing Specialist: _____

Date: _____

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification numbers of each contract file.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

Note: Requests exceeding the City Managers award authority, will require City Council approval.

Procurement Manager: _____

Date: _____

Request: ☐ **APPROVED** ☐ **DENIED**

Non-Competitive Sourcing Method to obtain the goods and/or services: ☐ Sole Brand ☐ Sole Source ☐ Single Source
☐ Negotiations Appropriate (Price, Delivery, and Terms)

Additional Comment: _____



APPENDIX E: SAMPLE EMERGENCY PROCUREMENT REQUEST AND JUSTIFICATION FORM



City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

EMERGENCY PROCUREMENT NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY: _____ DEPARTMENT: _____

PHONE NO.: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ SIGNATURE: _____ DATE: _____

SPECIFIED SUPPLIER (COMPANY NAME): _____ VENDOR ID. NO.: _____

SUPPLIER CONTACT PERSON: _____ VENDOR ID NO.: _____ PHONE NUMBER: _____

TOTAL COST: \$ _____

TYPE OF EMERGENCY THREAT:

☐ Public Health ☐ Public Welfare ☐ Safety ☐ "Designated Disaster Emergency"

Explanation of Emergency: If the space provided below is not sufficient, please attach a justification memorandum.

Statement of Work: If the space provided below is not sufficient, please attach a justification memorandum.

Purchasing Coordinator/Purchasing Specialist: _____

Date: _____

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request.

Notwithstanding any other provisions of this chapter, the city manager or designee may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification numbers of the contract file.

Further, during the aftermath of a locally designated disaster emergency as declared under Chapter 11, Article I. Section 11-3, of the city's Charter or in carrying out emergency management powers as defined in O.C.G.A. Section 50-5-71, as may be amended from time to time, these procurement procedures shall authorize the City Manager and the Purchasing Agent, to contract and make payment for repairs to damaged city facilities for a thirty-day period following the disaster emergency. The City Manager will report to the City Council on expenditures following the disaster. Further, the City Manager and the Purchasing Agent may utilize the resources of the City's insurance underwriter as part of the City's due diligence process in identifying vendors to complete repairs in the most timely and cost effective manner. These emergency procurement procedures will be in effect until repairs on city-owned facilities are completed.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

Note: Requests exceeding the City Managers may award authority, will require City Council approval.

Procurement Manager: _____

Date: _____

Request: ☐ APPROVED ☐ DENIED

Additional Comment: _____

APPENDIX F: SAMPLE CITY EMPLOYEE/ OFFICIAL CONFLICT OF INTEREST DECLARATION FORM

CONFLICT OF INTEREST DECLARATION City Employee/Official

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

Confidentiality

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

No contact with bidders/proposers

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

- a. pass information or make comments to them about the procurement
- b. receive any gift, gratuity, hospitality or any inducement from them
- c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

Declaration

I understand my role as a City Employee or Official, and I make this declaration in good faith. *Select one of the following two options:*

NO CONFLICT OF INTEREST

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as an employee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

CONFLICT OF INTEREST

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

☐ **Actual:** This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential:** This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived:** This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

APPENDIX D: SAMPLE EVALUATOR CONFLICT OF INTEREST DECLARATION FORM

CONFLICT OF INTEREST DECLARATION Evaluation Committee

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

Confidentiality

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

No contact with bidders/proposers

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

- a. pass information or make comments to them about the procurement
- b. receive any gift, gratuity, hospitality or any inducement from them
- c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

Declaration

I understand my role as a member of this procurement Evaluation Committee, and I make this declaration in good faith. *Select one of the following two options:*

NO CONFLICT OF INTEREST

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as a member of the Evaluation Committee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

CONFLICT OF INTEREST

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

☐ **Actual:** This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential:** This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived:** This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

APPENDIX G: SAMPLE DBE OBJECTIVES AND GOALS

Disadvantaged Business Enterprise (DBE) Program Objectives, established and amended by the State, local and Federal governing bodies providing the funding for City Projects.

Note: DBE status must be current and will be verified by the Procurement Department. Verification will be processed through the registering agency (State, County, Local) and will be a part of the internal review process. Vendors whose status has expired will not be considered and responses will be deemed non-responsive and non-responsible to the solicitation and its requirements.

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Establishing Contract Goals

The following factors to consider in setting contract goals include:

- a. Location
- b. Type of Work
- c. Availability of DBEs

Establishing Overall Goals

The overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the DOT- assisted contracts (hereafter, the “relative availability of DBEs”). The goal must reflect determination of the level of DBE participation you would expect absent the effects of discrimination.

1. Determine a base figure for the relative availability of DBEs.
2. Once a base figure has been calculate, examine all of the evidence available in the jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at the overall goal. If the evidence does not suggest an adjustment is necessary, then no

adjustment shall be made.

3. For FHWA recipients, the overall goal should be expressed as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

APPENDIX H:EXAMPLE OF DBE GOALS

Example of a DBE Goal:

For Federal Fiscal Years (FFY) 2018-2020, the Company established a DBE program goal of 25%; 21% race conscious; and 4% race neutral. The Company intends to award at least 25% of its total DOT-assisted contracts with qualified DBE firms through race conscious and race neutral means.

Proposed FFY 2021-2023, the Company in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, hereby announces its Federal Fiscal Year 2021-2023 goal of 23% for Disadvantaged Business Enterprise (DBE) participation on contracts assisted by the Federal Highway Administration (FHWA). The Company DBE goal is based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses that are ready, willing and able to participate on FTA- assisted contracts. The DBE goal reflects the level of DBE participation that would be expected on transit contracts absent of the effects of discrimination.

Another example of a DBE Goal: A \$2 million contract to widen a one-mile stretch of city street. The LPA procurement team identifies several subcontracting possibilities including striping, trucking, and traffic control—totaling \$220,000, or 11 percent of the contract value. The team searches the State DOT’s database of certified firms and identifies several DBE firms that are certified to perform these work items. The LPA also considers the location of the project and the availability of DBE firms to do the work which may increase or decrease the 11 percent. Based upon this analysis, the LPA believes that a contract goal of 9.5 percent is appropriate.

