

**REQUEST FOR PROPOSALS (RFP) NO. 2019-00023 – STEP 2**  
**General Contractors Amphitheatre**



**Issued Date: July 31, 2019**

Lindell Y. Miller, CPPO, Procurement Division  
City of Stockbridge, City Hall  
4640 North Henry Boulevard  
Stockbridge, GA 30281

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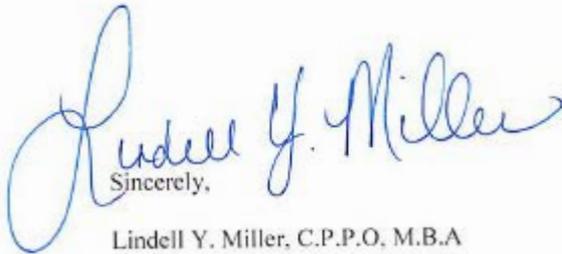
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Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity."

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.



Sincerely,  
Lindell Y. Miller, C.P.P.O, M.B.A



**REQUEST FOR PROPOSAL NO. 2019-00023 - STEP 2**  
**GENERAL CONTRACTORS AMPHITHEATRE**  
**Wednesday, July 31, 2019**

**INTRODUCTION**

**1.0 PURPOSE**

The City of Stockbridge, (hereafter referred to as “the City), is issuing this Request For Proposals (“RFP”) for a General Contractor(s) (“Contractor”) to provide construction services as described in this RFP.

Request For Proposals No. 2019-00023 General Contractors project is for the construction of a new 4,185 people Amphitheater with stage, accessory buildings, and parking. The Amphitheatre will be located Northeast of the existing Stockbridge City Hall located at 4640 N. Henry Boulevard, Land Lot 61, 12<sup>th</sup> District, Stockbridge, GA 30281. The amphitheater is to be an integral part of the developing downtown district of Stockbridge. The total acreage anticipated to be disturbed by the project is 9.6. The project includes the following site elements: 50 new parking spaces, entry plaza, pre-function plaza, VIP structured-covered viewing boxes, terraced lawn seating, permanent sound booth covered-structure, outdoor stadium seating, elevated walkway, egress stairs & ramps, and sidewalks. In addition, the project has five (5) buildings. These buildings are: a two-story 4,685sf stage pavilion with enclosed green room, a one-story 1,923sf Will Call Building, a one-story 1,962sf Main Restroom Building, and two (2) one-story 1,933sf Concessions Buildings.

The City is using a multi-step procurement process to select the most qualified firm for this Project. The City issued Step One, RFQ No. 2019 - 00019 and requested interested General Contractors to submit qualifications.

Only pre-qualified General Contractors from RFQ No. 2019-00019, Step One (1) may respond to this Step Two (2) solicitation. The Selection Committee pre-qualified the following firms:

- a. Hogan Construction Group, LLC
- b. Russell S.P.A.C.E Venues Group – H.J. Russell & Company
- c. Winter Johnson Group

Proposals provided in response to this RFP that comply with the submittal requirements set forth in the specifications, evaluation criteria and scope of work, Exhibits, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in

the Evaluation Criteria. Based on the results of the evaluation, the City will award the General Contractors for the construction of the Amphitheatre of the City of Stockbridge Amphitheatre to the most advantageous Proposer based on the evaluation factors and the cost set forth in the RFP.

## 1.1 BACKGROUND

The City of Stockbridge, Georgia was founded May 15, 1821 and currently has an estimated population of 29,114. The City of Stockbridge is governed by a Mayor and a five-member Council and a City Manager and is the largest City in Henry County. The City has proximity to I-75 as well as I-675 and is conveniently located 20 miles south of Atlanta and 12 miles east of the Atlanta Hartsfield-Jackson International Airport.

The City of Stockbridge is located on the northern end of Henry County, Georgia and has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia. Henry County is surrounded by Butts, Clayton, Dekalb, Newton, Rockdale and Spalding Counties.

## 1.2 QUALIFICATIONS

The General Contractor shall provide a letter of good standing from a surety that is treasury listed and have a minimum A-VII Rating listed in A.M. Best's Key Rating Guide, showing the history of the relationship, the largest bond, and the total bonding capacity.

## 1.3 OBTAINING THE RFP

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under "Bid Solicitations" and the Georgia Procurement Registry [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

A viewing copy (**FOR VIEWING PURPOSES ONLY**) of the **Drawings** will be available in the Procurement Division located at the City of Stockbridge, City Hall 4640 North Henry Boulevard, Stockbridge Georgia 30281.

**A complete set of digital (PDF) plans and specifications may be obtained from TSW, Inc. by the shortlisted general contractors. The general contractors shall be responsible for procuring their own paper copies from their printer of choice. The general contractor shall also be responsible for making the digital (PDF) plans available to their subcontractors. TSW shall not be responsible for delivery of the digital plans to parties other than the short-listed general contractors. Send an e-mail to [hubble@tsw-design.com](mailto:hubble@tsw-design.com). TSW will respond with a link to download the digital PDF plans and obtain delivery confirmation from the shortlisted firms.**

If you have difficulty or questions with downloading the PDF, you may contract Heather Hubble at 404.873.6730 Ex. 106

#### **1.4 SUBCONTRACTING OPPORTUNITIES**

Potential prime contractors submitting a bid on this project for the City of Stockbridge and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the City's website, <https://www.cityofstockbridge.com/pView.aspx?id=4640>. "

#### **1.5 PRE-PROPOSAL CONFERENCE**

The City will hold a **Non-Mandatory Pre-Proposal** Conference, on **Wednesday, August 14, 2019, at 10:00 A.M.** at the City of Stockbridge, City Hall at 4640 North Henry Boulevard, Stockbridge, Georgia 30281. Attendance at the **Non-Mandatory Pre-Proposal** Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend.

