



City of Dublin, Georgia

Request for Proposals for

2300 Peacock Drive Storm Drain Replacement

RFP #: 25-0407-01

Issue Date: April 7, 2025

Issued By: City of Dublin
Office of Purchasing
702 E. Madison St.
Dublin, GA 31021

Inquiries: David Sawyer, Purchasing Director
City of Dublin
sawyerd@dublinga.org

Proposals Due: May 13, 2025, by 2PM
Bid Opening: May 13, 2025 @ 2PM

CITY OF DUBLIN, GEORGIA

SECTION 1.

A. PURPOSE

The **City of Dublin, Georgia**, located 45 miles southeast of Macon, off Interstate 16, is seeking Competitive Sealed Proposals from qualified organizations to provide Storm Drain Replacement on 2300 Peacock Drive. This will be in accordance with the specifications and conditions contained in the RFP. This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

It is the intent to enter into a contract, which would result in the design and installation of a Storm Drain Replacement on 2300 Peacock Drive for the City of Dublin. The City of Dublin does not guarantee a minimum value for this contract.

B. SCHEDULE INFORMATION

This RFP has been issued on Monday April 7, 2025. All Firms interested in submitting a proposal **MUST SUBMIT all addendums if applicable with their proposal.**

It is the proposer's responsibility to track this bid process. All documents including any addendums will be posted on the City of Dublin's website at www.cityofdublin.org, under bid opportunities.

1. Proposals shall be submitted by the RFP Submittal Deadline of May 13, 2025, by 2PM. at which time all proposals will be opened. Proposals received later than the deadline will not be considered.
2. Mandatory on-site visit will be on Tuesday April 22, 2025 at 10AM. RSVP to David Sawyer, Purchasing Director at sawyerd@dublinga.org.
3. All questions regarding this solicitation must be submitted in writing to David Sawyer, Purchasing Director at sawyerd@dublinga.org. Questions will be answered by issuance of an addendum and posted on the City website at: www.cityofdublin.org. The last day for questions is Friday May 2, 2025, by 10AM.
4. Contact with other departments or City representatives without permission may render your proposal void.
5. Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
6. The City shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the proposer.
7. It is the intent and purpose of the City that this solicitation promotes competition. It shall be the Proposer's responsibility to advise David Sawyer, Purchasing Director, in writing, via email at

sawyer@dublinga.org, or PO Box 690., Dublin, GA 31040, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing and must be received by the Purchasing Director at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Purchasing Director.

8. Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify the City of any conflicts, errors, or discrepancies.
9. By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
10. Failure to submit all the required information may be determined as a non-responsive proposal.
10. Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
 - 1) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or withdrawal and resubmission by submitting written notice to the City Manager’s Office prior to the time set for proposal opening.
 - 2) After proposal opening, no changes in prices or other provisions of proposals, which are prejudicial to the interest of the City, shall be permitted.
 - 3) Except as otherwise allowed by law, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made to the Purchasing Director’s Office.

FACT SHEET

Title of RFP:	2300 Peacock Drive Storm Drain Replacement
Date of Issue:	Monday April 7, 2025
Mandatory Site Visit:	Tuesday April 22, 2025 @ 10AM
Last day to submit questions:	Friday May 2, 2025, by 10AM
Date of final answers:	Tuesday May 6, 2025
Proposal due date:	Tuesday May 13, 2025, by 2PM
Copies of proposal required:	1 original, 3 copies
Proposal opening date:	Tuesday May 13, 2025, at 2PM
Proposal submission location:	702 E. Madison St., Dublin, GA 31021 Office of the Purchasing Director https://www.bidnetdirect.com https://www.demandstar.com
Proposal opening location:	702 E. Madison St., Dublin, GA, 31021 Office of the Purchasing Director
Project name:	Storm Drain Replacement on 2300 Peacock Drive
Firm selection schedule:	June 5, 2025

C. INSTRUCTIONS FOR PROPOSALS

Written responses to all written inquiries received by 10AM EST on May 2, 2025, will be posted on the City's website at www.cityofdublin.org under bid opportunities, 2300 Peacock Drive Storm Drain Replacement, as an addendum. These responses will also be post on e-Procurement sites Bidnet.com and Demandstar.com

It is the Proposer's responsibility to follow this bid process so that they will be aware of all addenda being posted prior to bid opening. Acknowledgement of all addenda is required.