Establishment of Contract Goals					
Subcontracting		Allocated Costs		Percentage	
Striping		\$20,000		1%	
Trucking		\$80,000		4%	
Traffic Control		\$20,000		1%	
Other Work Types		\$100,000		5%	
Total		\$220,000		11%	
Adjustment				-1.5%	

APPENDIX I: SAMPLE DBE GOOD FAITH EFFORT FORM

DBE GOOD FAITH EFFORTS

In accordance with the requirements for federally funded projects, Requirements the Federal Regulation 41CFR 60-4 refers to contracting with minority firms, women's business enterprise, and labor surplus area firms. The goal for minority participation for each trade is ____%. The goal for female participation in each trade is ____%. If the goal is not met the contractor shall list the affirmative steps taken to utilize minority firms, women's business enterprises, and labor surplus area firms. Please answer the questions below and attach all documentation:

1. Were qualified small and minority businesses and women's business enterprises included on solicitation lists?
2. List actions taken to solicit small and minority businesses, and women's businesses:
3. Was dividing the work and/or supplies into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises considered?
4. Were the services and assistance of the Minority Business Development Agency of Department of Commerce utilized?

Bidder/ Contractor/Proposer Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

GRANT AGREEMENT
WITH
CITY OF STONECREST
FY 2026 TIRE PRODUCTS GRANT
PROJECT: 26-TP-044-01

This agreement (“Agreement”) is made and entered into as of the date of the last signature hereunder (the “Effective Date”), by and between the Environmental Protection Division of the Georgia Department of Natural Resources, an agency of the State of Georgia (“Division”), and **City of Stonecrest** (“Grantee”). Grantee and the Division are collectively referred to herein as the “Parties.”

WHEREAS, the Division is interested in reducing solid waste in Georgia and recovering valuable materials through recycling, waste reduction, and/or diversion; and

WHEREAS, the Division is interested in encouraging the use and market development of tire-derived products and research for scrap tire innovations; and

WHEREAS, pursuant to the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 *et seq.* (“Act”) and the rules promulgated in support the Division is authorized to assist eligible Georgia government entities with grants for the purposes as described in the Act; and

WHEREAS, Grantee represents to the Division that Grantee is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein; and

NOW, THEREFORE, for and in consideration of the valuable and mutual benefits flowing to each party as hereinafter appear below, the Parties mutually agree as follows:

1. **Project.** The Grantee shall conduct the work described in the scope of services identified in the attached Appendix A and by this reference made a part hereof (hereinafter, the “Project”).
2. **Term; Time of Performance.**
 - a. The term (“Term”) of this Agreement shall commence upon the Effective Date and shall terminate upon the completion of the tasks in the Project, not to exceed 24 months from the Effective Date, unless earlier terminated by the Division in accordance with the provisions of Paragraph 6 of this Agreement.
 - b. Grantee must commence performance of the Project within 30 days of the Effective Date and must complete the Project in accordance with the timeline described therein.
 - c. The Division may elect to extend the Term of this Agreement, in which case the Parties will execute an amendment to this Agreement.

3. **Grant and Acceptance.**

- a. The Division hereby makes and Grantee hereby accepts this grant for the Project (“Grant”) in the amount of **one hundred thirty-four thousand nine hundred forty dollars, (\$134,940)** (“Grant Amount”) to carry out the Project in accordance with the terms and conditions of this Agreement.
 - i. Notwithstanding any other provision of this Agreement, the Grantee acknowledges that the Division, as an agency of the State of Georgia, is prohibited from pledging the State’s credit.
 - ii. Grantee must expend or contractually obligate the full amount of the Grant Amount on or before the expiration of the Term; after expiration of the Term Grantee may not expend or obligate contractually the unencumbered Grant Amount.
 - iii. The Grantee will contribute a minimum of **0%** of the total project cost in in-kind services and cash contributions (“Match”) toward the Project.
 - iv. Grantee has already obtained or otherwise received commitments for the Match funding for the Project.
- b. The Grantee agrees that the Grant Amount will be spent pursuant to the breakdown set forth in the Project and pursuant to the terms of this Agreement and will not be used for expenses already incurred or paid for by Grantee before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the Division.
- c. The budget for the Project is set forth in Appendix A. Grantee must notify the Division within 15 days of any changes to the budget for the Project that may result in the reduction and/or elimination of some or all of the Match or the Grant Amount.

4. **Method of Disbursement.** Division will disburse the Grant Amount to Grantee not to exceed the amount described in Paragraph 3, and in accordance with the terms described in this Paragraph:

- a. Disbursement will only be made to Grantee to reimburse Grantee for expenditures made for the Project as described in Appendix A: Scope of Work; and
- b. No disbursement will be made to Grantee for any work completed prior to the Effective Date, even if in furtherance of the Project; and
- c. Grantee must submit a disbursement request on forms as provided by the Division along with invoices and proof of payment made by Grantee for the Project and identification of any Match used. Disbursement request forms may be submitted as needed, provided, however, that they may not be submitted more than once every thirty (30) days; and
- d. The Grantee shall certify in writing the accuracy of each disbursement request. Each disbursement request shall constitute a representation and warranty by the

Grantee to the Division that the covenants and warranties made by Grantee in this Agreement are true and accurate on the date of the disbursement request. All invoices submitted by the Grantee must show detailed line items referencing the costs of labor, materials, property, equipment, installation, services, incidentals, etc. All disbursement requests should be signed and dated by authorized personnel as evidence of review and approval prior to submission to the Division; and

