



REQUEST FOR PROPOSALS
FOR THE
DESIGN AND CONSTRUCTION
OF THE
CITY OF ST. MARYS, GEORGIA
ORANGE HALL
FIRE PROTECTION SYSTEM

October 2020

City of St. Marys, GA Orange Hall Fire Protection System
REQUEST FOR PROPOSALS
DESIGN AND CONSTRUCTION OF
THE ORANGE HALL FIRE PROTECTION SYSTEM
DUE DATE - NOVEMBER 17, 2020; 2:00 PM EST.

The City of St. Marys, Georgia is requesting proposals from qualified firms wishing to provide professional services for the Design and Construction of the Orange Hall Fire Protection System.

Responses to this Request for Proposals (RFP) must be addressed and delivered to the City of St. Marys Finance Department; 418 Osborne Street, St. Marys, GA 31558 no later than **Tuesday, November 17, 2020 at 2:00 p.m. (EST)**. The proposals will be opened publicly at this time and vendor's names will be read aloud.

A Pre-Bid Meeting will be held on **Tuesday, November 3, 2020 at 2:00 p.m. (EST)**, at the City of St. Marys City Hall Council Chambers, 418 Osborne Street, St. Marys, Georgia 31558.

Proposers must submit five (5) copies in a sealed package clearly labeled with the submitting company's name and address, as well as the words "**Request for Proposals – Design and Construction of the Orange Hall Fire Protection System**" on the outside of the envelope. Any proposal not received by the deadline, or not marked appropriately, will not be opened for consideration. Neither faxed nor email submissions will be accepted. No proposal may be withdrawn for a period of ninety (90) days after the above opening date.

Copies of the complete Request for Proposals document may be obtained from Mrs. Sarah Lee in the City of St. Marys Finance Department located at 418 Osborne Street, St. Marys, Georgia, 31558. Copies may also be requested via phone at 912-510-4045 or email at slee@stmarysga.gov. A street address, contact person, phone and fax number must be provided to ensure prompt delivery and notification of addenda.

Questions regarding this RFP may be directed in writing to the City of St. Marys, Public Works Director, Bobby Marr, at 418 Osborne Street, St. Marys, Georgia, 31558 or by email at bmarr@stmarysga.gov

Bonds: Contractor to submit with the sealed Proposal a Bid Bond Guarantee as noted in the Bid Bond Requirements. No proposal will be considered without following this procedure.

All required Contract Documents, Performance Bond, Payment Bond and proof of meeting the City's Insurance Requirements must be fully completed and executed by the Contractor and his/her Surety and submitted to the Owner on or before the issuance of Notice to Proceed.

The City of St. Marys will select the proposal that, in its sole discretion is the most responsive and responsible to the City. The City is not liable for any cost incurred by vendors in the preparation of this proposal.

Unauthorized contact regarding this request for proposals with staff or elected officials may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of St. Marys. Vendors should rely only on written statements.

The City of St. Marys, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business

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enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

The Owner reserves the right to reject any or all proposals, to waive informalities and to re-advertise, pursuant to federal and state law.

City of St. Marys, GA Orange Hall Fire Protection System

REQUEST FOR PROPOSAL OVERVIEW

A) PURPOSE

The City of St. Marys is seeking a qualified firm to design and construct a fire protection system for an historic structure known as Orange Hall. The selected firm will be responsible for the design of the proposed system, obtaining the necessary permits, construction of the proposed fire protection system and training of City staff in the operation and maintenance requirements of the system.

The City's ultimate objective is to provide fire protection to the historic Orange Hall structure. In order to accomplish this objective, the City will select a Contractor who will design and construct a fire protection system suitable for a variety of uses including office, classroom, conference, special events, museum, catering kitchen (basement level) and general assembly type uses.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Georgia and the City of St. Marys, invites qualified firms (Proposers) to submit their Proposals to provide the services described.

B) SCOPE OF SERVICE

The selected firm shall have a fire protection system designed for the structure in accordance with NFPA 13 by a licensed engineer or architect experienced in designing fire protection systems for historic structures. Design should include drawings and specifications for the complete system including any calculations required and/or requested by the Fire Chief. Once the system has been designed and permitted, the selected firm should begin construction of the approved system.

