



REQUEST FOR PROPOSALS NUMBER 17-272
For
On-Call Granite Curb Maintenance & Repair Services

PROPOSALS DUE: September 29, 2017 @ 2:00 p.m. in hard copy. Electronic submissions via e-mail or fax will NOT be accepted. Submit Proposal to:

**Brookhaven City Hall
Purchasing Manager
4362 Peachtree Road
Brookhaven, Georgia 30319**

Information concerning this solicitation may be found electronically at:
<http://www.brookhavenga.gov/city-departments/purchasing> This website will contain the Request for Proposals ("RFP"), questions and answers, and any clarifications, schedule changes and other important information regarding the solicitation. **PROPOSERS SHOULD CHECK THESE ELECTRONIC PAGES REULARLY.**

Questions must be directed in writing to:

**City of Brookhaven, Purchasing Agent, Tyra Little,
via e-mail to:**

**tyra.little@brookhavenga.gov. Deadline for
questions will end **September 15, 2017 @ 5:00 p.m.****

Questions received after this date and time may not be answered. There will be no pre-proposal meeting

Proposals shall be presented in a sealed opaque envelope with the proposal number and name **RFP# 17-272 On-Call Granite Curb Maintenance & Repair Services**, clearly marked on the outside of the envelope. The name of the company or firm submitting a proposal ("Proposer") shall also be clearly marked on the outside of the envelope.

Instructions to Proposers

All spaces below are to be filled in and the Proposal Letter on page two must be completed and signed where indicated. Failure to sign and return the Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail: _____

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Brookhaven reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the city. The City of Brookhaven reserves the right to extend the contract based upon the terms of the Invitation to Bid. The City reserves the right in its sole discretion to determine the method to be considered regarding the evaluation of submitted bids in order to determine the most qualified and responsive bidder

It is understood and agreed that this proposal shall be valid and held open for a period of thirty (30) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder to sign and return with proposal)

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, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature: _____ Date: _____

Print/Type Name: _____

Print/Type Company Name: _____

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**REQUEST FOR PROPOSALS (RFP) 17-272
ON-CALL GRANITE CURB REPAIR AND MAINTENANCE SERVICES**

Sealed Proposals for Purchasing RFP 17-272 On-Call Granite Curb Maintenance & Repair Services will be received by the City of Brookhaven, hereinafter called “City”. Services providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

This contract shall be for a one (1) year period with an option to renew for a two (2) year extension beginning approximately October 30, 2017.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City’s requirements, taking into consideration all criteria listed in the RFP. The City may, at its sole discretion, ask for formal presentations from all the responsive and responsible proposers, or only from those firms that are short-listed, if short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephone with the most qualified firm as identified by the City or, if short-listing occurs, with all the short-listed proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers. The City of Brookhaven requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

A proposal must be submitted in a sealed envelope which shall be clearly marked RFP 17-272 and your company name. One (1) printed and signed unbound original, and one (1) USB/CD electronic copy in PDF of the **proposals shall be submitted no later than September 29, 2017 @ 2:00 pm.** (Proposals will not be accepted by facsimile or e-mail). At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened. **Cost proposals must be in a separate envelope with RFP 17-272 Cost Proposal on the outside.**

Questions regarding proposals should be directed to purchasing@brookhavenga.gov no later than 5:00 pm September 15, 2017. Proposals are legal and binding when submitted.

Proposal must be addressed as follows:

Purchasing Department
City of Brookhaven
4362 Peachtree Road
Brookhaven, GA 30319
RFP 17-272 Granite Curb

No Proposal may be withdrawn for a period of thirty (30) days. The City’s staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer’s expense at the City’s site) whose proposals appear to best meet the City’s requirements.

Proposers will be evaluated on their submittal (10points), experience (50points), references (40points).

The proposer awarded the Contract must provide proof of liability insurance in the amount of one hundred thousand dollars (\$100,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the Proposal Documents.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.

Award, if made, will be to the responsible and responsive proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Brookhaven, Purchasing Office, 4362 Peachtree Road, Brookhaven, Georgia 30319, or by e-mail to purchasing@brookhavenga.gov. Unauthorized communication by the proposer may disqualify the proposer from consideration.

GENERAL INFORMATION

Background

The City of Brookhaven Public Works Department is requesting proposals to provide granite curb maintenance and repair services. Since its incorporation in 2012, the City of Brookhaven has provided services to its citizens and businesses through partnership with private firms. Brookhaven has a population of over 55,000 people and covers a geographic area of over 13 square miles. The City functions under the governance of a City Council and the management of a City Manager.