- e. The Division will review any disbursement request within forty-five (45) days of receipt. Disbursement will be made upon determination by the Division that the Project elements described and invoices included with the disbursement request are sufficient. If the Division, in its sole discretion, determines that all or part of a disbursement request cannot be made in accordance with the terms of this Agreement, such request or portion of the request shall not be reimbursed.
5. **Grant Funding.** If the Division determines that the source of funding for the Grant or Grant Amount no longer exists or is insufficient with respect to the Project, the Division shall terminate this Agreement in accordance with the provisions of Paragraph 6.
- a. The determination of the Division that the funding for the Grant is no longer available or sufficient shall be conclusive.
 - b. The Division shall provide notice in writing to Grantee as soon as practicable after the Division determines that the source of payment no longer exists or is insufficient with respect to the Project.
 - c. In the event of such termination, the Division shall remain obligated to reimburse the Grantee for eligible Project expenses performed or incurred and accepted by the Division prior to such termination.
6. **Termination of Agreement.**
- a. **For Cause.** If, through any cause other than force majeure, the Grantee shall fail to perform its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Division may terminate this Agreement specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
 - b. **For Convenience.** Either Party may terminate this Agreement at any time for good reason by giving at least thirty (30) days written notice to the other Party of such termination and specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
7. **Copyrights and Documents.** Grantee shall be the original and sole owner of all rights, including without limitation copyright, in and to all documents, maps, photographs, drawings and other materials produced or derived in whole or in part under this Agreement and paid for solely by Grantee (“Materials”).

- a. Grantee hereby grants Division a perpetual, irrevocable, world- wide, royalty-free, fully paid-up, non-exclusive license under any copyrights and know- how, data, findings, results and discoveries concerning the Materials so as to allow Division to conduct further research, apply for and obtain further funding and to publish or otherwise disclose the results of the Project and the Material through customary regulatory and scholarly outlets.
- b. Division shall have the right to use the Materials resulting from Grantee's efforts on this Agreement. Division acknowledges that the reuse of any such Materials by Division on any extension of this project or any other project shall, except for the obligations of Grantee, be at Division's sole risk unless otherwise agreed to in writing by all Parties.
- c. Any reports, maps, signage or other documents completed as a part of this Agreement shall include recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block):

"The preparation of this report, map, document, project, etc., was financed through a grant from the Georgia Environmental Protection Division."
- d. Division's said license and rights and Grantee's said rights shall not be affected or revoked by the termination provisions of Paragraph 6 of this Agreement.

8. **Grantee's Warranties and Covenants.** The Grantee warrants and covenants to the Division all of the following:

- a. The entirety of the Project shall be carried out in accordance with all applicable federal, State and local laws, rules, regulations and ordinances, including but not limited to the Georgia Rules for Solid Waste Management (Rules) and the Georgia Comprehensive Solid Waste Management Act (Act).
- b. The Grantee will obtain, will modify as needed, and/or will operate in compliance with any required permits issued by the Division to address the handling of the recovered materials or solid waste pursuant to the Project.
- c. The Project will be performed in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by such entities and with sound principles commonly used by similar professionals under similar circumstances and further warrants that the Project will be performed as intended and described in Appendix A.
- d. All information contained in its grant application was, as of the date the grant application, and will remain, until the termination of this agreement, complete, accurate and correct in every way, and that the Grantee is not aware of any circumstances that may cause any information included in the grant application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.
- e. It has not employed or retained any company or person, other than a bona fide

employee working solely for him, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.

- f. It has, or will secure, all personnel required in performing the Project. Such personnel shall not be employees of or have any contractual relationship with the Division.
 - i. The Project will be performed by the Grantee or under its supervision, and all the personnel engaged by the Grantee to perform the Project shall be fully qualified and shall be authorized under state and local law to perform the same.
 - ii. The Division, or its authorized representatives, shall have the right to enter into the premises of Grantee and/or all subcontractors, or any places where the Project is being performed, to inspect, monitor, or otherwise evaluate the performance of the Project.

9. **Miscellaneous Provisions.**

- a. **Taxes.** The State is exempt from Federal Excise Taxes and from State and Local Sales and Use Taxes. The Grantee will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.
- b. **Georgia Open Records Act.** All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Grantee (the “Materials”) in the performance of this Agreement shall be governed by the Georgia Open Records Act. The Division expressly acknowledges and agrees that Grantee is an “agency” as defined in O.C.G.A. § 50-18-70 and is consequently subject to the Georgia Open Records Act. Grantee shall inform the Division in writing if it receives any requests for the Materials pursuant to the Georgia Open Records Act.
- c. **Assignability.** Grantee shall not transfer or assign all or any of its right, title or interest in this Agreement or delegate any of its duties or obligations hereunder to any party other than the Grantee.
- d. **Interest of Agreement.** The Grantee hereby attests that it and all of the officials of the Grantee have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.
- e. **Division Intellectual Property.** The Grantee agrees it will not use the name or any intellectual property, including but not limited to, the Division’s trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Division.
- f. **Right to Audit and Access to Records.** The Grantee shall maintain books, records

and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all expenditures related to the Project throughout the term of the Agreement for a period of at least five (5) years following the date of final disbursement or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Grantee shall permit the Auditor of the State of Georgia or any authorized representative of the State to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Grantee relating to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. The Grantee shall not impose a charge for audit or examination of the Grantee's books and records. If an audit discloses incorrect billings or improprieties, the Division reserves the right to charge the Grantee for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- g. **Entire Agreement; Modification.** This Agreement represents the sole and complete understanding of the terms of the Agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, with respect thereto. No modification or amendment to this Agreement will be binding on either party hereto unless such modification or amendment is reduced to a writing executed by both Parties. Any changes in the scope and/or duration of this Agreement shall be mutually agreed upon by and between the Division and the Grantee in a writing executed in accordance with this Paragraph.
- h. **Liability.** Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- i. **No Indemnification; Waiver.** Grantee acknowledges that the Division is an agency of the State of Georgia and is prohibited from indemnifying Grantee or any other parties. The Grantee waives, releases, relinquishes, and discharges any and all claims or demands against Grantee or contractors of Grantee for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Grantee or contractors of Grantee and even if the Grantee knew the existence of such claims.
- j. **Applicable Law.** The Parties agree that this Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
- k. **No Waiver.** The failure of the Division or Grantee at any time to require performance by the other party of any provision hereof, shall in no way affect the right of the Division or Grantee thereafter to enforce that same provision or any part of the Agreement, nor shall the failure of the Division or Grantee to enforce

any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Agreement itself.

l. **Binding Authority.**

- i. The Division warrants that the Director has the authority to bind the Division.
- ii. Grantee's signatory(ies) warrant that it is fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Grantee to execute this Agreement and to bind the Grantee thereto.

m. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. The Parties agree that any electronic signatures on this Agreement hereto constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-1-21 *et seq.*

n. **Severability.** If any one or more of the provisions of this Agreement are for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

o. **Notice.** All notices, correspondence requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by U.S. Mail, postage paid, sent by nationally recognized overnight courier, or by electronic mail to the contacts as follows:

If to the Division:
Georgia Environmental Protection Division
Recovered Materials Unit
4244 International Parkway
STE 104
Atlanta, GA 30354
SWTF.Grant@dnr.ga.gov

If to Grantee:
Keira Drane
Grants Administrator
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
770-843-9221
kdrane@stonecrestga.gov

IN WITNESS WHEREOF the Division and the Grantee have executed this Agreement as of the date of the last signature hereunder.