The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the CITY through this RFP. The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to as "Schedule of Events" of this RFP. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

#### **1.6 PROPOSAL DUE DATE**

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before **Thursday, September 5, 2019 (12 Noon) EDT.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

**REQUEST FOR PROPOSALS NO. 2019-00023 - STEP 2**  
**GENERAL CONTRACTORS AMPHITHEATER**  
City of Stockbridge City Hall  
4640 North Henry Boulevard Stockbridge, GA 30281  
**RFP Due Date: Thursday, September 5, 2019 (12 noon) EDT**

## **1.7 DELIVERY REQUIREMENTS**

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division.

## **1.8 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at [LMiller@CityofStockbridge-ga.gov](mailto:LMiller@CityofStockbridge-ga.gov), 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

## INSTRUCTION TO PROPOSERS

### 2.1 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals – Step 2- Issued to Public	<b>July 31, 2019</b>
<b>Pre-Proposal Meeting (Non-mandatory)</b> City of Stockbridge City Hall 4640 North Henry Boulevard Stockbridge, GA 30281	<b>August 14, 2019 (10:00 A.M, EDT)</b>
Last Day for Questions to be Submitted	<b>August 22, 2019 (12 Noon, EDT)</b>
RFP Submittal Due Date	<b>September 5, 2019 (12 Noon, EDT)</b>

### 2.2 NO CONTACT DURING THE PROCUREMENT PROCESS

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager’s recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

### 2.3 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City’s consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **August 22, 2019 (12 Noon, EDT)**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City’s website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

**Purchasing Manager: Lindell Y. Miller**  
**Email: LMiller@CityofStockbridge-ga.gov**

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.4 TERM OF CONTRACT**

The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract.

## **2.5 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in the evaluation criteria and the specifications of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of City personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of the City of Stockbridge.

## **2.6 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

## **2.7 RESERVED RIGHTS**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

## **2.8 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Contractor acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

## **2.9 ACCURACY OF RFP AND RELATED DOCUMENTS**

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.8 in writing at the following address: City of Stockbridge Purchasing

division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.10 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the contractor will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

## **2.11 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## 2.12 CITY RIGHTS AND OPTIONS

- This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:
- This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The City reserves the right to waive any technicalities or irregularities in the Proposals.
- The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The City may request Proposers to send representatives to the City for interviews and presentations.
- To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The City reserves the right to discontinue negotiations with any selected Proposer.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City
- The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

### **2.13 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other

information required by this RFP or procurement process or in connection with the selection process or any negotiations.

## **2.14 TERMINATION OF NEGOTIATIONS**

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

## **2.15 PREPARATION OF PROPOSALS**

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.
- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance,

stability, and operational efficiency should be submitted with the proposal for further consideration.

- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- I. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

## **2.16 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

## **2.17 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Community Development Director or designated representative.

## **2.18 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTPS://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

## **2.19 AUTHORIZATION TO TRANSACT BUSINESS**

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

## **2.20 NON-COLLUSION**

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## **2.21 EXCEPTIONS AND OMISSIONS**

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

## 2.22 GENERAL REQUIREMENTS

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

## **PROPOSAL REQUIREMENTS**

### **3.1 SUBMISSION REQUIREMENTS**

All Proposals, including all attachments, must be received by the City in a sealed package no later than **September 5, 2019 (12:00 Noon) EDT** and must be addressed to:

**REQUEST FOR PROPOSALS NO. 2019- 00023 - STEP 2**  
**GENERAL CONTRACTORS AMPHITHEATRE**  
**City of Stockbridge, City Hall**  
**Purchasing Division**  
**4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2019-00023 – STEP 2**  
**GENERAL CONTRACTORS AMPHITHEATRE**  
**CITY OF STOCKBRIDGE, CITY HALL**  
**Proposer's Name and Address**

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked “ORIGINAL” and five (5) bound photocopies that are identical to the original and marked “COPY” and one (1) CD or flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

## **3.2 SCOPE OF WORK**

### **PROJECT SCHEDULE**

Proposer shall provide phases, milestones, and deliverables in their proposed Project Plan and Schedule for work to be performed in accordance with the Bid Documents. These include an updated Project Work schedule for the construction phase of the project; mobilization; shop drawings; installation of all agreed to work, including testing, certification and training of CITY staff; parts and labor warranties, including annual inspections each year of the warranty periods.

Additionally, Proposer shall be responsible for any and all interruptions to business operations in the City of Stockbridge City Hall Center caused by their negligence in avoiding such interruptions.

Failure to comply with the agreed to schedule may result in the assessment of liquidated damages for any project delay(s) within the control of Proposer. Liquidated damages will not be assessed for delays beyond Proposer's control.

