

City of Darien Lift Station Project

REQUEST FOR PROPOSAL NO. 2021 LS

PROPOSAL DUE Tuesday, July 6, 2021 at 2:00 pm

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City of Darien
106 Washington St.
Darien, GA 31305

PROJECT NAME: Lift Station Project

RFP NO.: 2021 LS

NON-MANDATORY PRE-PROPOSAL CONFERENCE: June 29, 2021, at 2:00 P.M.

PROPOSAL OPENING: Tuesday, July 6, 2021 at 2:00 pm

PURPOSE

City of Darien (hereinafter "Owner") is soliciting sealed competitive proposals for several certified and qualified General Contractors to furnish all labor, equipment, materials, and other appurtenances as specified to upgrade lift stations throughout the city.

Competitive sealed proposals will be received at the Darien City Hall, 106 Washington St., Darien, GA 31305 until, but **no later than** 2:00 pm on Tuesday, July 6, 2021 at which time the sealed proposals will be publicly opened, and vendor's names only will be read aloud.

One (1) original and two (2) copies of required proposal documents must be submitted in a sealed envelope marked " City of Darien Lift Station Project, RFP #2021 LS".

Proposals may be withdrawn by written request only if the request is received prior to the time and date set for the opening proposals. Negligence on the part of the proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after proposal has been opened. No proposal may be withdrawn for a period of sixty (60) days after the time and date of opening of proposals.

The Owner reserves the exclusive right to determine which Proposer should be awarded the Contract. The Owner also reserves the right to waive any irregularity or informality in a proposal and accept or reject any item or combination of items, when to do so would benefit the Owner. Also, the Owner may reject proposals that do not contain all elements and information requested. The Owner will not be liable for any cost/losses incurred by proposers throughout this process. The Owner does not discriminate based on race, religion, color, sex, national origin, age, or disability.

To the extent permitted by Georgia Law, the Proposer will indemnify, defend, and hold harmless the Owner from and against any and all claims, damages, losses, and expenses including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Proposer or anyone for whom the Proposer is responsible.

A non-mandatory Pre-Proposal Conference will take place at the Darien City Hall located at 106 Washington St., Darien, GA 31305 at 2:00 P.M. on June 29, 2021.

SCOPE

This project consists of upgrading 13 lift stations to meet the current design standard of control. Some components of the existing equipment and controls are to be brand/model specific. The intention is to have the same controls with the same SOO in operation throughout all the lift stations to allow for the global features to be used. These features include but are not limited to energy savings, global control, customizable mass reporting of alarms via IP, station hold back (global/regional/local) custom dashboard graphics residing in the existing front-end manager (DM), etc.

SPECIFICATIONS

1. Workmanship and Inspection

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The Owner may, in writing, require the Contractor to remove any employee from work that they deem incompetent or careless. Further, the Owner may, from time to time, make inspections of the work performed under this contract. Any inspection by the Owner does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

2. Cleaning Up

The Contractor(s) shall at all times keep the adjacent areas of the work area free from rubbish and the accumulation of any waste materials.

3. Safety

All contractors and subcontractors performing services for the Owner are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County 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.

4. Incidental and Consequential Damages

No proposer may require contractual language limiting or eliminating liability for incidental and consequential damages.

CONTRACT TERMS AND CONDITIONS

The Contract with the successful proposer will contain the following contract terms and conditions:

1. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Owner. Any change to the contract must be submitted in writing and approved by the Owner.

2. Contract Quantities

The quantities specified in this contract are estimated only. They do not indicate the actual quantity which may be ordered, since such volume will depend upon requirements which develop

during the contract period. Quantities shown shall not be construed to represent any amount which the Owner shall be obligated to purchase under the contract or relieve the Contractor of his obligation to fill all orders placed by the Owner. NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT THE OWNER SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.

3. **Schedule**

Proposers shall provide, with their proposal, a proposed schedule for the project. Failure to include the schedule may be ample cause for rejection of proposal as non-responsive. The actual timing for this project shall be coordinated with the Owner.

4. **Delays**

If a delay is foreseen, the Contractor shall give ample notice to the Owner. The Owner has the right to extend completion date if reasons appear, in the sole discretion of the Owner, to be valid. Contractor must keep the Owner advised at all times of status of order. Default in promised completion (without accepted reasons) or failure to meet specifications, authorizes the Owner to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

5. **License Requirement**

All General Contractors doing business in Darien, Georgia are required to hold a current valid business license within the municipality where the home office is located and **must be a certified contractor with the State of Georgia.**

6. **Insurance**

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Owner by the Contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. The Contractor shall not perform any work unless he has obtained and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Title 34 Chapter 9 of the Official Code of Georgia.

