**DISCLAIMER**

**This document is provided for general informational purposes, may not apply to your city’s specific situation and should not be considered a comprehensive RFP. It should be used for comparative purposes only. The RFP should be tailored to reflect the actual context of your city. You should consult with your city attorney before taking any action based on this document.**



**Request for Qualifications for Operation,**

**Maintenance and Management of Wastewater Pre-Treatment Facility**

**RFQP 18-004**

**City of Commerce**

P.O. Box 348

27 Sycamore Street

Commerce, GA 30529

Phone: (706) 336-3292

Fax: (706) 336-3292

Email: petep@commercega.org

SUBJECT: Request for Qualifications

# You are invited to submit qualifications to the City of Commerce, Georgia Request for Qualifications for Operation, Maintenance and Management of a Wastewater Pretreatment Facility

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Qualifications (RFQP) shall not be changed or superseded except by written addendum from The City of Commerce Purchasing Department. Failure to comply with the written requirements for this RFQP may result in disqualification of the submittal by The City of Commerce.

The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the City.

**CITY OF COMMERCE, GEORGIA**

**REQUEST FOR QUALIFICATION**

# FOR THE

**Operation, Maintenance and Management of Water Treatment Facility**

**RFQP OVERVIEW**

## 1.0 PURPOSE

The purpose of this partnership is to operate, maintain and manage the City's wastewater pretreatment facility cost effectively and efficiently. The objective is to operate in compliance, provide sound maintenance, consider innovations to lower the capital and operating costs of any and all aspects of operations and continue local purchases of supplies, consumables and services, wherever practical.

## 1.1 INFORMATION TO VENDORS

RFQP TIMETABLE

The anticipated schedule for the RFQP is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| RFQP Available |  |  | February 23, 2018 |
| Pre-Bid Conference |  |  | March 9, 2018 at 1:30pm local time prevailing |
| Deadline for questions |  |  | March 19, 2018 |
| Submittal deadline |  |  | March 26, 2018 at 1:30pm local time prevailing. |
| 1.2 RFQP SUBMISSION: |  |  |  |

All copies (See section 1.15) of the complete signed submittal must be received **by the deadline listed in section 1.1**. Qualifications must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFQP 18-004 and title.

### **City of Commerce** P.O. Box 348

27 Sycamore Street

Commerce, GA 30529

Att: City Manager

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 4:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact **Tommy Heffernan at 706-336-3297 or tommyh@commercega.org** to clarify any part of the RFQP requirements. All questions that arise must be submitted prior to five business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFQP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other City Employee to discuss the qualifications process or qualifications opportunities. Contact of this nature will result in immediate disqualification of the vendor.

## 1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFQP or in any addendum to this RFQP. Where there appears to be a conflict between the RFQP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at [www.commercega.org](http://www.commercega.org/) under the “Doing Business” tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFQP information can also be requested as stated above (1.3).

***Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Qualifications which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner’s requirements***

## 1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a submittal not properly addressed and identified, and/or delivered to the proper designation.

## 1.6 REJECTION

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

***Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.***

## 1. 7 MINIMUM RFQP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn without written permission from the City of Commerce and shall remain valid for a period of 90 days from the date specified for receipt of submittals. Requests for withdrawal must be submitted in writing.

### 1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFQP, the vendor represents and warrants that such qualifications is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham qualifications, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting qualifications, the vendor represents and warrants that no official or employee of The City of Commerce has, in any manner, an interest, directly or indirectly in the qualifications or in the contract which may be made under it, or in any expected profits to arise there from.

### 1.9 COST INCURRED BY VENDORS

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

### 1.10 RFQP OPENING

RFQP submittal prices will be opened publicly on the due date & time (see section 1.1) at The Commerce Civic Center 110 State Street, GA 30529 in the Cold Sassy Room and reviewed by a selected committee thereafter. A list of names of firms responding to the RFQP may be requested from The City of Commerce, after the RFQP due date and time stated herein.

### 1.11 TERMINATION

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

### 1.12 ANTI-DISCRIMINATION

By submitting a response to this RFQP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over $10,000 the provisions in 1.12.1 and 1.12.2. below apply:

1.12.1 During the performance of this contract, the contractor agrees as follows:

1.12.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.12.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1.12.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.12.2 The contractor will include the provisions of 1.12. in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

### 1.13 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFQP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFQP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

* The form must be signed by an authorized officer of the contractor or their authorized agent.
* The form must be notarized.
* The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and subsubcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

* 1. ACCEPTANCE

Submission of any qualifications indicates acceptance of the conditions contained in the RFQP unless clearly and specifically noted otherwise.