No City staff or other officials associated with this RFP should be contacted regarding this RFP other than the City Official named below. Doing so may result in disqualification.

All inquiries regarding this RFP **MUST** be in writing via email and addressed to:

David Sawyer, Purchasing Director
sawyerd@dublinga.org

An original and three (3) copies of this RFP are to be submitted to:

David Sawyer
Dublin Purchasing Director
702 E. Madison St.
Dublin, Georgia 31021

Proposals **MUST** be submitted no later than **2PM EST on May 13, 2025**. Proposals must be received either online via e-Procurement sites ([BidNet](#) or [DemandStar](#)) or in a sealed envelope or container marked "RFP #25-0407-01 – Competitive Sealed Proposals for "2300 Peacock Drive Storm Drain Replacement". Place the Project name and opening date on the submitting envelope or container. Sites can be located on our website: <https://www.cityofdublin.org/departments/purchasing>
No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent.

RFP Format Requirements:

1. All proposals shall be complete and carefully worded and must convey all of the information requested by the City. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City and the City alone will determine whether the variance is sufficient to warrant rejection of the proposal.
2. Proposals are to be prepared simply and, in a manner, designed to provide the City with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
3. The Proposer must clearly mark as "Confidential" each part of its proposal which it believes contains proprietary information, which could be exempt from disclosure from the Privacy

Act of 1974. The City reserves the right to determine whether this information should be exempt from disclosure, and the Proposer agrees by submitting its proposal that no claim or legal action may be brought against the City or its agents for its determination in this regard.

4. The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing an official business address).
5. The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS number, the Social Security Number of the individual issuing the proposal).
6. The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this information as a separate appendix to the proposal.
7. The Proposer shall clearly write in ink or type-write all prices and quotations.
8. A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
9. Each copy of the proposal should be bound into a single volume where practical.
10. This RFP may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the City Manager's Office.
11. Comments or discussions by City personnel relative to this solicitation shall not be binding on the City.
12. All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.
13. Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work contemplated under this RFP. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this RFP or any agreement reached with the City.

D. EVALUATION AND AWARD CRITERIA

1. EVALUATION TEAM

An internal Evaluation Team will conduct proposal evaluations.

2. AWARD CRITERIA

The Evaluation Team shall evaluate each of the Proposals using the criteria and applying the percentages as set forth in the percentages below. The City reserves the right to request Proposers to appear for an additional presentation followed by a question-and-answer period, in order to further evaluate qualifications. The additional presentations, if any, will be scored and combined with prior scoring to determine the successful Proposer. The City is not obligated to accept the lowest cost proposal. The City may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. If made, the award will go to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service to the City. As further outlined below, the award, if any, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance, ability to provide support, overall cost, and the Proposer's references. Prior to award,

the City may conduct such further discussions and negotiations as contemplated by and allowed for under the City's Procurement Policy Guidelines. The City shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby. The internal Evaluation Team will make their recommendation to the City Council.

1. Experience and Personnel. **30%**
2. Price proposal / Fee Schedule **30%**
3. Completion Time **30%**
4. References **10%**

Total possible cumulative percentage is 100%

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the City are financially responsible and able to demonstrate sufficient evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. The Proposer must be able to render prompt and satisfactory service in the volume called for under the award. The City may make such an investigation, as it deems necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to the City all such information and data as the City may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to perform. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

3. AWARD OF CONTRACT

If awarded, the Notice of Award will be posted on the City's website at: www.cityofdublin.org. The award shall be made to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the City based on the criteria discussed herein.

If awarded, the Agreement will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of the City. The City will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The agreement between the City and the successful Proposer will incorporate this entire solicitation, all applicable amendments, and the successful Proposer's proposal.

