



GENERAL CONDITIONS

1 Specifications:

Any obvious error or omission in the specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same to the City.

2 Georgia Open Records Act:

The responses will become part of the City's official files without any obligation on the City's part. Ownership of all data, materials, and documentation prepared for and submitted to the City in response to a solicitation, regardless of type, shall belong exclusively to the City and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et. Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

3 Georgia Trade Secret Act Of 1990:

In the event that a Vendor submits secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secrets to the extent provided by law.

4 Offers To Be Firm:

The Vendor warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

5 Completeness:

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The City shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the City, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.9. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the contract.

6 Multiple Proposals:

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference if one is scheduled, or submitted in writing at least five (5) days preceding the date for submission of proposals.

7 Patent Indemnity:



Except as otherwise provided, the successful Vendor agrees to indemnify the City and its officers, agents and employees against liability.

8 Qualification Of Business (Responsible Vendor):

A responsible Vendor is defined as one who meets all requirements of the RFP. The City has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

9 Certification Of Independent Price Determination:

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

- A) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
- C) No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

10 Award Of Contract:

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to the City, price and other factors considered. The St. Marys City Council will make the determination as to which proposal best serves the interests of the City. Appeal of an award can only be made after the City Council awards a contract.

11 Insurance Provisions:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. ***Contract work will not proceed unless the City has in their possession, a current Certificate of Insurance.***

General Information that shall appear on a Certificate of Insurance:

- A) Name of Producer (contractor's insurance Broker/Agent).
- B) Companies affording coverage (there may be several).
- C) Name and address of the Insured.
- D) A Summary of all current insurance for the insured (includes effective dates of coverage).
- E) A brief description of the operations to be performed, the specific job to be performed, or contract number.



- F) Certificate Holder (*This is to always include the City*).

12 Limits Of Insurance:

Effective coverage shall have the following limits:

- A) **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury, including death and property damage each occurrence and \$2,000,000 Property Damage, in the aggregate.
- B) **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C) **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.
- D) **Umbrella Policy:** \$5,000,000

13 Special Requirements:

- A) **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B) **Extended Reporting Periods:** The contractor shall provide the City with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C) **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D) **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the City.
- E) **Proof of Insurance:** The City shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F) **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G) **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the City.
- H) **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the City, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

14 Indemnification:



The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the City of St. Marys, Georgia, its mayor, councilmen, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless City of St. Marys, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify the City under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

15 Interpreting Specification:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The City is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions if the RFP will be made in writing by the City prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a City official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

16 Signed Response Considered An Offer:

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the St. Marys City Council, or their designee. In case of a default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate, including legal action for damages or lack of required performance.

17 Payment To Contractors:

The contractor must submit an invoice at regular intervals, for no more than a 30 day period, to the City's Finance Department.

- A) Contractors will be paid the agreed upon compensation upon satisfactory progress or upon completion of the work as more fully described in the contract document.
- B) Upon completion of the work, the Contractor will provide the City with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City have been paid in full.
- C) Contractor shall clearly include the words "final invoice" on contractor's final billing to the City of St. Marys. This statement by contractor shall constitute contractor's certification that all services have



been properly and completely performed by contractor and all charges and costs have been properly invoiced to the City. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by contractor.

- D) The City is a tax exempt entity. Every contractor, vendor, business or person under contract with the City is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to the City by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- E) Questions regarding payment may be directed to the City's Finance Department at (912) 510-4040.

Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and perform all other work required, as defined herein, in strict accordance with this proposal, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

Any contract amendment, change order, or other change or modification must be made in writing and executed by both parties. Such change must be allowable, allocable, within the scope of the grant or cooperative agreement, and must be reasonable for the completion of the project scope.

18 Cone Of Silence:

Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

In order to conduct this procurement transaction in manner that provides full and open competition and meet the Federal Uniform Guidance Requirements to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statement of work, or invitation for bids or request for proposal must be excluded from competing for this contract.

19 Vendor Default:

In the event that the contractor or a subcontractor should violate or breach contract terms or conditions, upon discovery of such violation or breach the city will notify the contractor in writing. The contractor or subcontractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. If the contractor fails to cure the violation or breach within the ten-day time, the City shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The City of St. Marys shall be entitled to any and all damages permissible by law and the City reserves the right to procure services from other sources.

20 Byrd Anti-Lobbying Amendment:

Proposer understands that they are required to sign an anti-lobbying certification letter to comply with the **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. This certification applies to contractors subcontractors based on a tiered system. The requires that each tier certifies to the tier above that, it will not and has not used Federal appropriated funds to pay any person or organization for influencing, or attempting to influence an officer or



employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier, up to the City.

21 Health And Safety:

- A) The proposer understands and acknowledges that the performance of the contract and related agreements resulting from this RFP must comply with 40 U.S.C. § 3702;
- B) The proposer understands and acknowledges that the performance of the contract and related agreements resulting from this RFP must comply with 29 C.F.R. Part 5;
- C) The proposer understands and acknowledges that the performance of the contract and related agreements resulting from this RFP must comply with the Clean Air Act 42 U.S.C. § 7401, et seq.;
- D) The proposer agrees to report any violation of 42 U.S.C. § 7401 and notify the City of such violations. The proposer agrees to include these reporting and notification requirements in any subcontract exceeding \$100,000
- E) The proposer understands and acknowledges that it must comply with the Federal Water Pollution Control Act 33 U.S.C. § 1251, et. seq. and notify the City of such violations. The proposer will include these reporting and notification requirements in any subcontract exceeding \$100,000.

22 Energy And Resource Efficiency:

- A) The proposer understands and acknowledges that the performance of the contract and related agreements resulting from this RFP must comply with 42 U.S.C. § 6201;
- B) In performing the contract resulting from the RFP, the proposer must comply with C.F.R. Part 200, Appendix II, 1JK; 2 C.F.R. § 200.322; Chapter V, 1J7 and make maximum use of products containing recovered materials designated by the United States Environmental Protection Agency (EPA) unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- C) EPA has comprehensive guidelines on this provision found at www.epa.gov/cpg. A list of EPA-designated items can be found at www.epa.gov/cpg/products.htm.

23 Access To Information And Work Sites:

- A) In addition to complying with the Georgia Open Records Act, the contractor agrees to provide the City of St. Marys, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.



- B) The contractor shall retain all records pertaining to the contract for three years after the City of St. Marys makes final payments to the contractor, and all other pending matters are closed.

24 Other Requirements:

- A) The proposer acknowledge that Federal awarded financial assistance will be used to fund the Contract resulting from this RFP only and will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives;
- B) The Federal Government is not a party to any Contract resulting from this RFP and is not subject to any obligations or liabilities to the City or proposer pertaining to any matter resulting from the Contract resulting from this RFP;
- C) The proposer acknowledges that 31 U.S.C. Ch. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract resulting from this RFP.

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this request for proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This ___ day of _____, _____.

BY:

SIGNATURE

PRINTED NAME AND TITLE

COMPANY

ADDRESS

PHONE NO.