Purpose of Procurement

The purpose of this RFP is to select Contractor(s) to provide granite curb maintenance and repairs services along with “new” granite curb installs as needed. The term of the contract will be for 1 year beginning October 30, 2017 with a two (2) year extension at the City’s option.

The City is seeking Contractor(s) to provide services in the following areas:

1. Granite Curb maintenance & repair services
2. New granite curb installation
3. *Bid Alternate: concrete curb & gutter repair & installation*

CONTRACTORS MAY PROPOSE ON EITHER SERVICE OR BOTH SERVICES.

General Scope of Work

Under the direction of the Public Works Department, provide crew(s) with the proper number of personnel and equipment to perform road maintenance identified in the scope and in assigned work orders. Adequate personnel must be provided to meet safety requirements at all times including personnel with traffic control certification.

Provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Maintain equipment in a clean and professional condition reflecting the City's high standards.

For all work provided to the City of Brookhaven, the Contractor(s) shall meet the following general requirements:

1. Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material.
2. Complete work in accordance with the Georgia Department of Transportation Standard Specifications unless otherwise directed.
3. Communicate with the Mayor, City Council and media services only through the Director of Public Works, unless otherwise authorized.
4. Dispose of all excavated construction materials and other waste. Disposal shall be in accordance with all applicable laws.

City Maintenance Facility

The City will provide space for equipment, material storage at its maintenance facility on Clairmont Road. The contractor will be expected to maintain the facility in a neat and orderly manner in coordination with the City's Maintenance crews. Only equipment and material used to provide services in Brookhaven shall be stored at the facility. The contractor shall maintain a proper Hazardous Material Plan and maintain all required Manufacturer's Safety Data Sheets (MSDA) forms on site. Facility security will be the contractor's responsibility.

Working Hours

The contractor shall maintain established weekday business hours for the purposes of City business. The City recognizes the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Holiday
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving

11. Christmas Eve
12. Christmas Day

The contractor shall notify Public Works prior to performing non-emergency work outside of normal business hours of 8:30 AM to 5:00 PM.

Performance Evaluation

Contractor performance will be measured on the quality of work, professionalism and responsiveness. Responsiveness will be measured by the ability to initiate and complete work orders based on the work order priority schedule:

- Priority 1: Complete within 24 hours.
- Priority 2: Complete within 7 days.
- Priority 3: Complete within 21 days.
- Priority 4: As directed

Personnel

Contractor(s) is expected to attract and retain highly-qualified employees in the appropriate number to maintain the required level for service. Employees will be expected to maintain a professional appearance and be courteous in their interaction with the public.

Brookhaven Public Works uses the work management system, Cityworks, to initiate, track and report on maintenance activities, including curb adjustment and repairs, along with new curb installs. Work supervisors must have basic computer skills and have access to email correspondence in which city engineers may forward granite curb work order requests to be completed.

Equipment

Basic equipment essential to the performance of customary work including safety equipment, communication devices, in each service area will be required and supplied by the contractor.

Materials

Raw materials required in the performance of the work will be the responsibility of the contractor. Whenever practical, upon prior approval from the Public Works Department, arrangements may be made for the City to compensate for materials outside of the scope of work. Reimbursement for materials **will not** include items that are incidentals.

Granite Curb Repair and Maintenance Detailed Scope

Granite Curb Maintenance activities will include but are not limited to:

- Granite Curb Maintenance & Repair
 - Raising and resetting, existing granite curb to specified height of 4 to 6 inches above the roadway surface.
 - * Granite slabs need to be raised and adjusted in a consistent, neat fashion so that curb is evenly leveled, aligned, with minimal voids between gaps of the granite slabs.*
 - Removing and replacing damage granite curb slabs as needed.
 - *This can either be done using granite curb from the stockpile at the City's Yard, or acquiring new granite curb upon an engineer's approval.*
 - Landscaping: Any landscape disturbed during granite curb adjustment or installation shall be returned in like-kind or to a similar acceptable condition.
 - Pavement Patching/Repairs: The edge of pavement along areas the granite curb is repaired or installed should be thoroughly patched using hot mix asphalt sealing the edge of pavement- face of the granite slabs, in an effort to avoid water penetration which may lead to subsurface defects.
 - Traffic Control: Providing traffic control in accordance with the Manual on uniform Traffic Control Devices (MUTCD) as needed in conjunction with work activity.
- New Granite Curb Installation
 - Installing new granite curb along areas where curb is non-existent as directed by engineer.
 - Landscaping: Any landscape disturbed during granite curb adjustment or installation shall be returned in like-kind or to a similar acceptable condition.
 - Pavement Patching/Repairs: The edge of pavement along areas the granite curb is repaired or installed should be thoroughly patched using hot mix asphalt sealing the edge of pavement- face of the granite slabs, in an effort to avoid water penetration which may lead to subsurface defects.
 - Traffic Control: Providing traffic control in accordance with the Manual on uniform Traffic Control Devices (MUTCD) as needed in conjunction with work activity.