* 1. SUBMISSION REQUIREMENTS

To facilitate evaluation of submittals please submit the following:

* One (1) fully executable (signatures included) electronic copy of the response in PDF format.
* Three (3) paper versions of the RFQP. The original shall be clearly marked “original”.

* 1. GENERAL BACKGROUND AND OBJECTIVES
  2. The City of Commerce, GA is requesting Request for Qualifications with Pricing (RFQP) from respondents capable of entering into a public-private “partnership” agreement to provide operation, maintenance and management services for the City’s new municipal pretreatment facility which will receive and treat industrial wastewater from Diana Food and discharge treated waste into the public works of the City of Commerce.
  3. The City and the successful respondent shall enter into a mutually binding operation, maintenance and management agreement addressing the topics contained in this document. This agreement shall not constitute a legal partnership.
  4. The City reserves the right to expand the scope of services to include additional responsibilities. It is understood that the information contained in the RFQP and the experience, guarantees and innovative approaches demonstrated therein shall be the general basis for selection of a respondent to provide these professional services.
  5. The City expects to select the highest scoring respondent based on a structured point scoring evaluation. The scoring evaluation shall consider each respondent's ability to perform the required services, experience and technical expertise, ability to make financial and technical guarantees, corporate resources and depth, and innovative approaches. The City will immediately begin negotiations with the selected highest scoring respondent. Should the negotiations fail to result in an executed agreement, the City may elect to terminate negotiations with the first-ranked respondent and begin negotiations with the second-ranked respondent, and so on, or cancel the process.

### 3.0 EQUIPMENT OWNED BY THE CITY

3.1 All land, buildings, improvements and permanent equipment and any part of the new facility which may be added by the construction projects, shall remain or become the property of the City. Should the respondent fund any facility improvement at the request and with the approval of the City, such facilities shall become the City's after the completion of a repayment schedule. All facilities shall be made available to the respondent for its use in providing the services under the partnership agreement.

3.2 Expendable supplies and spare parts which are on hand on the date of the initiation of the partnership shall be inventoried. The respondent shall assume responsibility for such inventory and at the end of the partnership period, the inventories shall be returned to the City at a value equal to the beginning value, less normal wear and tear.

3.3 The respondent shall maintain all land, buildings, improvements, vehicles and permanent equipment that are within the scope of the partnership agreement. Equipment and vehicle maintenance shall be performed by the respondent in accordance with manufacturer's recommendations or good industry practices and the respondent will be required to provide proof thereof to the satisfaction of the City.

### 4.0 SUBMITTAL FORMAT AND CONTENT

4.1 The RFQPs must contain at least the following:

4.1.1 Transmittal Letter

4.1.2 Required Standards

4.1.3 Company Information and Experience

4.1.4 Operations and Maintenance Plan

4.1.5 Project Delivery Personnel Experience and Transition Plan

4.1.6 Draft OM&M Agreement

4.1.7 Pricing in a separate sealed envelope

4.2 After selection of the highest scoring respondent, the scope of work shall be clarified, any changes shall be negotiated along with the Agreement, beginning with the draft agreement submitted in the RFQP. Do not submit any price/fee qualifications information with RFQP. Pricing should be submitted in a separate sealed envelope within the submittal package.

4.3 Following are further discussions relative to the content of each of the suggested chapters of the RFQP.

4.4 Transmittal Letter: Convey at a minimum, a commitment by respondent, if selected, to enter into good faith negotiations. Letter must be signed by an officer of the respondent firm.

4.5 Required Standards: This section establishes standards of experience and financial stability that the City requires for a respondent to be considered qualified. The City, in its sole discretion, will decide if a respondent meets the standards. Please note respondent is the entity responding to this solicitation and not the parent company, joint venture partners or other corporate affiliates. Scoring of the qualified respondents will be as described in Section 5.0.