The selected firm shall furnish the materials, equipment, labor, and supervision to provide and install the work per the approved engineered design which may include:

Fire Sprinkler System

- Furnish Install New Concealed Pipe Fire Sprinkler System per Codes & Standards
 - Painted Black Steel Piping and Fittings
 - Pendant and Sidewall Type Sprinkler Heads
 - Standard Coverage
 - Brass and Chrome Finish
 - 1st Floor
 - 2nd Floor
- Furnish Install New Surface Mounted Pipe Fire Sprinkler System per Codes & Standards
 - Painted Black Steel Piping and Fittings
 - Pendant and Sidewall Type Sprinkler Heads
 - Standard Coverage
 - Brass and Chrome Finish
 - Basement
- Furnish and Install New Pipe Riser and Associated Components
- Furnish and Install Air Compressor (If needed)

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- Furnish and Install New Insulated Double Check Backflow Preventer and Fire Department Connection (FDC)
 - Auxiliary Drain / Drum Drips
- Furnish and Install New PVC Underground Fire Main from City Main
 - Ground Restoration to Areas directly affected from digging for placement of Fire Main Connection
 - Seed and Straw

Fire Alarm System

- Furnish and Install Fire Alarm Voice-Evacuation System
 - System Components include:
 - Fire Alarm Control
 - Fire Alarm Transmitter for Remote Monitoring
 - Surge Protector
 - Amplifier
 - Speakers
 - Strobes
 - Smoke Detectors
 - Pull Stations
 - Audible Base
 - Control Relays
 - Monitor Modules
 - Duct Detectors
 - Associated Wiring

C) INFORMATION TO OFFERORS

1) SUBMISSION

All Respondents must submit five (5) proposal packages to the City for review. The complete Package must be received by **2:00 pm., November 17, 2020**, local time.

Each package shall contain the full name and address of each person/company submitting the package. It shall also contain the words “Request for Proposals – Design and Construction of the Orange Hall Fire Protection System” on the outside of the sealed submittal envelope. All Respondents should be aware that oral presentations may be required.

Responses are to be addressed to:

**City of St. Marys Finance Department
Attn: Sarah Lee
418 Osborne Road
St. Marys, Georgia 31558**

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of St. Marys

The City of St. Marys shall assume no responsibility for responses that are received after the prescribed time, or that are not properly addressed or identified.

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2) PRE-BID MEETING

A Pre-Bid Meeting will be held on Tuesday, November 3, 2020 at 2:00 p.m. (EST), at the City of St. Marys City Hall Council Chambers, 418 Osborne Street, St. Marys, Georgia 31558.

3) CONTACT PERSON

Questions should be submitted in writing to Bobby Marr, Public Works Director, City of St. Marys, 418 Osborne Street, St. Marys, GA 31558, or by email at bmarr@stmarysga.gov. The deadline for questions or comments will be 2:00 pm, **November 10, 2020**. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

4) ADDITIONAL INFORMATION/ADDENDA

The City of St. Marys will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date.

Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Proposers must acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Submittals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer.

5) LATE SUBMITTAL AND/OR LATE MODIFICATIONS

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 St. Marys assumes no responsibility for the premature opening of a submittal not properly addressed and identified, and/or delivered to the proper designation.

6) REJECTION OF SUBMITTALS

The City of St. Marys reserves the right to reject any or all bids, to waive informalities and to re-advertise, pursuant to federal and state law.

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

7) MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8) COST INCURRED BY PROPOSERS

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

9) RFP OPENING

A list of names of firms providing Proposals may be obtained from the contact person after the Proposal due date and time stated herein.