Alternate: Concrete Curb & Gutter Repair Detailed Scope

- Concrete Curb and gutter
 - Remove and replace damaged sections of curb and gutter.
 - Install short sections of new curb and gutter as directed by engineer.

- Any landscape disturbed during concrete curb & gutter repairs or installation shall be returned in like-kind or to a similar acceptable condition.
- The edge of pavement along areas concrete curb & gutter is repaired or installed shall be thoroughly patched using hot mix asphalt sealing the edge of pavement- edge of the concrete gutter, in an effort to avoid water penetration which may lead to subsurface defects. ***As directed by the engineer*
- Providing traffic control in accordance with the Manual on uniform Traffic Control Devices (MUTCD) as needed in conjunction with work activity.

General Notes:

1. Under this scope, “Department”, “Engineer”, and “Resident Engineer” shall mean the “City of Brookhaven, Georgia, Public Works Director or City of Brookhaven, Georgia or Public Works Designee”.
2. Adjust Granite Curb shall consist of lifting the existing curb in areas marked, placing a minimum of 6 inches of Graded Aggregate Base or concrete foundation in the trench, and resetting the curb such that the top of curb is 6 inches above finished grade of asphalt. The cost for Reset Granite Curb will include the cost of all labor, equipment, and material (including GAB, Concrete) to perform the work. City has limited supply of granite curb that can be provided to the contractor to replace any damaged existing curb that cannot be reset. The Contractor will be responsible for loading and delivering city supplied granite. **No** additional claims will be considered for providing replacements for damaged blocks.
3. The cost for New/replacement Granite Curb will include the cost of all labor, equipment, and material (including asphalt and pavement markings) to perform the work. The Contractor will be responsible for marking the location of the existing curb before removal. The Contractor may retain and reuse the granite blocks from the existing curb where possible. Any excess granite curb blocks are the property of the city. The Contractor shall coordinate with the Department for delivery to the city storage facility. The City has limited supply of granite curb that can be provided to the contractor. The Contractor will be responsible for loading and delivering city supplied granite. **No** additional claims will be considered for providing replacements for damaged blocks. Granite Curbs must be reinstalled within 3 days.
4. The general descriptions of each item of work are as described in the Georgia Department of Transportation’s standards and specifications, complete and accepted. Any conflicts which might occur during the course of the construction work or any

conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.

5. It is the intent of this contract for each unit price bid to include **ALL** labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications as directed, and the terms of this contract.
6. The contractor is responsible for calling for utility locations prior to the start of each work. It shall be the contractor's responsibility to coordinate his work with any utility owner whom maybe in conflict with his work. No claims will be considered for extra compensation.
7. Any item which must be removed during the construction work and is not specially called for shall be removed by the contractor. The cost shall be included in other unit price bid. No claims will be considered for extra compensation.
8. All traffic control shall be provided by the contractor in accordance with GDOT's "shelf" Special Provision 150. The contractor shall maintain through traffic via single lane closure while also allowing adequate access to driveways and side roads. At no time will a street be closed completely unless approved and directed by the Engineer. Post mounted traffic control signs are not required.
9. Work is expected to begin within the allotted time per the priority of the work order.
See Performance Evaluation
10. Working hours are limited to Monday to Friday, 7:30 AM to 8:30 PM unless prior approval is granted by the Department of Public Works. Lane closures on non-neighborhood streets will only be permissible between the hours of 9 a.m. and 4 p.m.
11. Upon the completion of each work, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the contractor. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation.
- 12. The Contractor shall perform project housekeeping/clean-up on a daily basis: this includes sweeping and removing dust and debris along the roadway/right of way, and cleaning of driveways if applicable. Cleanliness is a point of emphasis for the City of Brookhaven and our citizens and great attention must be paid to**

keeping the streets and properties affected by this work as clean and in order as possible.