E. CONTRACT MATTERS

1. EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the City within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

2. DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS

When the Successful Proposer delivers the executed Agreement to the City, the Successful Proposer shall also deliver to the City such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

3. CHANGE ORDERS

All change orders must be authorized in writing by the City Manager. The City shall not be bound to any change in the original purchase order or contract without prior written approval of the City Manager or City Council

4. SUBCONTRACTS

The proposer shall not subcontract work hereunder without the prior written consent of the City, and any such subcontract without the consent of the City shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the City the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The City shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. The proposer shall not enter into any cost reimbursable agreements with any proposed subcontractor without the City's prior written authorization. Notwithstanding any consent by the City to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the City for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, nor the City's authorization of Proposer's agreement with a subcontractor, the City's inspection of a subcontractor's facilities or work, or any other action taken by the City in relation to a subcontractor shall create any contractual relationship between any subcontractor and the City. The proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall present a copy thereof to the City before commencement of any work by the subcontractor. Proposer's violation of this provision shall be grounds for the City's termination of any agreement with Proposer for default, without notice or opportunity for cure. In addition, by submitting a response to this RFP, Proposer agrees to indemnify, defend, and hold the City harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the City to investigate, defend, or settle any such claim.

F. GENERAL INFORMATION

1. The successful proposer shall take affirmative action in complying with all federal, state and local labor and employment laws.
2. Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.
3. Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that it cannot complete its response without additional information, it may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.
4. Oral explanations and/or instructions given before the award shall not be binding on the City. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, provided that information is

necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

5. All amendments to and interpretations of this solicitation shall be in writing and signed by an authorized representative of the City. Any amendments or interpretations that are not signed and in writing shall not legally bind the City or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, email (with signed amendment scanned and attached in PDF), to the City Manager (powellj@dublinga.org)

G. INSURANCE REQUIREMENTS

To contract with the City of Dublin City Council, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Dublin City Council as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Dublin City Council as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles, with the City of Dublin City Council as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Dublin City Council.
- All insurance policies must provide that the City of Dublin City Council will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to the above requirements, of at least **\$1,000,000** each claim.

H. SUBMITTAL REQUIREMENTS

1. Name, address, telephone number, email address of company.
2. List of current stockholders, officers or principals of the company and a current organizational chart for the company.
3. List the contract completion dates of at least two similar projects
4. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
5. Submit information describing the company's safety program and substance abuse program.
6. Submit information describing your company's quality control program.
7. Describe how your company will provide job site security.
8. Submit a sample contract for the performance of the work outlined in this RFP.

I. RESERVED RIGHTS

Issuance of this RFP does not constitute a commitment on the part of the City of Dublin to award a contract pursuant to this RFP.

1. The City shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the City's best interest.
2. The City shall reserve the unqualified right to waive technicalities or irregularities of any kind in response to this RFP.
3. In all cases, the City shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.
4. The City may reject any proposal that fails to conform to the essential requirements of this RFP.
5. The City may reject any proposal that does not conform to the applicable specifications unless the RFP authorizes the submission of alternate proposals, and the services offered as alternates meet the requirements specified in the RFP.
6. The City may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
7. The City may reject a proposal when the Proposer imposes conditions that would modify requirements of this RFP or limit the Proposer's liability to the City, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the City may reject proposals in which the Proposer:
 - I. Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined;
 - II. Fails to state a fee schedule, if one is required.
 - III. A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
 - IV. Any proposal may be rejected if the City Manager's Office determines in writing that it is unreasonable as to price. The unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
 - V. Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
 - VI. Proposals received from any person or company that are suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason is given, and a determination otherwise is made.
 - VII. The City Manager's Office must reject Proposals received from entities determined to be non-responsible.
 - VIII. The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the documents relating to the RFP.
 - IX. After submitting a proposal, if all of a Proposer's assets, or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the City Manager's Office may reject such a proposal.

J. OWNER QUESTIONS

Any vendor that submits a proposal may be requested to provide additional information to the City. Such information is only for the purpose of clarification and in no way changes the vendor's proposal as originally submitted. The City reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

K. COSTS OF PROPOSALS

The City is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP.