D) EQUAL OPPORTUNITY

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The consultant and any sub consultants proposed shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

E) **NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

Disadvantaged Business Enterprise (DBE) utilization is strongly encouraged. Proposed DBE firms are to be certified by the Georgia Uniform Certification Program.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of St. Marys (hereinafter referred to as City), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

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The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

F) CONTRACT, BONDS, AND INSURANCE:

- 1) The successful Respondent to whom award is made shall enter into a written contract with the City of St. Marys within the time specified in the RFP Documents.
- 2) No contract with the City of St. Marys, Georgia for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of the City of St. Marys, Georgia. Sample Performance Bond is included in this packaged.

Performance Bond Requirements

The Performance Bond shall be in the amount of at least the total amount payable by the terms of the Contract.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

- 3) No contract with the City of St. Marys, Georgia for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to the City of St. Marys, Georgia for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. Sample Payment Bond is included in this package.

Payment Bond Requirements

The Payment Bond shall be in the amount of at least the total amount payable by the terms of the Contract.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

- 4) The Contractor shall secure and maintain such insurance policies as required listing the City of St. Marys as additional insured.

Insurance Requirements

The successful Respondent shall have and maintain in full force and effect for the duration of this agreement, insurance protecting against claims for injuries to

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persons or damages to property which may arise from or in connection with the performance of the work by the contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City's Attorney to form and content.

Minimum Limits of Insurance

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability of \$5,000,000 (five million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from.
- ii. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from.
- iii. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the City so that the City may ensure the financial solvency of the Contractor. Insurance is to be placed with insurers with an A. M. Best rating of no less than A-VII. Contractor shall furnish the City with certificates of insurance prior to the start of work.

G) HOLD-HARMLESS AND INDEMNIFICATION CLAUSE

The Proposer covenants and agrees to take and assume all responsibility for the Work rendered in connection with this agreement. The Proposer shall bear all losses and damages directly and indirectly resulting to it on account of the performance or character of the work rendered pursuant to this agreement. Proposer shall defend, indemnify and hold harmless the City, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, agents, Owner's lender, Architect and Architect's consultants, agents, and employees (hereinafter referred to as the "Owner Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Proposer, any subcontractor, anyone directly or indirectly employed by the Proposer or subcontractor or anyone for whose acts the Proposer or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder.

This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of the Owner or Owner Parties. Such obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Owner or Owner Parties by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by the Proposer or subcontractor or anyone for whose acts the Proposer or subcontractor may be liable the indemnification obligation set forth in this

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provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Owner and Owner Parties shall survive expiration or termination of this Agreement provided that the claims are based upon or arise out of actions that occurred during the performance of this agreement.

H) TERMINATION

Both Parties to this agreement may terminate the agreement without cause and without prejudice by providing the other Party a written notice of termination 30 days in advance of the termination date. All satisfactory work completed by the vendor prior to the termination will be an obligation that must be honored by the City of St. Marys.

I) ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

- i. The form must be signed by an authorized officer of the contractor or their authorized agent.
 - ii. The form must be notarized.
 - iii. The Proposer 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 City of St. Marys and the Proposer complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of St. Marys 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 Proposer if necessary.
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Submittal Format

A) PROPOSAL REQUIREMENTS

The RFP is to contain the following information from firms capable of providing the design and construction of the fire protection system for Orange Hall.

Contents of response package must be limited to 30 pages and include the following information in the order specified.

1. **Introduction (Transmittal Letter)**
2. **Proposers Background and Experience**
3. **Personnel/Professional Qualifications**
4. **Subcontractor Background and Experience**
5. **Proposed Schedule**
6. **Price Proposal**

1. Introduction (Transmittal Letter)

By signing the letter, the Respondent certifies that he/she is authorized to bind the Respondent. The RFP response should include:

- A. A brief statement of the Respondent's understanding of the scope of the work to be performed.
- B. A confirmation that the Respondent meets the appropriate State licensing requirements to perform the necessary services.
- C. A confirmation that the Respondent has been in business for at least five (5) years.
- D. A confirmation that the Respondent has successfully held at least one five-year contract for a system of comparable size and complexity.
- E. A confirmation that the Respondent has not had a record of substandard work within the last five years.
- F. A confirmation that the Respondent has not engaged in any unethical practices within the last five years.
- G. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract.
- H. Any other information that the Respondent feels appropriate.
- I. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFP response.