13. The Contractor's performance will be measured based on the following:

- **Compliance with the Scope of Work and GDOT Specifications**
- **Cleanliness of the worksite**
- **Meeting agreed upon schedule dates**
- **Submission of all deliverables as specified**

14. Contractor shall have all vehicles marked with their company name.

15. The City of Brookhaven will not provide restroom facilities.

16. The City of Brookhaven reserves the right to extend this contract by mutual consent for a limited period, not to exceed twelve (12) months, and extend the contract for additional work to the awarded vendor. This action should be taken in writing prior to the expiration of the current contract.

17. The City intends to award one contract for this work but reserves the right to award the work among multiple contractors

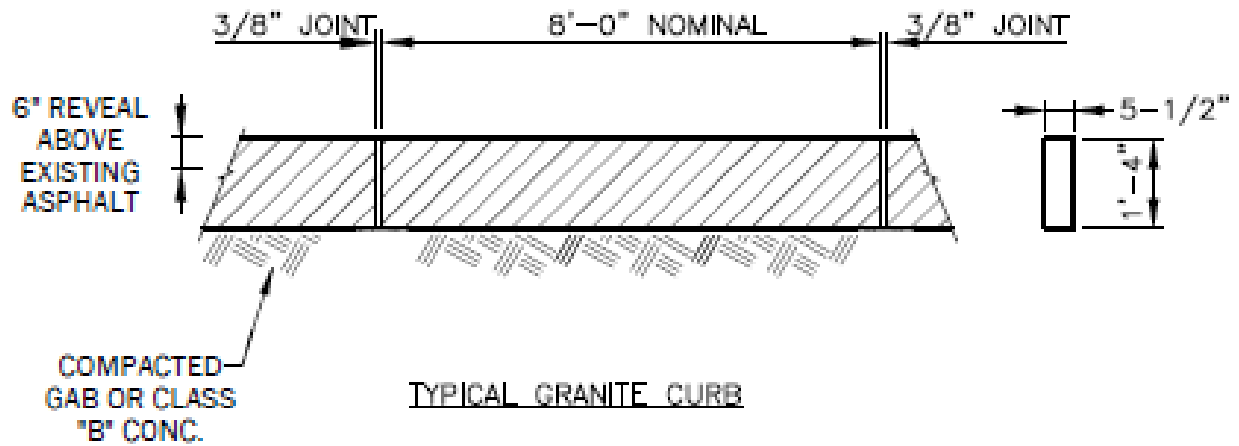
18. Proof of Commercial general liability insurance with coverage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

19. All Bidders are required to submit a Bid Bond or a certified check made payable to the City of Brookhaven in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.

20. The awarded bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents. Bonding Company must be licensed to do business in Georgia, 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 the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-V or higher.

21. The awarded bidder will be required to submit a Maintenance Bond valid for 12 months

NOTE:
GRADE A GRANITE CURB



CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT

GRANITE CURB DETAIL

COST PROPOSAL FORM

Granite Curb	Units		Rate
Granite Curb Adjustment/Repair/Maintenance	Linear Foot		
New Granite Curb Install/Replacement			
- Type A (Sawn Top)	Linear Foot		
- Type B (Split Top)	Linear Foot		

Bid Alternate:

Supplemental Services	Units		Rate
Concrete Curb & Gutter Repair	Linear Foot		
New Concrete Curb & Gutter Install	Linear Foot		

Cost must be in a separate sealed envelope. The envelope should read RFP 17-172 Granite Curb, Cost Proposal.

* * * * * END OF SPECIFICATIONS * * * * *

PROPOSAL FORM
RFP 17-272 GRANITE CURB MAINTENANCE AND REPAIR SERVICES

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract. **Examples of the City's Standard Contracts and General Conditions are available on the City website.**

The Proposer agrees, if this Proposal is accepted, to enter into written Contract with the City (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 17-272 Granite Curb Maintenance and Repair Services, at the City of Brookhaven, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. Date

Addendum No. Date

Addendum No. Date

It shall be the responsibility of each Proposer to visit the City Purchasing Department’s website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Company

Name: _____

Work is to commence on or about October 1, 2017. The term of contract shall be for a one (1) year period with two-one year optional renewal.