4.6 Respondent must:

4.6.1 Have been in business of providing full services public-private partnership agreements for operation, maintenance and management of wastewater treatment facilities for at least seven (7) years. Full service public-private partnership contracts for operation, maintenance and management means, at a minimum, providing all labor and management, paying all operation and maintenance expenses, guaranteeing a maximum cost and guaranteeing performance including regulatory agency compliance. Full service contract operation, maintenance and management (OM&M) does not include consulting contracts or contracts for the management of a portion of a treatment facility (i.e. maintenance, sludge removal or sludge dewatering), or providing operations consulting within a consulting engineering practice.

4.6.2 Operate at least five (5) wastewater treatment facilities of at least 3 MGD design capacity. All facilities shall be located in the United States and shall be under U.S. EPA and appropriate state environmental regulatory agency jurisdiction. Preference will be given to systems that are located in GA and are of similar size and complexity as the City’s.

4.6.3 Furnish liability and property damage insurance of not less than $5,000,000 combined single limits for bodily and/or property damage. Proof of coverage must be provided.

4.6.4 Describe in-house full-time technical, safety and engineering resources located within a three (3) hour drive of the City’s facility.

4.7 Company Information and Experience: Each respondent must respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification.

4.7.1 Provide the full name, tax identification number and corporate office address of the responding entity (hereinafter referred to as the

"respondent") which would ultimately enter into a contract with the City, if

selected. Note: Respondent information is to be submitted for the respondent and not parent company, joint venture partners or other corporate affiliates.

4.7.2 Identify when the respondent was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under that name. Identify any changes in corporate name or identity since originally organized.

4.7.3 Provide a listing of all water and wastewater treatment facilities operated and maintained by respondent in the southeast US (Georgia, Alabama, Tennessee, Florida, South Carolina, North Carolina, and Mississippi). Also list the annual contract amount, start/completion date, client contact, contract term, capacity of systems, and contract operations services performed.

4.7.4 Provide a description of and tenure at contract operations projects that the respondent is currently operating and maintaining in Georgia.

4.7.5 Describe the respondent’s organizational philosophy and approach to providing contract operations services.

4.7.6 Provide the location and summarize the experience of the respondent’s corporate and technical resources that support your on-site staff at your current projects to address operational, regulatory issues, and evaluate recommended capital improvements.

4.7.7 Identification of the firms that the respondent intends to subcontract or otherwise use to perform work on this project.

4.7.8 Describe the insurance policies carried by the respondent (General Liability, Automobile Liability, Pollution Liability, etc.).

4.7.9 Within the last ten (10) years, describe and list the respondent’s (including subsidiaries, divisions, predecessor corporate entities, etc.) past and pending legal actions/judgments, litigation and/or disputes with municipalities, county and state governments, and federal

agencies/authorities related to water and wastewater services performed by the respondent.

4.7.10 Has the respondent ever been terminated, fired, replaced or removed from a contract operations project within the past ten (10) years? If so, name the client(s) and describe the circumstances.

4.7.11 Provide statement explaining proposing company’s policy for encouraging MBE/WBE/Local Business participation as subcontractors to the proposing company, and provide statements explaining strategy for minority/women hiring and retention.

4.8 Operations and Maintenance Plan: The Operations and Maintenance Plan should address the following topics:

4.8.1 Provide a listing of the specific individuals assigned to the Management Team and to Technical Support that the respondent will assign to this partnership during the transition and operation, and provide the background and experience of those individuals. All respondents MUST identify the full-time Project Manager that they are proposing

4.8.2 Describe your approach for performing preventive maintenance on the City’s facilities. Identify which tasks are self-performed and which tasks you will use subcontractors.

4.8.3 Describe your approach for performing equipment and pipe conditions assessments and capital forecasting on the City’s facilities. Identify which tasks are self-performed and which tasks you will use subcontractors.

4.8.4 Describe your approach and other responsibilities that indicate how the respondent will perform operation, maintenance and management services on the City’s facility.

4.8.5 Describe any enhancements the respondent will make in operations and maintenance of the City's facility.

4.8.6 Describe the respondent’s approach to quality control, quality assurance, health and safety.

4.9 Project Delivery Personnel Experience and Transition Plan: This section should address the experience of the respondent’s personnel and transition plan.

4.9.1 Provide an organizational chart illustrating how the project will be managed.

4.9.2 Summarize the experience and respective roles of the management team that will support on-site staff throughout the project.

4.9.3 Describe the respondent’s plan for transitioning the City’s personnel and facilities.

4.9.4 Provide detailed resumes on the corporate and technical resources that will directly support on-site staff throughout the project.