2. Background and Experience

- A. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, and any recent or materially significant proposed change in ownership.
- B. Respondent should provide the names, phone numbers, and email addresses of contact persons in the organizations for whom any projects referenced in this section were conducted. Respondent should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work and compliance with performance schedules.
- C. Describe the firm's workload and current capacity to accomplish the requested services.

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- D. Describe any issue or characteristics of which would be uniquely relevant in evaluating the experience of Respondent's firm to handle the requested services.
- E. Describe experience with systems that are of a comparable sizes and complexities as this project for the City of St. Marys. Furnish as a minimum, client name, contact, address, phone number and a description of each facility in terms of size and historic relevance.

3. Personnel/Professional Qualifications

- A. Include resumes or curriculum vitae of staff members involved in the oversight of the requested services.
- B. Provide the full name, tax identification number and corporate office address of the responding entity which would ultimately enter into a contract with the City.
- C. Describe the insurance policies carried by the respondent (General Liability, Automobile, Pollution etc.)
- D. Estimate the number of persons to be assigned to this project, hours dedicated to the project daily, and the current state licensure that will be required for these positions. Also identify personnel that will serve as on-call for after hour emergencies.

4. Subcontractor Background and Experience

- A. Describe Subcontractors firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, and any recent or materially significant proposed change in ownership.
- B. Respondent should provide the names, phone numbers, and email addresses of contact persons in the Subcontractors organization for whom any projects referenced in this section were conducted. Respondent may include written references (letters or forms are acceptable) from previous clients attesting to the quality of work of the subcontractor and compliance with performance schedules.
- C. Describe the subcontractors workload and current capacity to accomplish the requested services.
- D. Describe any issue or characteristics of which would be uniquely relevant in evaluating the experience of subcontractors firm to handle the requested services.
- E. Describe experience with systems that are of a comparable sizes and complexities as this project for the City of St. Marys. Furnish as a minimum, client name, contact, address, phone number and a description of each facility in terms of size and historic relevance.

5. Proposed Schedule

- A. Provide a schedule indicating project phase durations (in weeks) based on the following project milestones:
 - 1. Data gathering
 - 2. Design
 - 3. Permitting
-

City of St. Marys, GA Orange Hall Fire Protection System

4. Construction

5. Project Closeout and As-builts

6. PRICE PROPOSAL

A Price Proposal shall be provided. The submittal document for complying with the Price Proposal portion of this procurement must contain at least the following topics:

- Summary
- Details of price proposal broken down into the following categories:
 - Design
 - Construction
- Terms and conditions
- Draft of proposed Agreement

The price shall identify all appropriate terms and conditions associated with the Price Proposal. All pricing exceptions shall be noted. Failure to do so will be considered cause for disqualification.

The Contractor should present information in their Price Proposal that defines the general allocation to each proposed contract service area such that the combined individual sub-budgets equal the total price.

The Price Proposal shall be submitted in accordance with the following format and shall be complete in every detail. The price shall include all appropriate terms and conditions associated with the Price Proposal.

Project Phase	Unit Cost/Hour	Hours Anticipated	TOTAL
Data Gathering			
Design			
Permitting			
Construction			
Project Closeout/Asbuilts			
		Not to Exceed Total	

***** The owner reserves the right to negotiate a guaranteed maximum price for the finished project.*****

City of St. Marys, GA Orange Hall Fire Protection System

SELECTION CRITERIA

It is understood that the information contained in the RFP, as well as the experience, guarantees, and innovative approaches demonstrated therein, shall be the general basis for selection of a respondent to provide these professional services.

The City expects to select the highest scoring respondent based on a weighting of the price proposal and technical proposal evaluation score using 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, innovative approaches, and price.

The City of St. Marys shall evaluate each potential contractor in terms of:

1. Respondent Profile (20 points)
2. Respondent/Subcontractor Experience (30 points)
3. Personnel Assigned to Project (20 points)
4. Proposed Schedule (10 points)
5. Price Proposal (20 points)

Proposals will be evaluated and ranked on the basis of points awarded by a technical review committee of city staff. A description of the factors which will be analyzed, and the relative weight accorded each factor is illustrated above. A total for each firm will be determined based on the scores of the review committee members. Based on the number of proposals received, a short list of the top scoring firms may be called in for oral presentations to the review committee.