A. Liability

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a

nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. The contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In as much possible, the contractor shall be responsible for damages they may cause, unforeseen damages are responsibility.

C. Bonds

All contractors must submit with proposal, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total proposal. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) PERFORMANCE bond and a one hundred percent (100%) PAYMENT bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond, and performance bond must have an A.M. Best rating of A-5 or higher.**

D. Comprehensive General Liability

The successful Proposer shall always exercise proper precaution for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of A+ or better with the following minimums:

***The limits of insurance are as follows:**

- a) General liability insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per occurrence) and One Million (1,000,000) Dollars aggregate;

b) Automobile liability insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per occurrence for bodily injury or property damage); and

c) Statutory Workers' Compensation Insurance as will protect potential proposer or offeror from Workers' Compensation Acts.

Employers Liability

Bodily Injury Accident - \$100,000 Each Accident

Bodily Injury by Disease - \$500,000 Policy Limit

Bodily Injury by Disease - \$100,000 Each Employee

7. Exemption from Taxes

The Contractor shall not charge the Owner directly for any sales or excise tax. The Owner is exempt from State Sales Tax. Tax Exemption Certificates indicating the Owner's tax-exempt status will be furnished by the Owner on request. The Contractor shall be responsible for any payment of any sales, use, or excise tax. This exemption does not include materials purchased and used by a contractor for a construction project.

8. Method of Payment

Contractors shall provide their federal employer identification number on a standard W-9 form within 15 days after award in order not to delay payment. Contractor shall submit request for payment directly to the Owner for payment issuance.

Invoices shall be submitted to:

Owner: City of Darien
Attn: Priscilla Taylor
Address: 106 Washington St.
Darien, GA 31305
Email: priscilla.taylor@cityofdarienga.com

Upon inspection and acceptance of the work, the Owner will render payment, less any retainage if applicable, within thirty (30) days.

9. Termination

Subject to the provisions below, the Contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the Owner until said work or services are completed and accepted.

- A. Termination for Convenience -- The Owner may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
- B. Termination for Cause -- In the event of Termination for Cause, the thirty (30) days advance notice is waived, and the Contractor shall not be entitled to termination costs.

10. Severability

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

11. Applicable Laws

This contract shall be governed in all respects by the laws of the State of Georgia.

INSTRUCTIONS TO PROPOSERS

1. One (1) original and two (2) copies of required proposal documents must be submitted in sealed envelope marked with the Request for Proposal number, due date, and the proposer's name and address on sealed submission package, as well as outside of shipping packaging.

U.S. Postal Service:

City of Darien
106 Washington St.
Darien, GA 31305

FEDEX/UPS Deliveries:

City of Darien
106 Washington St.
Darien, GA 31305

Proposals will be accepted at the above address until the time and date specified above, and immediately after will be publicly opened and vendor names only will be read aloud.

Proposals received after the required time or in any other location other than the Darien City Hall will not be accepted. The Owner will not be held liable for misdirected deliveries nor deliveries that are late due to shipping carrier. Faxed or email submissions will not be accepted.

All proposals submitted in response to this invitation shall become the property of the Owner and will be a matter of public record available for review after award.

Proposal Package Checklist:

- Executed RFP
- References
- E-Verify Affidavit Contractor
- List of Subcontractors Form
- E-Verify Affidavit Sub-Contractor
- Statement of Proposer's Qualifications
- Proposal Sheet
- Proposal Form
- Bid Bond
- Non-Collusion Affidavit
- Certificate of Insurances
- Professional Certifications

2. Inquiries

Questions and inquiries will be accepted from proposers. The Owner is the sole point of contact for this solicitation unless otherwise instructed herein. Questions regarding this construction project may be directed in writing to the City Manager, Richard Braun, at City of Darien, 106 Washington Street, Darien, GA 31305 by 5 p.m. on Tuesday, June 22, 2021. No phone calls, please. Unauthorized contact with other Owner staff regarding the RFP may result in the disqualification of the proposer. Inquiries pertaining to Requests for Proposals must give RFP number and title. Material questions will be answered in writing, typically via email and will be posted to the Owner's website as an addendum. It is the sole responsibility of the proposer to check the website www.cityofdarienga.com regularly up to, and including, the date the proposals are due.

3. Inspection of Site

A mandatory on-site inspection is required for this project.

4. Completion

Proposal must show number of days required to complete each project under normal conditions. Failure to state completion time obligates proposer to complete the project according to the Owner's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from vendor list.