4.10 Draft OM&M Contract: Include a draft OM&M agreement for the City to review.

4.10.1 The City is requesting a draft OM&M agreement as a part of the RFQP. Listed below is a summary of some of the general provisions the City will expect to see in any final OM&M agreement:

4.10.1.1 Provision of liability for the payment of fines and/or civil penalties levied against the respondent and/or the City by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the respondent's negligence during the period of the partnership.

4.10.1.2 Provisions for compliance with all applicable law and regulations regarding the operation, maintenance and management of the facility and reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.

4.10.1.3 Provision of indemnification and hold harmless of the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the respondent's negligence during the period of the partnership.

4.10.1.4 Provision of comprehensive liability insurance policies including the City as an additional insured for bodily injury and/or property damage in an amount of not less than five million dollars ($5,000,000); a certificate of such insurance shall be submitted to the City upon signing of the agreement.

4.10.1.5 Provision of a fixed dollar value for Repair and

Replacement such that the respondent's obligations will be explicit as to maintenance of the City's equipment and facilities. Such Repair and Replacement limit will not include respondent's normal on-site labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.

4.10.1.6 Provision the respondent shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City and assist the City in enforcing existing equipment warranties and guarantees.

4.10.1.7 Provision that the respondent shall operate all facilities such that odor and noise shall be effectively controlled and that no avoidable disruption of adjacent neighborhoods shall result.

4.10.1.8 Provision that the respondent shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program must be implemented and all portions of that program shall be adhered to.

4.10.1.9 Provision that the respondent shall provide the City with full documentation that maintenance is being performed on all City owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of maintenance and a spare parts inventory.

4.10.1.10 Provision that within the first ninety (90) days, the respondent shall provide the City with a listing of any recommended capital improvements the respondent believes will be required for any of the facilities covered under the partnership. The respondent will not be relieved of his responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented.

4.10.1.11 Provision for the respondent to provide computerized maintenance management systems, process control and laboratory management systems.

4.10.1.12 Provision for the term of the agreement between the City and the respondent is for five (5) years with a five (5) option period and the mechanism(s) or alternatives to the annual price adjustments to be described by the respondent.

4.10.1.13 Provision for the City and respondent to negotiate an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by any governmental agency having jurisdiction over such changes. The adjustment approach alternatives shall be described by the respondent.

4.10.1.14 Provision that allows “termination for convenience” by the City.

4.10.1.15 Provision that the respondent shall be responsible for sludge management and disposal. Methods and costs of sludge management and disposal shall be approved by the City and the City shall pay for such costs.

4.10.1.16 Provision that the respondent shall be responsible for regulatory compliance as long as the raw water meets the quantity/quality parameters identified in the agreement. Respondent's performance in this regard shall be excused for uncontrollable circumstances.

4.10.1.17 Provision to complete an annual conditions assessment of all rotating equipment. This assessment should include vibration, infrared, and alignment analysis. Provision to provide a risk management plan and/or process safety management plan for the facilities as required by State and Federal Regulations. Provision to provide a risk management plan for the facilities and update annually.

4.10.1.18 Provision to provide a health benefit program to all employees comparable to that the City provides it employees.

### 5.0 SCORING OF SUBMITTALS

5.1 The evaluation of the RFQP and of the respondents presenting them will be carried out by an Evaluation Committee (“Committee”) created for this purpose. The Committee will make its decision based on information gathered during the procurement process and evaluation criteria outlined in this section. Failure to provide relevant, required and/or requested information will result in penalties being assessed on the evaluation score. Respondents will be evaluated as follows:

5.1.1 Committee members will individually evaluate each RFQP on the points system identified in Table 1.

5.1.2 The Committee will meet to discuss the RFQP's and evaluate scores. Consensus will be reached with the Committee agreeing to scores representative of the Committee's overall evaluations. If consensus cannot be reached, the scores will be averaged and these scores will represent the Committee's overall evaluation to that point.

5.1.3 Respondents may be further evaluated based on an oral interview with the Committee members. The purpose of this interview would be to clarify the qualifications of the respondents and allow the Committee to verify its evaluation.

5.1.4 The respondents will be notified of the ranking after recommendation for selection has been made to the Mayor and City Council.