## **3.3 TECHNICAL PROPOSAL FORMAT OVERVIEW REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

<b>Evaluation Criteria</b>	<b>Tab Number</b>
<p>The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below.</p> <p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable</p>	
<p><b>Section 1 - Company Information</b></p> <p>a. Company's local name, address, and telephone number</p> <p>b. Primary local contact person(s) and telephone number(s)</p> <p>c. Total number of company's local full-time employees</p> <p>d. Year company was established</p> <p>e. Description of the company's background and size.</p> <p>f. Description of the company’s corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.</p>	<p><b>Tab 1</b></p>
<p><b>Section 2 – Past Performance</b></p> <p>Past Performance – Describe proposer’s experience on projects of comparable nature, scope, complexity and duration along with evidence of satisfactory completion, both on time and within budget, for the past five (7) years regarding the proposer. Include the following for each project:</p> <p>a. Project name</p> <p>b. Project Budget</p> <p>c. Project Final Cost</p>	<p><b>Tab 2</b></p>

<p>d. Location e. Date of completion (month, year)  e. Company role and responsibility for the project.  f. List Proposer’s key personnel involved on the project.  g. Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active.</p> <p>Provide names, email addresses and phone numbers of three government customers with comparable volumes and origination types, who have been contracting the services requested in this RFP.</p>	
<p><b>Section 3 – Project Approach/Plan Approach</b></p> <p>Provide a Project Approach/Plan for performing the construction activities described in this RFP. The Project Plan should deal directly with the issues to complete the construction of the Amphitheatre critical to a successful outcome.</p> <p>The construction of the Amphitheatre includes the following site elements: 50 new parking spaces, entry plaza, pre-function plaza, VIP structured-covered viewing boxes, terraced lawn seating, permanent sound booth covered-structure, outdoor stadium seating, elevated walkway, egress stairs &amp; ramps, and sidewalks. The project has five (5) buildings. These buildings are: a two-story 4,685sf stage pavilion with enclosed green room, a one-story 1,923sf Will Call Building, a one-story 1,962sf Main Restroom Building, and two (2) one-story 1,933sf Concessions Buildings. In addition, the General Contractor shall provide an add alternate for construction of the Amphitheater public right-of-way road.</p> <p>The Project Plan shall address the management approach in completing the work - Scope of Work. At a minimum, the plan shall:</p> <ul style="list-style-type: none"> <li>• Identify all major tasks, when the major tasks shall start and finish.</li> <li>• Describe methodologies, including best practices and benchmarks, to be used.</li> </ul> <p>Prepare a construction schedule to show how this would be accomplished. Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. Include your approach to staffing the job, indicating your strategy for outreach to the local subcontracting community. This section shall be signed by an authorized representative of the prospective Contractor</p>	<p><b>Tab 3</b></p>

<p><b>Section 4 – Experience and Qualifications of Key Personnel</b></p> <p>Proposer shall provide the following information on their:</p> <ul style="list-style-type: none"> <li>A. Proposer shall provide clear evidence of a minimum of five (5) years recent experience with commercial building complex alarm design and installation/modernization projects with properties of comparable magnitude or complexity as the City of Stockbridge Amphitheatre.</li> <li>B. Proposer's proposed Project Manager should have experience as a Project Manager managing projects of complexity and magnitude similar to that of the City of Stockbridge Amphitheatre.</li> <li>C. Proposer's proposed Superintendent should have experience as a Project Manager managing projects of complexity and magnitude similar to that of the City of Stockbridge Amphitheatre.</li> <li>D. The proposed Project Manager/Superintendent should have been a fulltime employee of Proposer for a minimum of three (3) years. <b>Proposer shall submit the resumes for the Project Manager and all personnel</b></li> </ul> <p>Each resume should be limited to three (3) pages for each position and be organized according to the following:</p> <ul style="list-style-type: none"> <li>• Name and Title</li> <li>• Professional Background</li> <li>• Current and Past Relevant Work Experience</li> <li>• Include two (2) references for each key personnel member on similar projects. The references must include the point of contact's name, address, phone number and e-mail address.</li> </ul>	<p><b>Tab 4</b></p>
<p><b>Section 5 - Availability of Key Personnel</b></p> <p>Proposer shall submit the following information for the Project Manager, Superintendent and Fire Alarm System Installer(s):</p> <ul style="list-style-type: none"> <li>a. Percentage of time key personnel will spend on this project; and</li> <li>b. Current workload of each key personnel.</li> </ul>	<p><b>Tab 5</b></p>

<p><b>Section 6 - Location</b></p> <p>Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.</p>	<p><b>Tab 6</b></p>
<p><b>Section 7 - Recent, Current, and Projected Workloads of the Firms –</b></p> <p>List all projects, including project number, during the past seven five (5) years, both completed and active with approximate percent complete.</p>	<p><b>Tab 7</b></p>
<p><b>Section 8 - Completed Bid Price Proposal Form.</b></p> <p>All line items listed in the Bid Price Proposal form must contain a proposed cost. Provide estimated quantities where requested. Line Item Costs prevail overestimated quantities.</p>	<p><b>Tab 8</b></p>
<p><b>Section 9 - Proposer Financial Information</b></p> <p>a. It is the practice of the City to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work.</p> <p>b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.</p> <p><b>The following documentation is required in order for the City to evaluate financial responsibility:</b></p> <p>a. Provide your firm’s most recent balance sheets.</p> <p>b. Provide your firm’s most recent Dun &amp; Bradstreet, Value Line Reports or other credit ratings/report.</p> <p>c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.</p> <p>d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized</p>	<p><b>Tab 9</b></p>

<p><b>Section 10 – Litigation</b></p> <p>The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization.</p> <p>If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.</p>	<p><b>Tab 10</b></p>
<p><b>Section 11 - Business Licenses, Licenses, and Insurance</b></p> <p>Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity.</p> <p>List any regulatory or license agency sanctions. If there are none, state none</p>	<p><b>Tab 11</b></p>
<p><b>Section 12 - References</b></p> <p>Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred.</p> <p>Proposer shall provide five (5) owner references that reflect recent experience with properties of comparable magnitude or complexity as the</p>	<p><b>Tab 12</b></p>