**The Environmental Protection Division of
the Department of Natural Resources,
State of Georgia**

City of Stonecrest



Jeffrey W. Cown
Director
Date: Feb 09, 2026



Jazzmin Cobble
Mayor
Date: January 28, 2026

Project Information: City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Common Applicant Profile

City of Stonecrest | Drane

Submission Date

09/30/2025

Project Title

Poured In Place Playground Surface at Fairington Park

Local Government/Entity

City of Stonecrest

Federal Tax ID

82-1294890

Mailing Address

Address 1

3120 Stonecrest Blvd.

Address 2

City

Stonecrest

State

Georgia

ZIP

30038

Contacts

Primary Grant Administrator

This is the person who will be the main point of contact for all grant-related communication and questions. This may or may not be the same individual who applies for and/or submits the grant application.

First

Keira

Last

Drane

Title

Grants Administrator

Organization

City of Stonecrest

Phone

770-843-9221

GA Email

kdane@stonecrestga.gov

Responsible Official for Approvals

If selected for award, this will be the individual who will sign the agreement. Examples include but are not limited to the chief executive officer, commissioner, mayor, or solid waste director.

First

Jazzmin

Last

Cobble

Title

Mayor

Organization

City of Stonecrest

Phone

770-224-0200

Signatory Email

jcobble@stonecrestga.gov

Project Start Date

05/04/2026

Project End Date

05/22/2026

Grant Amount Requested

~~\$134,939.38~~ \$134,940.00

Total Project Amount

\$144,919.38

Is your entity listed on the DCA noncompliance list?

No

Is your entity involved in any open consent orders or enforcement actions with EPD?

No

Has your entity received any grant funding from EPD in the past?

No

Does your entity require funds in advance?
No

Admin

Review Request Steps

- 1. Type feedback to applicant in the box below and click *Save*
- 2. Select the "Changes Requested" folder to trigger the email notification to the applicant
- 3. Click *Revert to Draft* to change the application to draft and revert to the intake stage

Georgia EPD Feedback to Applicant

Internal Comments

Eligible

Agreement Number

Application Reviews

Reviews Assigned	Reviews Complete	Evaluation Criteria Points	Total Points Avg.
4	0	Avg.	
Lowest Score	Highest Score	Award Summary	
0	0	Score Deviance	
Award Amount	Match Amount	Advance Amount	
\$0.00	\$0.00	\$0.00	

Payments

Total Payments	Remaining Award Balance
\$0.00	

Expenses & Reimbursements

Common Applicant Profiles: [City of Stonecrest](#) | [Drane](#)

User Login kdrane@stonecrestga.gov			
First Name Keira	Last Name Drane		
Organization Name City of Stonecrest	Title Grants Administrator	Supplier ID - Admin Only	
Email kdrane@stonecrestga.gov	Phone 770-843-9221		

Project Narrative: 81005442

Linked Cover Letter

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Select the grant for which you are applying

Tire Products

Project Description

Briefly describe your overall project, including project location.

The City of Stonecrest is looking to replace the current loose engineered wood fiber (EWF) mulch playground surface with a TDP Poured in Place Bonded Rubber Playground Surface at our Fairington Park. This upgrade of installing the new bonded rubber surface to the existing playground will enhance accessibility and improve fall protection for children playing at the playground. The city will be replacing approximately 80 ft. x 80 ft of the existing playground surface. Fairington Park is located at 2831 Fairington Parkway, Stonecrest, GA 30038.

Need and Purpose

Describe the need and purpose of the project.

The City of Stonecrest is the 2nd largest city in Dekalb County, Georgia. It's one of Georgia's newest cities, established in 2017. The City of Stonecrest has a population of approximately 60,000 residents. It's comprised roughly of 200 residential communities. It has seven parks and four playgrounds. As the city continues to promote community engagement, there is a need for renovating and improving outdoor recreation facilities that showcases an updated community aesthetics. The City of Stonecrest is continuing their efforts to develop more robust and modernized parks along with maintaining and repairing existing facilities. The city wants to ensure ADA accessibility, improve safety of playground equipment, lighting and security to provide both outdoor learning opportunities and leisure for their citizens.

Community Served

Describe how the project benefits the community.

The installation of a Poured in Place Recycled Bonded Rubber Playground Surface at Fairington Park will benefit approximately 2300 families residing nearby (Fairington Hwy and Panola Rd). The bonded rubber playground will improve the park's aesthetics and will become more inviting to the public. Adults will have a better sense of security with the presence of a rubber surface, decreasing their children's personal bodily injuries. The replaced playground surface will provide a level of comfort for the surrounding Fairington Park community, displaying the City Of Stonecrest commitment to reinvesting into their recreational facilities. Fairington Park is a public park with a playground for kids, a walking track, and a baseball field.

Utilization and Metrics

Describe the tire-derived product(s) (TDP) your project will utilize.

The City of Stonecrest will utilized a 100% recycled EPDM bonded rubber material for a pour in place playground surface.

Describe the total project cost utilizing conventional or virgin materials vs. the total project cost utilizing TDP(s).