5.1.5 The RFQP evaluation matrix outlined in Table 1 will be used to address the following criteria:

**Table 1**

#### EVALUATION MATRIX - - STATEMENT OF QUALIFICATIONS

Maximum Points

##### Criteria Points Scored

Maximum Points Criteria Points Scored

1. Respondent Profile 10
   * General capabilities
   * Proof of insurance
   * Years in business
   * Commitment to public-private partnership for operation, maintenance and management
   * Management experience and depth
   * Operations and specialist support services
2. Respondent Experience 30
   * Number and size of projects in reasonable proximity of City
   * Number of projects of similar size and complexity
   * Customer references
   * Years of experience
   * Corporate depth and resources
   * Proximity of Corporate Resources to Commerce
3. Operating Plan 25
   * Technical understanding
   * Transition plan
   * Transition experience
   * Operating, maintenance and management approach
   * Clarity of presentation of services to be provided
4. Personnel Assigned to this Project 25
   * Home office management involved and role throughout project
   * Staffing plan
   * Organization chart, reporting, etc.
   * Staff qualifications and experience
5. Draft OM&M Agreement 10
   * Meets all general provisions, Draft OM&M Agreement
   * Fair and equitable price adjustment formula

TOTAL 100 \_\_\_\_\_\_\_

5.1.6 In addition to the data and documentation being submitted by the respondent in response to this RFQP, the City reserves the right to make an on-site inspection and evaluation of any facility at which operation, maintenance and management services are currently being performed by the respondent. If the City chooses to exercise this right, the respondent shall provide a representative to accompany the City or its delegated representatives on any on-site inspection. The inspection is not limited to only one facility.

### 6.0 NEGOTIATIONS WITH HIGHEST SCORING RESPONDENT

6.1 The City regards the submission of the RFQP as the most important factor in selection of a respondent to provide services for the operation, maintenance and management of the City’s water and wastewater facilities under a public-private partnership.

6.2 The City reserves the right to reject any and all RFQP’s and is under no obligation to award a partnership. The City intends to negotiate an agreement with the respondent with the highest score, as determined by the Committee. However, should the negotiation with the highest scoring respondent not produce an acceptable partnership arrangement, the City will request the respondent placing second in the evaluation process to begin negotiations, and so on, or cancel the process. The responsibility for the final selection and partnership negotiation rests solely with the City.

6.3 The City shall not be liable to any respondent for costs associated with responding to the RFQP or the respondent's participation in any oral interview, or for any costs associated with negotiations.

7.0 PRE-SUBMISSION CONFERENCE, FACILITY EVALUATIONS AND OTHER PROCUREMENT INFORMATION

1.15.1 The City will conduct a non-mandatory pre-submission meeting at The Commerce Civic Center 110 State Street Commerce, GA 30529 in the Cold sassy Room. The time of this conference is listed in section 1.1.

1.15.2 The purpose of the pre-submission meeting is to answer questions regarding the Request for Qualifications (RFQP). Each interested respondent should ensure that they meet or exceed the Required Standards set forth in this document. The City will make available on the day of the meeting sufficient information to submit a RFQP including construction plans and specifications, design reports, Design Development reports, and other pertinent data.

1.15.3 Copies of all questions and answers, and any addenda to supplement the RFQP, will be sent to each respondent no later than three days prior to the due date. Only formal written responses to properly submitted questions will be binding.

1.15.4 The City reserves the right to request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to aid the review and evaluation process.

1.15.5 The City reserves the right to supplement, add to, delete from and change this solicitation document.

1.15.6 The City reserves the right to reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals, or to re-advertise.



**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner, Partner or Officer of Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Commerce or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Commerce or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public



# ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Qualifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

Authorized Representative/Title Authorized Representative (Date) (Print or Type) (Signature)

***Vendors must acknowledge any issued addenda. Submittals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the owner’s requirements.***



# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract No. and Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with

O.C.G.A. § 13‐10‐91, stating affirmatively that the individual, company, or corporation which is contracting with the City of Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E‐Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13‐10‐91.

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

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EEV / E‐Verify User Identification Number Date of Authorization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: Authorized Officer or Agent Date

(Name of Person or Entity)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Officer or Agent Pinted Name of Authorized Officer or Agent SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [NOTARY SEAL]

Notary Public

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

**\*** **or any subsequent replacement** operated by the United States Department of Homeland

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