City of Stockbridge Amphitheatre. Each listed reference must include the name of the company, the point of contact and their mailing and e-mail address, phone and fax telephone numbers. <b>EXHIBIT II, REFERENCE VERIFICATION FORM</b>	
<b>Section 13 – Documents and forms required by the City</b>  Please provide all other documents and forms not included in the above sections.	<b>Tab 13</b>

### 3.4 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

- a. The Proposer shall include an introduction which outlines the contents of the Cost Proposal.
- b. The Proposer is required to complete **all** of the Cost Proposal Forms provided. Proposers are to submit one (1) original and two (2) copies in a separate sealed envelope from the technical proposals. The envelope/package **must** be clearly marked on the outside.
- c. Cost proposals shall be completed and submitted on Cost Proposal Form.
- d. The detailed cost proposal shall show the positions and hourly rates for all employees that may be assigned to the work. Hourly rates shall include labor unit costs, multipliers, overhead, and profit.
- e. Following opening of the cost proposals, the City may require clarifications associated with scope and cost assumptions.

### 3.5 PROPOSAL EVALUATION – SELECTION CRITERIA

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

The following list of Evaluation Criteria total 100 points. Subsequent pages will further detail and define the Evaluation Criteria which are summarized with their numerical point ranges.

RFP Evaluation Criteria	Scoring Value Maximum Points
<b>Bid Price/Cost Proposal Requirements</b>	
<p><b>1). Cost Proposal Format and Content (Maximum 30 Points)</b></p> <p>Bid Price Proposals shall be submitted on the General contractors Bid Price Proposal form attached hereto and shall include and overall Base Bid Prices for the Project and the number of calendar days within which the Proposer will complete the Project. The overall Base Bid Price shall include all costs for all permitting, additional geotechnical or environmental investigations and reports, surveys, and engineering services, Quality Management Plan, construction of the Project, and all other work necessary to fully and timely complete that portion of the Project including all job site and home office overhead and profit. This overall Base Bid Price shall be payment in full and final compensation for the work required to complete the project. The Bid Price proposal package must also contain the Bid Bond.</p> <p>Scoring shall be based on the detail and summary of items 1-35 on line item 36 for the Amphitheater and <b>Amphitheater fixed construction total</b>, and the detail and summary of items 37-49 on line item 50 for the Amphitheater Road, <b>Public amphitheater road fixed construction total</b>.</p>	<p>0 - 30</p>

<b>Non-Price Categories</b>	
<p><b>2). Experience &amp; Ability (Maximum 30 pts.)</b></p> <ul style="list-style-type: none"> <li>• Discuss your firm's/team's related experience with projects similar to the project being selected.</li> <li>• Discuss the specific experience of your team's proposed project manager and superintendent.</li> <li>• Present any special qualifications or skills which you possess that would be of benefit in project implementation.</li> </ul>	0 - 30
<p><b>3). Project Approach/Method and Understanding the Project Requirements (Maximum 20 pts.)</b></p> <ul style="list-style-type: none"> <li>• Demonstrate your understanding of the project requirements which may affect the development of the project.</li> <li>• Analyze the project requirements and identify any areas which could be modified to achieve savings on the project.</li> <li>• Demonstrate your knowledge of the local construction market and work force as it relates to the requirements of the project.</li> <li>• Describe any problems which may arise during the construction of the project and describe how you propose to resolve these problems.</li> <li>• Provide a detailed organization chart of your management team for the project. Outline the responsibilities of each team member.</li> <li>• Describe your procedures for quality control in design and construction work.</li> <li>• Describe your procedures in certifying substantial completion, final completion, and services during occupancy and warranty period.</li> </ul>	0 - 20
<p><b>4). Schedule (Maximum 20 Points)</b></p> <p>Develop and present a proposed Project schedule for development of the overall project and relevant phases and sub phases. Explain the advantages of your proposed schedule and how the schedule meets the City's goals and objectives. Explain the methods which will be used to monitor the project's progress and the methods which will be used to adjust the schedule to maintain the established completion date of the project. Substantiation that the project can be completed within the time frames offered by your firm showing sufficient detail and proper logic.</p>	<b>0 - 20</b>
<b>MAXIMUM SCORING POINTS TOTAL</b>	<b>100</b>

Total points awarded for price will be determined by applying the following formula:

$$(\text{Lowest Proposed Price} / \text{Proposer's Price}) \times 30 = \text{Price Score}$$

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

### **3.6 REJECTION AND WITHDRAWAL OF PROPOSALS**

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

### **3.7 PROPOSAL AND CONTRACT DOCUMENTS**

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

### **3.8 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

### **3.9 COST INCURRED BY VENDORS**

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

### **3.10 CODES, PERMITS, FEED, LICENSES AND LAW**

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
  
- b. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

### **3.11 SAFETY**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and

any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

### **3.12 DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

### **3.13 STATEMENT OF WARRANTY**

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

### **3.14 NONDISCRIMINATION**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

### **3.15 DRUG FREE WORKPLACE CERTIFICATION**

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) 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 Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he 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.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
  - (1) The Contractor has made false certification hereinabove; or
  - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

### **3.16 GEORGIA SECURITY AND IMMIGRATION ACT**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

### **3.17 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM**

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

### **3.18 DELIVERY AND F.O.B. DESTINATION**

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

### **3.19 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)**

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

### **3.20 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK**

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.

- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

### **3.21 AUTHORITY TO SIGN**

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

### **3.22 PROPOSAL SECURITY AND PERFORMANCE BONDS**

**Bid Bond** - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

**Payment Bond** - the General Contractor Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

**Performance Bond** - General Contractor Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

### **3.23 RFP SUBMITTALS**

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

### **3.24 EVALUATION PROCESS**

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified individuals /firms(s) to the City Council for award. Matters relating to qualifications to meet the City's needs will receive highest priority in evaluation. After a Proposal is selected, the City expects to negotiate the details of the work to be performed based upon the proposal, the City's needs, and revenue sharing based on towing company rates per tow, and/or per month or a combination thereof. Proponents are solely responsible for ensuring prices consider any fluctuations in fuel prices or other variable costs. If negotiations fail for any reason, including price, the CITY may choose to negotiate with others to obtain an appropriate contract for needed Services.

The City of Stockbridge Purchasing Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Division will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Purchasing Manager will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

**The City may require visits to customer company, installations or demonstrations of product by Contractor's, as part of the evaluation process.**

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I**, and requirements throughout this RFP.

### **3.25 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)**

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

### **3.26 CITY'S TAX EXEMPTION**

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

### **3.27 AWARD OF CONTRACT**

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).

- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

**Responsibility** - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard Requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

**Responsiveness** - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

### **3.28 NEGOTIATION AND AWARD**

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

### **3.29 CONTROLLING LAW, VENUE**

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

### **3.30 CONTRACTOR AS INDEPENDENT CONTRACTOR**

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

### **3.31 ASSIGNMENT**

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

### **3.32 PERFORMANCE OF CONTRACT**

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.

- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

### **3.33 DEFAULT AND TERMINATION**

#### **a. Termination by Contractor**

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

#### **b. Termination by City**

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately

and vacate the premises, to cancel ordered products and/or services with no expense to the City.

- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

**c. Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

**d. Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

**3.34 INVOICES**

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall  
Finance Department Accounts Payable  
4640 N. Henry Boulevard  
Stockbridge, GA 30281**

**3.35 PAYMENT**

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

**3.36 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

**3.37 PUBLIC RECORDS DISCLOSURE:**

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia’s Open Records Act.

**3.38 PAYMENT**

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City’s Authorized Representative of the work / services performed.

**3.39 CERTIFICATE OF ACCEPTANCE**

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

**3.40 CERTIFICATION REGARDING DEBARMENT**

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

**3.41 PRICE VALIDITY**

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

**BID FORM**

Submitted To: City of Stockbridge

Submitted By: \_\_\_\_\_

For: 2019-00023 GENERAL CONTRACTORS AMPHITHEATRE FOR CITY OF STOCKBRIDGE

Submitted on. \_\_\_\_\_, 20\_\_.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the City of Stockbridge Council, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the City of Stockbridge Council, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

**THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.**

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

AMPHITHEATRE FIXED CONSTRUCTION TOTAL SHALL BE

\_\_\_\_\_ (\$ \_\_\_\_\_)

Dollar Amount in Words

Dollar Amount in- Numbers

PUBLIC AMPHITHEATRE ROAD FIXED CONSTRUCTURE TOTAL SHALL BE

\_\_\_\_\_ (\$ \_\_\_\_\_)

Dollar Amount in Words

Dollar Amount in- Numbers

**BID PRICE PROPOSAL FORM**

**AMPHITHEATER COST**

ITEM	DIV.	ITEM	Material	Labor	Sub	Total	Cost/SF
1	1	<b>GENERAL REQUIREMENTS</b>					
2	2	<b>EXISTING CONDITIONS</b>					
3	3a	CONCRETE- SITE					
4	3b	CONCRETE- BUILDINGS					
5	3	<b>CONCRETE SUBTOTAL</b>					
6	4	<b>MASONRY</b>					
7	5a	METALS- SITE					
8	5b	METALS- BUILDINGS					
9	5	<b>METALS SUBTOTAL</b>					
10	6	<b>WOOD, PLASTICS, &amp; COMP</b>					
11	7	<b>THERMAL &amp; MOISTURE PROTECTION</b>					
12	8	<b>OPENINGS</b>					
13	9	<b>FINISHES</b>					
14	10a	SPECIALTIES- SITE					
15	10b	SPECIALTIES- BUILDING					
16	10	<b>SPECIALTIES SUBTOTAL</b>					
17	11	<b>EQUIPMENT</b>					
18	12a	FURNISHINGS- SITE					
19	12b	FURNISHINGS- BUILDING					
20	12	<b>FURNISHINGS SUBTOTAL</b>					
21	14	<b>CONVEYING EQUIPMENT</b>					
22	21	<b>FIRE SUPPRESSION</b>					
23	22	<b>PLUMBING</b>					
24	23	<b>HEATING, VENTILATION, AND AIR-CONDITIONING</b>					
25	26	<b>ELECTRICAL</b>					
26	27	<b>COMMUNICATIONS</b>					
27	28	<b>ELECTRONIC SAFETY AND SECURITY</b>					
28	31	<b>EARTHWORK</b>					
29	32	<b>EXTERIOR IMPROVEMENTS</b>					
30	46	<b>UTILITIES</b>					
31		<b>SUBTOTAL WORK: (ALL ABOVE)</b>					
32		<b>BUILDER'S RISK INSURANCE</b>					
33		<b>P&amp;P Bond</b>					
34		<b>SUBTOTAL</b>					
35		<b>FEE</b>			( ___%)		
36		<b>AMPHITHEATER FIXED CONSTRUCTION TOTAL</b>					