The cost for the City of Stonecrest to use engineered wood fiber (EWF) mulch, a non-TDP conventional material for the playground surface is \$9,980.00 for labor (\$8,330.00) and material (\$1,650.00). The cost for using TDP materials to install a pour in place playground surface is \$144,919.38 for labor (\$32,640.00), shipping (\$1,479.00), site prep (\$19,200.00) and material (\$91,600.38). The cost difference of \$134,939.38 is the eligible cost for this grant funded project. This cost represents 100% of the TDP materials to be used for the entire project of installing a Recycled Bonded Rubber Playground Surface at Fairington Park.

- For example: A roadway paving project costs \$100,000 using conventional materials and services. To utilize a ground tire rubber asphalt mix, it will cost an additional \$50,000 (\$30,000 for the material itself and \$20,000 for the associated labor to mix/haul). In this scenario, the total project cost utilizing conventional materials is \$100,000 vs. \$150,000 to utilize TDP. The difference in cost and the amount eligible for grant funding is \$50,000.
- For example: A public school plans to renovate a classroom using tiles made from TDP. Conventional tiles will cost \$8,000 (\$6,000 for the tiles and \$2,000 for labor and installation). TDP tiles will cost \$12,000 (\$8,000 for the TDP tiles and \$4,000 for labor and installation). In this scenario, the total project cost utilizing conventional materials is \$8,000 vs. \$12,000 to utilize TDP. The difference in cost and the amount eligible for grant funding is \$4,000.

Describe the number of Lbs. of TDP(s) used in the project.

6400sq ft @ 10' CFH

RD 1-3 Black Granules 55# bag 149 ea

062-1040 Red (G) 1-4 mm 55# bag**149 BAGS**

Base 6/16 50# bag

PremARC™ 60-80 (I) d - 475 lb drum 24Drum

PremARC™ 60-80 (I) d - 475 lb drum

- *For example: A roadway paving project plans to use 50 tons of rubberized asphalt. Each ton of rubberized asphalt is 30% TDP, and 70% other materials. One ton equals 2,000 lbs. For this scenario, the amount of TDP used is 30,000 lbs. ((50 tons X 2,000 lbs.) X .3).*
- *For example: A public school plans to use 300 square feet of tiles made from TDP. Each tile weighs 12 lbs., and consists of 90% TDP, and 10% other materials. Each tile is one square foot. For this scenario, 3,240 lbs. of TDP are used in the project (300 square feet of tiles X 12 lbs./tile) X.9).*

Describe how the TDP(s) will be incorporated into your project

The existing borders and surface will be removed and the new Recycled Bonded Rubber Playground surface will be installed at 10' fall height.

Where are you sourcing the TDP(s) and/or related service(s)?

1. TDP Materials are being provided locally by Rubber Designs located in Calhoun, GA
2. Labor is being conducted locally by Southeast Outdoors Solutions located in Jasper, GA

Marketing and Education

How will you share information about your project to your community?

City of Stonecrest will notify the community of the Fairington Park Playground about the installation of the Recycled Bonded Rubber Playground Surface by posting on the city's website, posting on the visual monitor at city hall and communicating updates during monthly City Council meetings that are publicly broadcasts. City of Stonecrest will also receive the support of their City Council to inform their constituents during town hall meetings.

Project Timeline: PIP Surfacing Installation - 2026-05-04

Name	Attachments
PIP Surfacing Installation - 2026-05-04	No
Site Preparation - removal of existing materials - 2026-05-04	No

Linked Cover Sheet
City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Activity Name
PIP Surfacing Installation

Activity Description
Poured In Place Surfacing Installation with 4" crushed stone base compacted to 3". Pour EPDM bonded rubber for a 10' Fall Height.

Activity Start Date
05/04/2026

Activity Completion Date
05/22/2026

Project Timeline: [Site Preparation - removal of existing materials - 2026-05-04](#)

Linked Cover Sheet

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Activity Name

Site Preparation - removal of existing materials

Activity Description

Contractor will remove the current loose engineered wood fiber (EWF) mulch playground surface

Activity Start Date

05/04/2026

Activity Completion Date

05/22/2026

Project Budget: TDP Materials

Linked Cover Letter
City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Application Type
Tire Products

How many line items do you want to submit?
4

Running Total of Grant Funds Requested
~~\$134,939.38~~ **\$134,940.00**

Total Project Cost (including TDP and associated services)
\$144,919.38

Percentage of project (by cost) that consists of TDP and associated services
93

Budget Line Item	Grant Funds Requested
TDP Materials	\$91,600.38

Are the funds attributable to a GA business?
Yes

Budget Line Item	Grant Funds Requested
Shipping	\$1,479.00

Are the funds attributable to a GA business?
Yes

Budget Line Item	Grant Funds Requested
Site Prep	\$9,220.00

Are the funds attributable to a GA business?
Yes

Budget Line Item	Grant Funds Requested
Installation	\$32,640.00

Are the funds attributable to a GA business?
Yes

Supporting Materials: 82384574

Linked Cover Letter

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

How many quotes would you like to submit?

4

Attach quotes and/or other cost estimate documentation to support each line-item expenditure in the budget. If utilizing a Georgia business for any products or services, attach documentation that clearly indicates the business name and address.

Quote 1

Southeast Outdoors Solution TDP Quote - Pour in Place Playground.pdf

Quote 2

Southeast Outdoors Solution NON-TDP Quote - Pour in Place Playground.pdf

Quote 3

Rubber Designs Brochure.pdf

Quote 4

TDP Manufacturers and Suppliers List.pdf

**Complete and submit a W9 form.

W9 Form

W-9 Upload

W9- City Executed 9-16-25.pdf

**Complete and submit a state contractor affidavit form.

Contractor Affidavit Form

State contractor affidavit form

Executed Contractors Affidavit.pdf

Supporting Materials: File Attachments

Quote 1

Southeast Outdoors Solution TDP Quote - Pour in Place Playground.pdf

Quote 2

Southeast Outdoors Solution NON-TDP Quote - Pour in Place Playground.pdf

Quote 3

Rubber Designs Brochure.pdf

Quote 4

TDP Manufacturers and Suppliers List.pdf

W-9 Upload

W9- City Executed 9-16-25.pdf

State contractor affidavit form

Executed Contractors Affidavit.pdf

ESTIMATE

Southeast Outdoors Solutions
PO Box 1582
Jasper, GA 30143

Sales@southeastplay.com
+1 (770) 704-5066



The City of Stonecrest:Fairington Park Playground Surface

Bill to

The City of Stonecrest
3120 Boulevard, Suite 190
Stonecrest,
Stonecrest, GA 30038