L. EQUAL OPPORTUNITY

The City prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The successful Proposer, if any, must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any approved subletting or subcontracting by the Proposer subjects subcontractors to the same provision. The Proposer agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

M. ACCESS TO PUBLIC RECORDS ACT NOTICE

Each Proposer should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

N. GENERAL CONDITIONS

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. The Proposer has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
4. The Proposer has not solicited or induced any person, firm or corporation to refrain from bidding.
5. The Proposer has not sought by collusion to obtain for itself any advantages over any other bidder or over the City of Dublin.

O. DRUG FREE WORKPLACE

The City of Dublin is a drug free workplace and contractors are to abide by the Federal Drug Free Workplace Act of 1988 41 U.S Code § 8102.

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the

unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Certification: If Contractor is an entity other than an individual, it hereby certifies that:

- i. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
- ii. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

P. INDEMINIFACATION

The Proposer shall indemnify, defend, and hold harmless the City, its employees, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer's work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the City or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the City. Upon request of the City, Proposer shall, at no cost or expense to the City, defend any suit asserting a claim for any loss, damage, or liability specified above, and Proposer shall pay any costs and attorney's fees that may be incurred by the City in connection with any such claim or suit or in enforcing the provisions of this paragraph.

Q. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM

The City of Dublin participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The Act is explained in detail in this document. ***Additionally, there are three documents included that must be completed and returned to the City of Dublin with your bid package, as applicable.*** These are:

1. Contractor Affidavit and Agreement
2. Subcontractor Affidavit – if applicable
3. Sub-subcontractor Affidavit – if applicable

Failure to return the completed documents, if required, shall result in disqualification of the bid in its entirety

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same. Please sign below to acknowledge you have read and understand the RFP requirements.

PROPOSER

Name of Firm

By: _____

Name: _____

Title: _____

COMPANY INFORMATION

1. Firm: _____

2. Address: _____

3. Telephone: _____

4. Entity Type: Individual _____ Partnership _____ Corporation _____

5. License Number/s: _____

Class: _____

License Holder: _____

6. Have you or any of your principals ever been licensed under a different name or different license number? _____

If yes, give name and license number:

7. Attach Organizational Chart

8. Number of years in the industry: _____

9. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____

If yes, give dates, names, and addresses of surety and details.

10. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to the principals' association outside of the firm. _____

If yes, explain:

11. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm.

If yes, explain: _____

12. Have you or any of your principals ever failed to complete a contract in the last three (3) years? Response must include information pertaining to the principals' association outside of the firm. _____

If yes, explain:

13. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the City of Dublin? _____

If yes, explain:

14. Please attach a list of at least three (3) references where you had contracts of similar nature within the last three (3) years. Include their name, address, phone number, contact as well as original contract amount and type of contract.

15. Please attach resumes of person (s) who will serve under our contract and of the person that will be the City of Dublin's point of contact.

16. How many employees are in your company? _____

I certify and declare under penalty of perjury under the laws of the State of Georgia that the foregoing Information Required of the Firm making the Proposal provided by me herein is true and correct. Executed this _____ day of _____, 2025.

Name of Entity: _____ By: _____

Print Name: _____ Title: _____

Notary: _____

My Commission Expires: _____ Affix Seal

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM OVERVIEW

I. Federal Work Authorization Program Registration

As of July 1, 2007, the Georgia Security and Immigration Compliance Act (GSICA) requires counties and other public employers, along with contractors and subcontractors doing business with public agencies, to register and participate in a federal work authorization program to verify work eligibility of all new employees.

[OCGA § 13-10-91 (a)]

Registration/Access. According to regulations of the Georgia Department of Labor, the applicable federal work authorization program is the “E-Verify Program” operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) and the Department of Homeland Security (DHS). An employer’s participation in E-Verify is currently free to employers. Users can access the web-based program at <https://www.vis-dhs.com/EmployerRegistration>. To participate, an employer must register online and accept the electronic Memorandum of Understanding (MOU). If you need assistance in completing the registration process or need additional information relating to E-Verify, call the USCIS Verification Office toll free at 1-888-464-4218.