**PUBLIC AMIPHTEATER ROAD COST**

ITEM	DIV.	ITEM	Material	Labor	Sub	Total	Cost/SF
37	1	<b>GENERAL REQUIREMENTS</b>					
38	2	<b>EXISTING CONDITIONS</b>					
39	3	<b>CONCRETE</b>					
40	4	<b>MASONRY</b>					
41	5	<b>METALS</b>					
42	31	<b>EARTHWORK</b>					
43	32	<b>EXTERIOR IMPROVEMENTS</b>					
44	46	<b>UTILITIES</b>					
45		<b>SUBTOTAL WORK: (ALL ABOVE)</b>					
46		<b>BUILDER'S RISK INSURANCE</b>					
47		<b>P&amp;P Bond</b>					
48		<b>SUBTOTAL</b>					
49		<b>FEE</b>			( ___%)		
50		<b>PUBLIC AMPHITHEATER ROAD FIXED CONSTRUCTION TOTAL</b>				\$	

**Total points awarded for price will be determined by applying the following formula:  
 (Lowest Proposed Price/Proposer's Price) x 30 = Price Score**

**LOWEST PROPOSED PRICE INCLUDES: (AMPHITHEATER FIXED CONSTRUCTION TOTAL + PUBLIC AMPHITHEATER ROAD FIXED CONSTRUCTION TOTAL)**

**THE POINTS AWARDED FOR PRICE WILL BE CALCULATED BASED ON BOTH THE OVERALL TOTAL OF THE AMPHITHEATER FIXED CONSTRUCTION TOTAL AND THE PUBLIC AMPHITHEATER ROAD FIXED CONSTRUCTION TOTAL ACCORDING TO THE FORMULA LISTED IN THE EVALUATION CRITERIA.**

**ALL AREAS OF THE PRICING WORKSHEET SHOULD BE FILLED IN WITH A DOLLAR FIGURE. IF IT IS THE INTENT OF THE VENDOR TO PERFORM OR PROVIDE ANY SERVICES OR COMMODITIES REFERENCED AT NO COST TO THE CITY, THEN \$0.00 (ZERO) DOLLARS SHOULD BE REFERENCED IN THE APPROPRIATE FIELD. DO NOT USE "N/A", "---" OR ANY OTHER SYMBOLS OR ATTACH CONDITIONS TO THE BID PRICE PROPOSAL. FAILURE TO USE THE CITY'S PRICING SHEET PAGE AND PROVIDE COSTS AS REQUESTED IN THIS RFP MAY DEEM YOUR PROPOSAL NON-RESPONSIVE.**

**CONDITIONS SHALL NOT BE ATTACHED TO THE BID PRICE ROPOSAL. ANY ITEMS NOT LISTED ARE INCIDENTAL TO THE WORK.**

**THE OWNER, AT ITS SOLE DISCRETION, MAY MODIFY QUANTITIES OR ELIMINATE LINE ITEMS IN THEIR ENTIRETY DURING CONTRACT NEGOTIATIONS.**

**GENERAL REQUIREMENTS (DETAIL FOR INFORMATIONAL PURPOSES ONLY)**

<b>General Conditions Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Subtotal</b>	<b>Burden</b>	<b>Total</b>
PROJECT MANAGER						
SUPERINTENDENT						
ADMINISTRATIVE ASSISTANT						
FOREMAN						
JOURNEYMAN OPERATORS						
<b>OTHER</b>						
TRAILER						
LAYOUT						
FENCING						
STAKING						
VEHICLES						
HOISTING						
TEMPORARY UTILITIES						
MISCELLANEOUS TOOLS						
MISCELLANEOUS EQUIP. & EXP.						
MESSENGER SERVICE						
POSTAGE						
PHOTOCOPIES						
JOB OFFICE SUPPLIES						
TELEPHONE						
TEMPORARY TOILETS						
TEMPORARY FIRE PROTECTION						
FIRST AID &						

SAFETY						
RUBBISH REMOVAL						
TEMPORARY FIELD OFFICE						
FINAL CLEANING						
MISCELLANEOUS GENERAL CONDITIONS						
<b>TOTAL</b>						

**CHANGES IN THE WORK DETAIL (FOR CHANGES IN THE WORK AFTER THE APPROVAL OF THE FIXED PRICE)**

ITEM	PERCENTAGE OF COST CHANGE
GENERAL CONDITIONS	
OVERHEAD & PROFIT	
INSURANCE	
OTHER	

Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions. Our percentage fee will be:

- \_\_\_\_\_ percent overhead and profit on the net cost of our own Work;
- \_\_\_\_\_ percent on the cost of work done by any Subcontractor.
- On work deleted from the Contract, our credit to Owner shall be net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

**CHANGES IN THE WORK DETAIL (FOR CHANGES IN THE WORK AFTER THE APPROVAL OF THE FIXED PRICE)**

ITEM	UNIT PRICE
FLAT WORK CONCRETE	
CAST IN PLACE CONCRETE	
MASONRY	
STEEL	
PEDESTRIAN PAVERS	

**BID CLARIFICATIONS (For Comparison Purposes Only)**

1. Confirm your bid includes the allowances noted in the Construction Documents. (Yes) or (No)
2. Does your bid include subcontractor bonds? If yes \_\_\_\_ % (Yes) or (No)
3. Does your bid include a job site copier? (Yes) or (No)
4. Do you anticipate internet access at the jobsite office? (Yes) or (No)
5. Does your bid include any sidewalk or street closure per cost or fees? If yes how much?  
\$\_\_\_\_\_ (Yes) or (No)
6. Does your bid include the cost of reproductions (drawings, photocopies, etc.) for all phases of the WORK? (Yes) or (No)
7. Have you included the cost for field offices, conference room, and material storage including utilities for temp offices? (Yes) or (No)
8. Does your bid include the providing, maintaining, and stocking for temporary toilet facilities? (Yes) or (No)

**CONTRACT TIME**

**EXHIBIT I – DETAILED SCOPE OF SERVICES  
REQUEST FOR PROPOSALS. 2019-00023 – STEP 2  
GENERAL CONTRACTORS AMPHITHEATRE**

**I. MINIMUM REQUIREMENTS**

The Minimum Requirements for this solicitation are listed below.