Ship to

The City of Stonecrest
2831 Fairington Parkway
Stonecrest, GA 30038

Estimate details

Estimate no.: 7882
Estimate date: 09/09/2025

#	Product or service	Description	Qty	Rate	Amount
1.		Remove existing mulch under current playground and install new EPDM Bonded Rubber Recycled Material surface @ 10' fall height			
2.	PIP Surfacing	Poured In Place Surfacing ... 6400sq ft @ 10' CFH RD 1-3 Black Granules 55# bag 149 ea 062-1040 Red (G) 1-4 mm 55# bag**149 BAGS** Base 6/16 50# bag PremARC™ 60-80 (I) d - 475 lb drum 24 Drum PremARC™ 60-80 (I) d - 475 lb drum	1	\$91,600.38	\$91,600.38
3.	Shipping	Shipping & Handling	1	\$1,479.00	\$1,479.00
4.	Removal	Remove loose EWF mulch under playground structure 80'x80' area Dumpster Rentals Included	1	\$19,200.00	\$19,200.00
5.	PIP Surfacing Installation	Poured In Place Surfacing Installation with 4" crushed stone base compacted to 3". Pour EPDM bonded rubber for a 10' Fall Height	1	\$32,640.00	\$32,640.00
6.	Warranty Notes	Warranty Notes • Installation of any component covered under manufacturer warranty is covered	1	\$0.00	\$0.00

under service warranty for one year

- Equipment is warranted under the manufacturer comprehensive warranty
- Once the warranty dates are met each service call, repair, or warranty claim is subject to fees

7. Notes	Thank you for allowing Southeast Outdoors Solutions to provide an estimate for your project! • We hope you find our estimate to be meets your project needs. Prices quoted are good for 7 days, unless otherwise stated within the estimate. Shipping is subject to market changes at any time. • Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install. • If you decide to move forward with your project, please let us know so we can provide the final estimate, sales order, and deposit invoice of 50% of the total project that is due at order date with the remaining being due upon job completion. • Protecting the value and safety of your products and project is very important to us. All work is conducted to meet ASTM playground standards, is fully insured, and performed by a certified installer. • Please note this estimate does not include the following: surveying, permits, inspections or licenses, demolition of anything not noted, site prep, soil testing or grading, drainage systems, stonework or concrete work, temporary fencing or security. • Upon acceptance of sales order no returns, refunds or exchanges are eligible. Taxes are based on install address, unless a copy of your tax exemption certificate is provided.	1	\$0.00	\$0.00
Total			\$144,919.38	

Accepted date

Accepted by

ESTIMATE

Southeast Outdoors Solutions
PO Box 1582
Jasper, GA 30143

Sales@southeastplay.com
+1 (770) 704-5066



The City of Stonecrest:Fairington Park Playground Surface

Bill to

The City of Stonecrest
3120 Boulevard, Suite 190
Stonecrest,
Stonecrest, GA 30038

Ship to

The City of Stonecrest
2831 Fairington Parkway
Stonecrest, GA 30038

Estimate details

Estimate no.: 7883
Estimate date: 09/09/2025

#	Product or service	Description	Qty	Rate	Amount
1.		Refresh Engineered Wood Fiber mulch to existing surface. Raise to a minimum depth of 9". We will leave existing borders.			
2.	EWF Mulch	Playground Engineered Wood Fiber Mulch @ 6" depth IPEMA Certified to ASTM F1292 & F2075 Existing and new mulch will compress to 9", meeting ASTM Standards	119	\$70.00	\$8,330.00
3.	EWF Mulch Installation	Playground Engineered Wood Fiber Mulch Installation via blower truck	1	\$1,650.00	\$1,650.00
4.	Notes	Thank you for allowing Southeast Outdoors Solutions to provide an estimate for your project! • We hope you find our estimate to be meets your project needs. Prices quoted are good for 7 days, unless otherwise stated within the estimate. Shipping is subject to market changes at any time. • Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install. • If you decide to move forward with your project, please let us know so we can	1	\$0.00	\$0.00

provide the final estimate, sales order, and deposit invoice of 50% of the total project that is due at order date with the remaining being due upon job completion.

- Protecting the value and safety of your products and project is very important to us. All work is conducted to meet ASTM playground standards, is fully insured, and performed by a certified installer.
- Please note this estimate does not include the following: surveying, permits, inspections or licenses, demolition of anything not noted, site prep, soil testing or grading, drainage systems, stonework or concrete work, temporary fencing or security.
- Upon acceptance of sales order no returns, refunds or exchanges are eligible.

Taxes are based on install address, unless a copy of your tax exemption certificate is provided.

Total		\$9,980.00
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Accepted date

Accepted by

Rubber Designs

Better for the earth. Better for you.



Rubber Designs manufactures a full line of recycled rubber products ranging from interlocking tiles to rubber landscaping products such as mulch and curb edging. We create products that are better for our earth as we source from 100% recycled rubber. Our products are better due to the superior innovation and quality of manufacturing. We've been working diligently with recycled materials, creating innovative surfacing and landscape products for over two decades. Rubber Designs is guaranteed to supply the highest quality materials while providing a sustainable green solution to saving the earth.

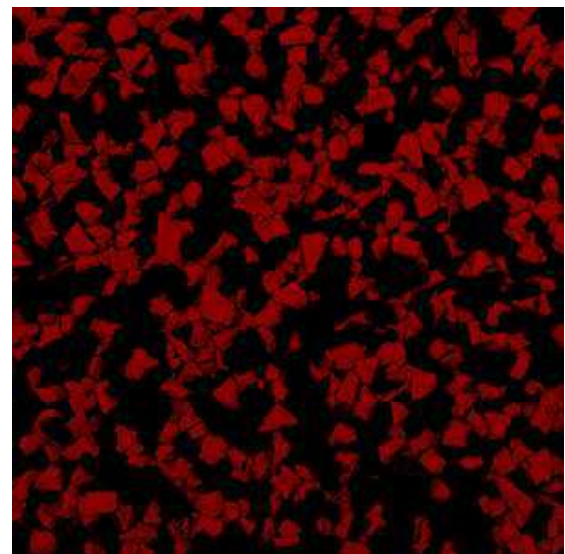
Many of today's consumers understand that recycling is about "Closing The Loop". Rubber Designs processes over 12 million pounds of rubber buffings per year. This generates over 7 million pounds of feed stock per year for product fabrication; the equivalent of removing about 280,000 tires from the waste stream annually.