The City may 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.

The review committee will make a recommendation to the City Council based on the original proposal package, the oral presentations, if any, and final negotiated pricing. If approved by City Council, the City and the successful respondent shall enter into a mutually binding agreement addressing the topics contained in this document.

City of St. Marys, GA Orange Hall Fire Protection System

**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	Orange Hall Fire Protection System

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the State Entity at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

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

**City of St. Marys, GA Orange Hall Fire Protection System
 IMMIGRATION AND SECURITY FORM
 (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	Orange Hall Fire Protection System

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the state contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the State Entity within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

Contractor's Name:	
Subcontractors:	

**City of St. Marys, GA Orange Hall Fire Protection System
 IMMIGRATION AND SECURITY FORM
 (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
Subcontractor's (Your) Name:	
State Entity's Name:	City of St. Marys, GA
State Solicitation/ Contract No.:	Orange Hall Fire Protection System

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the State Entity identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

 EEV / E-Verify™ Company Identification Number

 BY: Authorized Officer or Agent
 (Subcontractor Name)

 Date

 Title of Authorized Officer or Agent of Contractor

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]

 Notary Public

My Commission Expires:

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

City of St. Marys, GA Orange Hall Fire Protection System

KNOW ALL MEN BY THESE PRESENTS:

That _____ as
Principal, hereinafter called Contractor, and _____ of
_____ a corporation organized and existing under
the laws of the State of _____, as Surety, hereinafter called Surety, are held and firmly
bound unto the CITY OF ST. MARYS, as Obligee, hereinafter called Owner, in the amount of
_____ Dollars
(\$ _____) for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Contractor has by written agreement dated _____, 20__ entered into
a contract with Owner for construction of the **CITY OF ST. MARYS, ORANGE HALL FIRE
PROTECTION SYSTEM PROJECT** for the City of St. Marys, Georgia, in accordance with
Specifications prepared by the Owner, which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and then this obligation shall be null and
void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the
Contract, the Owner having performed Owner's obligations there under, the Surety may promptly
remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible bidder, or,
if the Owner elects, upon determination by the Owner and Surety jointly of the
lowest responsible bidder, arrange for a contract between such bidder and Owner,
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and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by Owner of the work there under.

Signed and sealed this _____ day of _____, 20____, in the presence of:

(Witness)

Principal

By: _____(SEAL)

(Witness)

Surety

By: _____(SEAL)

(Attach Certified & Dated Power of Attorney)

DO NOT DATE PAYMENT BOND.

BOND DOCUMENT WILL BE DATED BY CITY OF ST. MARYS, GEORGIA

(Bond must not be dated prior to date of Agreement)

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(Sample Payment Bond)

KNOW ALL MEN BY THESE PRESENTS, that we _____ as a corporation duly organized under the laws of the State of Georgia, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as surety, are held and firmly bound unto the City of St. Marys, Georgia, hereinafter called Owner, in the sum of _____ dollars (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated _____ with the Owner for the construction of the CITY OF ST. MARYS ORANGE HALL FIRE PROTECTION SYSTEM PROJECT in accordance with the specifications prepared by the Owner, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such

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claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant,
1. Unless claimant, other than one having a direct contact with the Contractor, shall have been given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 2. After one year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 3. Other than in a state court of competent jurisdiction in and for the county or other
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political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.
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IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest:

_____(SEAL)

Principal (Bidder)

By:

Signature

Typed Name

Title

Attest:

_____(SEAL)

Surety

By:

Signature - Attorney-in-Fact

Typed Name

(Attach Certified & Dated Power of Attorney)
DO NOT DATE PAYMENT BOND.
BOND DOCUMENT WILL BE DATED BY CITY OF ST. MARYS, GEORGIA
(Bond must not be dated prior to date of Agreement)