- a. Providers shall exhibit considerable relevant experience with this type of work, and should demonstrate experience, capability to meet a required schedule, and the professional ability of the personnel who will perform the work.
- b. Has the appropriate and adequate technical experience required?
- c. Has adequate financial means to meet obligations incidental to the work.
- d. Such other factors as appear to be pertinent to either the proposal or the contract.
- e. Relevant knowledge, experience and qualifications of firm and team members.
- f. Proposed methodology and work plan to be used in the process.
- g. Understanding of the project and overall completeness of submission.
- h. Experience on similar projects/References
- i. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- j. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- k. Has adequate financial means to meet obligations incidental to the work; and
- l. Such other factors as the City deem to be pertinent to either the bid or the contract.

**II. SCOPE OF WORK**

The project is the construction of a new 4,185 people amphitheater with stage, accessory buildings, and parking. The amphitheater is to be located Northeast of the existing Stockbridge City Hall at 4640 N. Henry Boulevard, Land Lot 61, 12<sup>th</sup> District, Stockbridge, GA 30281. The amphitheater is to be an integral part of the developing downtown district of Stockbridge. The total acreage anticipated to be disturbed by the project is 9.6. The project includes the following site elements: 50 new parking spaces, entry plaza, pre-function plaza, VIP structured-covered viewing boxes, terraced lawn seating, permanent sound booth covered-structure, outdoor stadium seating, elevated walkway, egress stairs & ramps, and

sidewalks. In addition, the project has five (5) buildings. These buildings are: a two-story 4,685sf stage pavilion with enclosed green room, a one-story 1,923sf Will Call Building, a one-story 1,962sf Main Restroom Building, and two (2) one-story 1,933sf Concessions Buildings.

#### Qualifications

- Provide five (5) examples of similar projects in size to the Stockbridge Amphitheater Project that the General Contractor has completed in the last seven (7) years. For each project provide size, cost, time to complete, total change orders, name of project manager, name of superintendent, and Owner reference.
- Provide a resume of key individuals that will be directly involved in the project on behalf of the General Contractor including their relevant experience and 2 references.
- Provide a list of major subcontractors the General Contractor intends to use for the following construction activities- concrete, masonry, steel, and HVAC.
- Has the General Contractor ever failed to complete work awarded? If so, please provide description and explanation?
- Has the General Contractor been a party to any judgments, claims, arbitration proceedings, or suits pending or outstanding? If so, please provide description and explanation?
- State the total value of all work now under contract.
- The General Contractor shall provide a letter of good standing from a surety that is treasury listed and have a minimum A-VII Rating listed in A.M. Best's Key Rating Guide, showing the history of the relationship, the largest bond, and the total bonding capacity.

#### References

- List at least five (5) Owner references with names and addresses of persons at each having the most knowledge of dealings with your organization:
- List at least two (2) Bank References with names and addresses of persons at each having the most knowledge of dealings with your organization:

## **BID BOND AND INSURANCE AND RISK MANAGEMENT PROVISIONS**

RFP No. 2019-00023 **GENERAL CONTRACTORS AMPHITHEATRE – Step 2.** – A copy of the Contractor’s current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

**Accordingly, the Respondent shall provide a certificate evidencing the following:**

- 1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000

Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

\*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations\*\*

**BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

**3. UMBRELLA LIABILITY**

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
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**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the

additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government  
Procurement Division  
4640 N. Henry Boulevard  
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

### **USE OF PREMISES**

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

### **PROTECTION OF PROPERTY**

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to

prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT II**  
**REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2019-00023 – STEP 2  
SOLICITATION TITLE: **GENERAL CONTRACTORS AMPHITHEATRE**

PROPOSING FIRM (List name exactly as provided in proposal):

\_\_\_\_\_

Date of Verification:

\_\_\_\_\_

Reference Organization:

\_\_\_\_\_

Project Verified (Include the Project Name / Title and a brief description of the Project):

\_\_\_\_\_

Person Contacted:

\_\_\_\_\_

Title of Contact:

\_\_\_\_\_

Telephone Number including extension:

\_\_\_\_\_

Email Address:

**Questions Yes No**

1. Were you satisfied with the Company/Organization's overall performance?
2. Did the firm adhere to the scope of work and bid requirement?
3. did the firm provide deliverables as agreed upon?
4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature Date

**EXHIBIT III**  
**REQUIRED CERTIFICATIONS/ATTACHMENTS**  
**REQUEST FOR PROPOSALS. 2019-00023 – STEP 2**  
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked ‘Original’, and five (5) copies on CD/Thumb Drive	<input type="checkbox"/>
2. Technical Proposal	<input type="checkbox"/>
3. Acknowledgement of each Addendum	<input type="checkbox"/>
4. Financial and Litigation Requirements	<input type="checkbox"/>
5. Reference Verification Form	<input type="checkbox"/>
<b>6. Required Certifications and Attachments</b> <input type="checkbox"/> Form 1: Non-Collusion Bidding Certificate <input type="checkbox"/> Form 2: Non-Collusion Affidavit of Sub-Contractor; <input type="checkbox"/> Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions; <input type="checkbox"/> Form 4: Ineligibility Certificate; <input type="checkbox"/> Form 5: Certification of a Drug-Free Workplace; <input type="checkbox"/> Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification; <input type="checkbox"/> Form 7: Affidavit Verifying Status for City Public Benefit Application <input type="checkbox"/> Form 8: Certification Regarding Lobbying; <input type="checkbox"/> Form 9: Bid Submittal Letter; <input type="checkbox"/> Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement; <input type="checkbox"/> Form 11: Georgia Security and Immigration Sub-Contractor Affidavit; <input type="checkbox"/> Form 12: Certificate of Acceptance of a Solicitation Requirements <input type="checkbox"/> Attachment 1: Addendum Acknowledgement Form	<input type="checkbox"/>