As manufacturers, we are dedicated to educating the public on the benefits of recycled products and how they can play an integral part in creating beautiful landscaping and surfacing solutions. Part of the process is helping the customer to understand that recycling is not simply about making products out of discarded materials, but about consumers purchasing and using these recycled products in our daily lives.

RUBBER MULCH COLOR ASSORTMENT



EPDM 50/50
Black & Red



Tire-derived Products Manufacturers & Suppliers

The following businesses supply materials and services related to tire derived products. A listing does not constitute an endorsement by EPD. Applicants may source their materials from any company. EPD may post additional contacts as they become available.

Grant applicants may only use materials derived from scrap tires.

It is the Tire Grant applicant's responsibility to provide manufacturer's documentation in their application that describes the TDP(s), such as a material data sheet. This should be submitted in the grant application as supporting material.

Company Name	Website	Contact Information	Location
Atlantic Power & Infrastructure	Atlantic Power & Infrastructure (apaicorp.com)	Phone: 727-723-3300	Clearwater, FL
GameTime	https://www.gametime.com/	Phone: 407-331-0101	Longwood, FL
Great Outdoors Play	https://www.greatoutdoorsplay.com/	Phone: 1-800-259-7880	Martinez, GA
Hasley Recreation	https://hasley-recreation.com/	Phone: 770-965-4042	Flowery Branch, GA
iPlay Safety Surface	https://www.iplaysafetysurfacing.com/	Phone: 844-859-7529	Jupiter, FL
Korkat	https://www.korkat.com/	Phone: 888-356-7528	Carrollton, GA
<i>*Note only certain materials from this supplier qualify for the grant</i>			
Liberty Tire Recycling	Liberty Tire Recycling - Tire Recycling Services	Corporate Phone: 412-562-1700 Local Phone: 404-355-0547 (Atlanta), 706-602-0072 (Calhoun)	Corporate Location: Pittsburgh, PA Local Location: Atlanta, GA and Calhoun, GA
Northwest Georgia Paving Inc (NWGP)	https://nwgpinc.com/	Phone: 706-204-3150	Calhoun, GA
Outdoor Safety Surfacing/ReTek Products	https://www.outdoorsafetysurfacing.com/	Phone: 888-356-7528	Carrollton, GA
PerKEPave	Porous Flexible Paving - perkepave	Phone: 215-316-6383	Pottstown, PA
PlaySouth Playground Creators	https://www.playsouth.net/	Phone: 678-488-6572	Newnan, GA
Porous Pave Inc	https://www.porouspaveinc.com/	Matt Lamb : 651-274-0326	Grant, MI
Pro Playgrounds	https://proplaygrounds.com/	Phone: 1-800-573-7529 Contact Email: gcoleman@proplaygrounds.com	Tallahassee, FL
QRRI	https://www.qrri.com/contact-us/	Phone: 678-832-6034	Sandy Springs, GA
Rubber Recycle	https://www.rubberrecycle.com/	Phone: 732-363-0600	Lakewood, NJ
Rubberform	https://rubberform.com/american-made/	Phone: 716-478-0404	Lockport, NY
Rubberway	https://www.rubberway.com/	Phone: 877-288-0045	Miami, FL
Rubber Designs	https://www.rubberdesigns.com/	Phone: 877-978-2237	Calhoun, GA
Softline Solutions	https://www.softlinesolutions.net/poured-in-place-surfacing-systems	Jonathan Truan : jonathant@softlinesolutions.net	Waterford, MI
Sunbelt Asphalt	https://sunbeltasphalt.com/	Phone: 770-867-5312	Auburn, GA

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) City of Stonecrest, GA	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 3120 Stonecrest Blvd Suite 190 6 City, state, and ZIP code Stonecrest, GA 30038 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-					
or								
Employer identification number								
8	2	-	1	2	9	4	8	9 0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>[Signature]</i>	Date <i>06.24.2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1214800
Federal Work Authorization User Identification Number

City of Stonecrest
Name of Contractor

Georgia Department of Natural Resources

Name of Public Employer

1/16/2019
Date of Authorization

TDP-Park In Place Phayagrand
Name of Project SURFACE AT FARMINGTON PARK

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

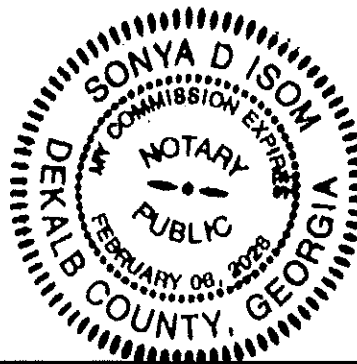
Executed on September 25 20 25 in Stonecrest (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Shermin Cobble, Mayor
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 25th DAY OF September, 20 25.

Sonya D. Clam
NOTARY PUBLIC
My Commission Expires: February 8, 2028



Signature: [82386872](#)

Linked Cover

City of Stonecrest | Drane | Poured In Place Playground Surface at Fairington Park

Are you the responsible official (as described in the Project Information section of this application) authorized to sign on the behalf of your entity?

No

If no, please go to the link below. Make a copy of the form to complete and upload the signed signatory form.