The City of Brookhaven requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City’s termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The contractor agrees to provide all work to complete the project described in this document for the amount listed below.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Brookhaven? Yes _____ No _____

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

**CITY OF BROOKHAVEN
DEPARTMENT OF FINANCE AND ADMINISTRATION – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS**

These Instructions will apply unless a particular item is specifically addressed in the solicitation document.

1. INTENT

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Proposers provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

2. GENERAL

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to purchasing@Brookhavenga.gov prior to the deadline for questions regarding proposals indicated in the RFP. Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the solicitation and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Brookhaven. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.
- 2.2 A Proposer's Proposal prices shall remain firm for 180 days from the submission deadline. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.
- 2.3 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.4 There shall be no reimbursables or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.

3. ENVIRONMENTAL SUSTAINABILITY

The City of Brookhaven is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Brookhaven will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal. (These Instructions to Proposers, the Request for Proposal, the Proposal Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine

any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work. *Examples of the City's Standard Contracts and General Conditions are available on the City website.*

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 4362 Peachtree Road, Brookhaven, Georgia 30319, or by e-mail to purchasing@brookhavenga.gov or facsimile to (404) 637-0480 by the date and time listed in the proposal documents (if applicable). Any response by City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting the City web site at <http://www.Brookhavenga.gov>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

6. PREPARATION OF PROPOSALS

- 6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her.
- 6.3 If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer to submit to the City at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to City.

7. PROPOSAL GUARANTY

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS

- 8.1 All Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Proposer, address, and the RFP #. Each Proposal shall consist of (i) an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.

- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the solicitation document for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.3 Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the issuance of the solicitation document, the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Brookhaven, Purchasing Office, 4362 Peachtree Road, Brookhaven, Georgia 30319, or by e-mail to purchasing@Brookhavenga.gov or facsimile to (404) 637-0480. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

10. WITHDRAWAL OF PROPOSALS

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred and eighty (180) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred and eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of an agreement to the provisions of this Section.

11. DISQUALIFICATION OF PROPOSERS

- 11.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal:
 - 11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
 - 11.1.2 Evidence of collusion between or among Proposers;
 - 11.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
 - 11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
 - 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or
 - 11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

11.2 The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

12. REJECTION OF IRREGULAR PROPOSALS

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Proposer's prices, or contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

14. RESPONSIBILITY OF PROPOSERS

14.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit such evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.

14.2 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years, unless otherwise noted in the Proposal Document. The information should be submitted with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Proposer to notify the reference, verify contract information, and obtain permission from the reference before completing the form.

14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing similar services and, taking into account the activities of a related predecessor, affiliate, or principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

15. AFFIDAVIT AND AGREEMENT FOR PHYSICAL PERFORMANCE OF SERVICES AS DEFINED BY O.C.G.A. 13-10-90

15.1 When applicable, awarded vendor will be required to submit a City supplied Affidavit and Agreement (sample on City website) in accordance with O.C.G.A. 13-10-90 as part of the contract execution process.

16. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

16.1 Awarded vendor will be required to submit an Affidavit Verifying Status for City Public Benefit Application (sample on City website) in accordance with O.C.G.A. 50-36-1 as part of the contract execution process.

17. EXECUTION OF CONTRACT

17.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.

17.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).

17.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Proposer at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

18. GEORGIA SALES TAX

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

19. SUBCONTRACTS

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.

19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

19.3 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS

All Proposers and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02, if applicable, will be attested.

21. SECURITY

The successful Proposer will be required to comply with all applicable standards of the City relating to security which may be in effect or changed from time to time.

22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

24. INSURANCE

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not

be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

25. PROPOSAL ERRORS

In the case of a Proposer’s error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in ink.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The Proposer certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Proposer in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

27. PERFORMANCE STANDARD

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions.

28. NO PROPOSALS

In the event a potential Proposer elects not to submit a Proposal, such potential Proposer is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

29. PUBLIC RECORDS/PUBLIC MEETINGS

Bidders hereby acknowledge that meetings of the City’s Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal shall constitute public records under Georgia law regardless of any person’s claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that any portion of its response to be proprietary information. Proposals and all related correspondence are governed by the Georgia Open Records Act and will be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the bidder. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event, such information is requested under the open records law, the Bidder’s assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City’s sole discretion.

***** END OF INSTRUCTIONS TO PROPOSERS *****