5. Firm Pricing for the Owner Acceptance

Proposal price must be firm for the Owner acceptance for 90 days from proposal opening date.

6. Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of proposer. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided.

7. References

All proposers shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, telephone number, email address, address where work completed and days to complete. Failure to include references may be ample cause for rejection of proposal as non-responsive.

8. Basis for Award

The contract will be awarded to the responsible, responsive proposer(s) whose submission, conforming to the solicitation, will be most advantageous to the Owner – price and other factors considered. Unless otherwise specified in this RFP, the Owner reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the Owner when applicable. Any proposer who is in default to the Owner at the time of submittal of the proposal shall have that proposal rejected. The Owner reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by the Owner, shall be deemed non-responsive and the offer rejected. In evaluating proposals, the Owner shall consider the qualifications of the proposers, timeframe, cost, references and guarantees of materials and equipment.

9. **Negotiation with the Responsible Proposer**

Unless all proposals are canceled or rejected, the Owner reserves the right to negotiate with the lowest responsive, responsible proposer to obtain a contract price within the funds available whenever such proposal exceeds the available funds. Negotiations with the low proposer may include both modifications of the proposal price and the specifications/scope of work to be performed.

10. **Notice of Award**

A notice of award will be issued once the project is awarded by the Owner at an open meeting.

SOLICITATION SCHEDULE

Pre-Proposal Conference	June 29, 2021
Deadline for Questions	Tuesday, June 22, 2021
Proposal Due Date	Tuesday, July 6, 2021
Public Proposal Opening	Tuesday, July 6, 2021
Owner Approval	Friday, July 9, 2021

Person to contact regarding this proposal: _____

Title: _____

Phone: _____

Fax: _____

Email Address: _____

Name of person authorized to bind the Firm: _____

Signature: _____

Date: _____

Name of Company: _____

Address: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN PROPOSAL BEING DEEMED NON-RESPONSIVE.

REFERENCES

The Owner requests a minimum of three, (3) references where work of a similar size and scope has been completed.

References

Proposers shall provide references on this form.

1. Firm Name _____
Brief Description of Project _____
Completion Date _____

Contact _____ Phone _____
Title _____ E-mail _____

2. Firm Name _____
Brief Description of Project _____

Completion Date _____
Contact _____ Phone _____
Title _____ E-mail _____

3. Firm Name _____
Brief Description of Project _____

Completion Date _____
Contact _____ Phone _____
Title _____ E-mail _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR PROPOSAL PACKET)

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 on behalf of the City of Darien has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (E-verify Number)

Date of Authorization

Name of Contractor

Address of Contractor

City, State and Zip Code

Name of Project

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

Executed on _____, _____, 20__ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent (Contractor)

Title of Authorized Officer or Agent (Contractor)

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

LIST OF SUBCONTRACTORS FORM

(FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN PROPOSAL BEING DEEMED NON-RESPONSIVE.)

I do _____, do not _____ propose to subcontract some of the work on this project. I propose to Sub-contract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of the City of Darien has registered with and is participating in a federal work authorization program* [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], 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 or Agent Signature
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

STATEMENT OF PROPOSER’S QUALIFICATIONS

(TO BE SUBSCRIBED AND SWORN TO BEFORE A NOTARY PUBLIC)

The proposer submits the following statement of proposer’s qualification for consideration by the Owner.

Legal Name of Proposer/Firm: _____

Street Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

When Organized: _____

Where Incorporated: _____

Number of years engaged in the contracting business under the present firm name: _____

Plan of Organization: ___Proprietorship ___Corporation ___Partnership

The proposer has never refused to sign a contract at the original proposal. T F

The proposer has never been declared default on a contract. T F

The proposer has never been debarred by the Federal Government T F

Remarks: _____

The foregoing statement of qualifications is submitted under oath.

Under oath, I certify that I am a principal or other representative of the firm of

_____ and I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibility for the foregoing subject matter and as such, I am personally knowledgeable of all its pertinent matters. The foregoing statements of facts in the foregoing proposal are true.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, labor supplies or equipment

and is in all respects, fair and without collusion or fraud. We understand collusive bidding is violation of state and federal law and can result in fines, prison sentences and civil damage awards. We agree to abide by all conditions of this proposal.

The full name and addresses of persons and firms interested in the foregoing proposal as principals are as follows:

Date: _____

Legal Name of Firm: _____

By (Signature): _____

Printed Name: _____

Title: _____

Sworn to and subscribed before this _____ day of _____ 20_____.