[Georgia Department of Labor Rules, §§ 300-10-1-.01 and .02]

Certification of Registration and Participation. Each county and other public employer must certify that it has registered and is participating in the E-Verify Program. For counties, certification is accomplished by transmitting a copy of all documents required for registration and participation including the required Memorandum of Understanding and the E-Verify Program ID number to the chairman/CEO/mayor of the county or consolidated government.

[Georgia Department of Labor Rules, § 300-10-1-.04]

Monitoring New Employee Work Eligibility. Each county and other public employer must designate an individual to monitor compliance with the employee eligibility verification requirements of the new law and maintain necessary records.

[Georgia Department of Labor Rules, § 300-10-1-.05]

II. Agreements Between Public Employers and Contractors/Subcontractors

The GSICA also phases in a requirement that bars counties and other public employers from entering into agreements with contractors/subcontractors for the “physical performance of services” unless the contractor/subcontractor registers and participates in a federal work authorization program to verify work eligibility. Under GSICA, a subcontractor is defined to include subcontractors, contract employees, staffing agencies, or contractors.

[OCGA § 13-10-91 (b)(1) and (2) and Georgia Department of Labor Rules, § 300-10-1-.02]

Phase-In Schedule. The contracting requirements of the GSICA are to be implemented as follows:

- (a) Beginning July 1, 2007, public employers, contractors and subcontractors with 500 or more employees.
- (b) Beginning July 1, 2008, public employers, contractors and subcontractors with 100 or more employees.
- (c) Beginning July 1, 2009, all public employers, contractors and subcontractors.

[OCGA § 13-10-91 (b)(3) and Georgia Department of Labor Rules, § 300-10-1-.02]

Evidence of Contractor/Subcontractor Compliance. Each agreement between a public employer and a contractor/subcontractor for the physical performance of services will have to include a provision that compliance with OCGA § 13-10-91 is a condition of the contract. In addition, each contract must include a requirement that the contractor/subcontractor execute an affidavit verifying compliance with OCGA § 13-10-91. The affidavit must be in a form consistent with the sample affidavits included in the Georgia Department of Labor Rules.

[Georgia Department of Labor Rules, §§ 300-10-1-.03 and .07]

Public Transportation Contracts. The Georgia Department of Labor Rules apply generally to contracts between a public employer and a contractor/subcontractor. Exception: rules and forms related to agreements relating to “public transportation” are to be promulgated by GDOT.

[OCGA § 13-10-91 (d)]

III. Access to Federal, State and Local Benefits

Counties and other public agencies must verify that a person who applies for federal, state or local benefits (as defined in 8 U.S.C. Sections 1611 and 1621) is lawfully within the United States by requiring the applicant to sign an affidavit specifying that he or she is a citizen, legal permanent resident, or a qualified alien or nonimmigrant.

[OCGA § 50-36-1]

Verification. For aliens seeking benefits that claim to be lawfully present in the U.S., eligibility for benefits must be determined through the Systematic Alien Verification of Entitlement (SAVE) program operated by the U.S. Citizenship and Immigration Services (USCIS) and Department of Homeland Security (DHS). To join the SAVE Program and acquire access to the VIS-CPS (Verification Information System (VIS), Customer Processing System (CPS)) to perform immigration status verification, an agency must first establish a Memorandum of Understanding (MOU) with the SAVE Program, and then establish a purchase order with the SAVE Program contractor to pay for VIS-CPS transaction fees. Access to SAVE is subject to USCIS resource limitations or other legal or policy criteria. To request participation in SAVE and to begin the MOU process, please access the following website to register:

<https://www.vis-dhs.com/agencyregistration>. For more information on the SAVE Program, please call 1-888-464-4218.