[Tire Products Grant Application Signature Page](<https://epd.georgia.gov/document/document/swtf-grant-program-application-signature-page/download>)

Signed Signature Page

TDP Grant Signature form EXECUTED.pdf

Signature: File Attachments

Signed Signature Page

TDP Grant Signature form EXECUTED.pdf

SWTF Grant Program Application Signature Page

SWTF Grant (select one):

- ☐ Recycling and Waste Diversion Grant
- ☒ Tire Products Grant
- ☐ Scrap Tire Abatement Reimbursement Grant

Project Title: Poured IN Place Playground Surface at Farmington Park

Local Government Entity (Applicant): City of Stonecrest

I, undersigned authorized representative of the applicant, certify that to the best of my knowledge, the information contained herein is true and correct, the document and project has been duly authorized by the governing body of the applicant, and, if funded, the applicant will carry out the implementation steps in the manner described in this application. I also certify that the applicant shall maintain accounting records in accordance with generally accepted government accounting principles and that the funds awarded will be included in those audits or financial statements that cover all or part of the project duration period noted in the application.



Official Signature
(Responsible Official only)

9.29.25

Date

Jazzmin Cobble

Name (Print)

Mayor

Title

Questions & Answers

Buyer Organization City of Stonecrest
Question Acceptance Deadline 04/29/2026 05:00 PM EDT
Closing Date 05/19/2026 03:00 PM EDT

No	Vendor Name	Question/Answer	Question Date Answer Date
Q1	Lanier Plans Inc. dba KORKAT	Question: Questions from KorKat (by <i>Shane Lanier</i>) 1. Where is the EPDM to drain to. 2. Can the EPDM be above grade, so drainage is not required because of stock levels of EPDM, lead times, removal, and drainage can the install timeline be pushed back for major completion within 60 days 3. Is temporary fence required, if so can it be orange fence 4. Can a 4" GAB subbase be used instead of Concrete? 5. Are you wanting concrete curbing? 6. Is there a specific manufacturer of EPDM requested? Public Answer: (by <i>Tanisha Boynton in Addendum 1</i>) <i>Answered in Addendum 1</i>	04/14/2026 08:46 AM EDT Published 05/04/2026 03:49 PM EDT
Q2	Lanier Plans Inc. dba KORKAT	Question: Questions from KorKat (by <i>Shane Lanier</i>) •Concrete is typically not installed under EPDM can you confirm that is what's required. If so do you want 4" of compacted stone under the concrete. •EPDM that has color is not 100% recycled tire rubber. please confirm if you want bonded rubber or EPDM and the color. •Is the rubber to be above grade? •You listed a 10' fall height. Is that the fall height you are wanting or will the fall height for the equipment be sufficient •The 15 day window is too tight for major completion. Will you consider a 50-day window for major completion •Do you have some where on site where the spoils can be left? Public Answer: (by <i>Tanisha Boynton in Addendum 1</i>) <i>Answered in Addendum 1</i>	04/22/2026 08:50 AM EDT Published 05/04/2026 03:49 PM EDT
Q3	Bliss Products and Services, Inc.	Question: Demo/Removal (by <i>Gregg Bliss</i>) Are we responsible for demo/removal of existing mulch? Public Answer: (by <i>Tanisha Boynton in Addendum 1</i>) <i>Answered in Addendum 1</i>	04/29/2026 11:17 AM EDT Published 05/04/2026 03:49 PM EDT

No	Vendor Name	Question/Answer	Question Date Answer Date
Q4	Bliss Products and Services, Inc.	Question: Concrete Pad (by Gregg Bliss) What depth should the concrete pad be? They are asking that we replace the mulch with concrete and PIP (concrete instead of compacted stone). The mulch likely sets the equipment at 12" for surfacing, but we'll only be coming back in with 8" or less of concrete/PIP. Do they want us to use fill dirt to build the site back up? Public Answer: (by Tanisha Boynton in Addendum 1) <i>Answered in Addendum 1</i>	04/29/2026 11:17 AM EDT Published 05/04/2026 03:49 PM EDT
Q5	Bliss Products and Services, Inc.	Question: Site Access (by Gregg Bliss) Can trucks access the site? Will we need to seed/straw OR sod what grass we mess up? Public Answer: (by Tanisha Boynton in Addendum 1) <i>Answered in Addendum 1</i>	04/29/2026 11:17 AM EDT Published 05/04/2026 03:49 PM EDT
Q6	Bliss Products and Services, Inc.	Question: Drainage Spec (by Gregg Bliss) What kind of drainage do they want? Says it's required, but doesn't state what kind. Public Answer: (by Tanisha Boynton in Addendum 1) <i>Answered in Addendum 1</i>	04/29/2026 11:17 AM EDT Published 05/04/2026 03:49 PM EDT
Q7	Bliss Products and Services, Inc.	Question: Permitting (by Gregg Bliss) Is permitting required for this project? Public Answer: (by Tanisha Boynton in Addendum 1) <i>Answered in Addendum 1</i>	04/29/2026 11:18 AM EDT Published 05/04/2026 03:49 PM EDT
Q8	Bliss Products and Services, Inc.	Question: PIP Specifications (by Gregg Bliss) Any graphics or just a 50/50 blend? Aromatic or aliphatic binder? Public Answer: (by Tanisha Boynton in Addendum 1) <i>Answered in Addendum 1</i>	04/29/2026 11:18 AM EDT Published 05/04/2026 03:49 PM EDT
Q9	Bliss Products and Services, Inc.	Question: Border Spec (by Gregg Bliss) Do they want a turn down edge or should we do concrete borders? Public Answer: (by Tanisha Boynton in Addendum 1) <i>Answered in Addendum 1</i>	04/29/2026 11:18 AM EDT Published 05/04/2026 03:49 PM EDT
Q10	Bliss Products and Services, Inc.	Question: Square Footage (by Gregg Bliss) SF is 4540 for the play area, but is that just for the area already encompassed by borders? Public Answer: (by Tanisha Boynton in Addendum 1) <i>Answered in Addendum 1</i>	04/29/2026 11:18 AM EDT Published 05/04/2026 03:49 PM EDT

Solicitation	CITB-0006-26
Solicitation Title	Pour-In-Place Playground Surface Project
Solicitation Status	Bids published
Publication Date Time	2026-04-07 15:07:06
Closing Date Time	2026-05-19 19:00:00
Supplier Classifications Filter	
Total Matched Suppliers	598
Total Suppliers With Downloads	48
Total Suppliers With Bids	5