Notary Public

My commission expires: _____

PROPOSAL SHEET

FROM: _____

Project: Lift Station Upgrades	
Quantity: 13 Lift Stations	Locations: Refer to EXHIBIT A

Component Specifics (requires 1 complete spare of each of the following):	
1.	RDM branded PRORDM CDTDB controller - Provides all functionality for each station. (5-year warranty)
2.	RV50 4G/LTE AT&T branded modem to include a static IP. (5-year warranty)
3.	Control Techniques Commander Series Variable Frequency Drives. (5-year warranty)
4.	Vega Radar based depth measuring equipment. (5-year warranty)
5.	RDM branded PRO650CD TDB controller in each station to provide standalone operation.

Additional Equipment:	
1.	Battery backup to provide up to 24 hours data management. Recording of site specifics and remote alarming.
2.	Surge suppression for all control components.
3.	Phase protection for the entire panel.
4.	Visual strobe indicator for alarming of local area.
5.	2 floats per station for backup to radar control.

Line-Item options:	
1.	Replacing existing wooden panel supports with a 3" galvanized pipe type structure for supporting all equipment.

Requirements:	
1.	Panel enclosure will be of stainless steel.
2.	Provide all programming required to complete customer specific SOO.
3.	History of all points to be recorded at 1-minute intervals over a minimum of 3 years.
4.	Using RDM specific algorithms to provide index feedback for predicting upcoming equipment failures.

5.	No firmware updates shall be required on a scheduled basis to allow continuous operation.
6.	Editing of SOO programming must be allowed locally and/or remotely.
7.	Health index of each VFD is to be available remotely.
8.	“Remote” technical support of all controls equipment will be provided at no cost to City of Darien for a period of 6 months from date of final acceptance.
9.	Custom graphics are to be provided by the end of the contract period. Template examples will be made available to the successful bidder.
10.	Operation of each station will not depend on available remote communications to maintain proper operation.
11.	A single up to 6-hour on-site training to all related City employees for proper maintenance and repair of entire system.
12.	All closeout documentation of installed equipment and components will be presented in PDF booklet form prior to final acceptance.
13.	The front-end manager will have the ability to backup and restore all site databases automatically after a failed component has been replaced. This is to be done automatically or can also be completed manually.
14.	A copy of all programming files, software and documentation will be provided to the City of Darien on one thumb drive at time of completion.
15.	3G service for all sites will be the responsibility of the contractor until transferred to City of Darien after 30 days of project completion.
16.	Provide one spare of each noted item to be stored by the City of Darien.

TOTAL \$ _____

Note:

*Georgia Department of Transportation Standard Specification will apply unless otherwise specified
The Contractor shall write "no bids" in all appropriate spaces.*

EXHIBIT A

PROPOSAL FORM

DATE: _____

TO: City of Darien
106 Washington St.
Darien, GA 31305

Having carefully examined the Proposal Documents entitled RFP # 2021 LS and Addendum(s) No. (s) _____ as well as the premises and conditions affecting the work, we propose to furnish all services, labor, equipment, and materials called for them for the entire work, in accordance with aforesaid documents.

City of Darien Lift Station Project-

Total Cost \$ _____ Days to Complete _____

Warranty _____

We agree that this proposal may not be revoked or withdrawn for a period of sixty (60) days following such time. In the case we are notified in writing, by mail, or email of acceptance of this proposal within sixty (60) days after the time set for the opening of proposals, we agree to begin work for the above stated project within ten (10) days of receipt of the Notice to Proceed.

The undersigned agrees to commence actual physical work on the site within ten (10) days of the notice to proceed to the undersigned.

Legal Name of Firm: _____

By (Signature): _____

Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
_____ DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

A _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Darien
(Name of Obligee)

106 Washington St., Darien, GA 31305
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of 5% of (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Obligee, a proposal for furnishing materials, labor, and equipment for: City of Darien Lift Station Project WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Proposer's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Obligee and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Obligee, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Obligee and 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 Obligee, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, 20__ .

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By:

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____

(Attorney-in-Fact)

Resident Agent

(Address)

(SEAL)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

NON-COLLUSION AFFIDAVIT

CITY OF: _____

STATE OF: _____

Before me, the Undersigned Proposer being duly sworn on oath, a Notary Public, for and in the City and State aforesaid, personally appeared _____ and made oath that the Contractor herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein. He or she further states that no person or person, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

Oath and Affirmation

I hereby affirm under the penalties for perjury that the facts and information contained in the foregoing proposal for public works are true and correct.

Dated this _____ day of _____, 20_____

Authorized Signature for Contractor: _____

Title: _____

Contractor's name (print): _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

Notary Public Signature _____

Printed Name: _____

Phone Number: _____

Address: _____

(Note: Notary seal required for foreign Contractor.)