## **BONDING REQUIREMENTS**

**Bid Bond** - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

**Payment Bond** - the General Contractor Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

**Performance Bond** - General Contractor Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

**BID BOND**

**REQUEST FOR PROPOSAL NO. 2019-00023 STEP - 2  
GENERAL CONTRACTORS AMPHITHEATRE FOR THE CITY OF STOCKBRIDGE**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

\_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Stockbridge Government (City, in the penal sum of \_\_\_\_\_

Dollars and Cents (\$\_\_\_\_\_) good and lawful money of the United States of America, to be

Paid upon demand of the CITY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the CITY, for **REQUEST FOR PROPOSAL NO. 2019-00023, STEP – 2, GENERAL CONTRACTORS AMPHITHEATRE FOR THE CITY OF STOCKBRIDGE**, a RFP; WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the CITY, and

execute sufficient and satisfactory Performance and Payments Bonds payable to the CITY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said CITY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the CITY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages. In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney's fees to be fixed by the Court. Enclosed is a Bid Bond in the approved form, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the CITY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
(SEAL) BY \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who Signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that *[insert name of contractor'* (hereinafter called the "Principal") and *[insert name of surety'* (hereinafter called the "Surety"), are held and firmly bound unto Henry CITY, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as oblige, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as # **REQUEST FOR PROPOSAL No. 2019-00023** - General Contractor for the Amphitheatre for the City of Stockbridge, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Principal) (SEAL)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_ (hereinafter called the  
(Insert name of Contractor)  
(Insert name of Surety)

"Surety"), are held and firmly bound unto City of Stockbridge, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of \_\_\_\_\_ ~100% of Contract amount}, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated , which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **REQUEST FOR PROPOSAL NO. 2019-00023** - General Contractor for the Amphitheatre, as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price,"

as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq. and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

***Signatures on the next page***

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ (SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_ (SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**FORM 1**

**NON-COLLUSION BIDDING CERTIFICATE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 2**

**NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

State of \_\_\_\_\_ City of \_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the sub-contractor that has submitted the attached solicitation;

(2) He is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation;

(3) Such solicitation is genuine and is not a collusive or sham solicitation;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham solicitation in connection with the Contract for which the attached solicitation has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

**FORM 3**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, \_\_\_\_\_, certifies to the best of its knowledge and that it and its principals: \_\_\_\_\_ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**FORM 4**

**INELIGIBILITY CERTIFICATE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

\_\_\_\_\_, and it is also whose address is

\_\_\_\_\_, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 5**

**CERTIFICATION OF DRUG-FREE WORKPLACE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and it is also whose address is \_\_\_\_\_, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied in full; and
2. A drug-free workplace will be provided for the consultant’s employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor’s employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: “As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3”; and
4. It is certified that the undersigned 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.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 6**

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and, it is also, whose address is \_\_\_\_\_, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 7**

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

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

\_\_\_\_\_  
Name of Applicant

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. Code Section 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, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the \_\_\_\_ Day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. Section 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:

**FORM 8  
CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: \_\_\_\_\_

Name and Title of Contractor Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Firm or Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**FORM 9**

**BID SUBMITTAL LETTER**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, \_\_\_\_\_, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor’s Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Sworn to and subscribed before me the \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
Notary Public

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Date

**STATE OF GEORGIA**

**CITY OF STOCKBRIDGE**

**FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor 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<sup>1</sup> under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

City: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. <sup>2</sup>[Any of the electronic verification of work authorization programs 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].

**STATE OF GEORGIA  
CITY OF STOCKBRIDGE**

**FORM 11**

**GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Sub-Contractor 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<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program<sup>\*,4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Sub-Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Sub-Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

City: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4\*[Any of the electronic verification of work authorization programs 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].

**FORM 12**

**CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to # \_\_\_\_\_inclusive, including any addenda # \_\_\_\_\_to # \_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_ , attachment(s) #\_\_\_\_\_ to #\_\_\_\_\_ , and/or appendices #\_\_\_\_\_ to #\_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror’s right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City’s contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror’s proposal as non-responsive.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Date: \_\_\_\_\_

**(Affix Corporate Seal)**

**ATTACHMENT 1**

**ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**ADDENDA ACKNOWLEDGMENT:** The undersigned acknowledges the receipt of the following Addenda:

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTACHMENT 2  
REQUEST FOR PROPOSALS. NO. 2019-00023 – STEP 2  
GENERAL CONTRACTORS AMPHITHEATRE**

**GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**SEALED RFP LABEL**  
**PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE**

**SEALED RFP ENCLOSED**

DELIVER TO:

City of Stockbridge Purchasing Division  
Attn: Purchasing Manager  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

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**REQUEST FOR PROPOSALS. 2019-00023 – STEP 2**  
**DATE: September 5, 2019**

**RFP MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION:**

**GENERAL CONTRACTORS AMPHITHEATRE**