Public Benefits Defined. Generally, public benefits are defined to include any grant, contract, loan, professional license, or commercial license provided by federal, state or local government; and, any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment assistance or similar benefit. *[8 U.S.C. Sections 1611 and 1621]*

Benefits Excluded. Generally, the verification requirements do not apply when the following public benefits are applied for:

- (1) Treatment of emergency medical conditions;
- (2) Short term, non-cash emergency disaster relief;
- (3) Immunizations;
- (4) Certain in kind programs or services (such as soup kitchens and crisis counseling) delivered by public and nonprofit agencies that are necessary for the protection of life or safety when approved by the U.S. Attorney General;
- (5) Prenatal care;
- (6) Postsecondary education under specified circumstances;
- (7) Certain community development assistance or financial assistance programs administered by HUD; and
- (8) Other Federal programs including certain social security and medicare benefits under specified conditions. *[OCGA § 50-36-1 (c) and 8 U.S.C. Sections 1611 and 1621]*

Note that it is unlawful for a county or other public agency to provide any federal, state or local benefit in violation of *OCGA § 50-36-1*. An annual report is to be prepared regarding the requirements of the new law.

Regarding the details of the verification requirements, benefits covered and exclusions, please see the Federal statutes cited above.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Executed on _____, 20__ in _____.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Contractor) on behalf of _____ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-contractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor Name of Project

Name of Public Employer

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

Executed on _____, 20__ in _____.

Signature of Authorized Officer or Agent Printed Name & Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____.

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and _____ Contractor) on behalf of _____ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 20____ in _____.

Signature of Authorized Officer or Agent

Printed Name & Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____.

Conflict of Interest Statement

As a duly authorized representative of the firm _____

I, _____ with the title _____ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for The City of Dublin, GA Government, that no employee of The City of Dublin, GA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for The City of Dublin, GA Government.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract _____ I, _____ with the title _____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Indemnity Agreement

This indemnity agreement made and entered into in favor of CITY OF DUBLIN a municipal corporation, by _____.

WHEREAS has submitted a bid to CITY OF DUBLIN so as to provide _____

NOW, THEREFORE, as an additional consideration in CITY OF DUBLIN awarding the bid to _____.

_____ agrees to indemnify and hold harmless CITY OF DUBLIN, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of CITY OF DUBLIN, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to CITY OF DUBLIN's sole negligence or willful misconduct of CITY OF DUBLIN.

_____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority day of _____, 2025.

[CORPORATE NAME]

By: _____

Title: _____

Attest: _____

Title: _____

BID BOND
RFP # 25-0407-01 – 2300 Peacock Drive Storm Drain Replacement

The undersign further agrees that, in case of failure on his part to execute the said contract and the bond within thirty (30) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid and the monies payable thereto shall be paid into the funds of the owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is:

Certified check on the _____ Bank of _____
OR
Bid Bond by the _____ in the
amount of _____ Dollars
(\$ _____)

Made payable to the City of Dublin, Georgia in accordance with the conditions of the advertisement and provisions herein:

Date: _____
Company: _____
By: _____
Title: _____
Address: _____
Telephone/Contact # _____

NOTE:

If the Bidder is a corporation, the proposal shall be signed by an *officer of the corporation*;
If a partnership, it shall be signed by a *partner*;
If signed by other, *authority for signature* shall be attached.

Full names and residences of persons and firms interested in the foregoing bid, as principal, are as follows:

NO IRREVOCABLE LETTER OF CREDIT WILL BE ACCEPTED

PAYMENT BOND DOCUMENT
RFP # 25-0407-01 – 2300 Peacock Drive Storm Drain Replacement

KNOW ALL MEN BY THE PRESENTS, that we _____
(ADDRESS) hereinafter called “Principal” and _____, (Name & Address of Surety)
_____ of _____ State of _____, hereinafter called the “Surety” are held and firmly bound unto _____ hereinafter called the “Owner” in the penal sum of _____ Dollars (\$_____.00). Lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a certain contract with the Owner dated the _____ day of _____, 20____ for the construction of:

RFP # 25-0407-01 – 2300 Peacock Drive Storm Drain Replacement

Which said contract is incorporated hereby by reference and made a part hereof, and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THE OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material supplied in the prosecution of the work provided for in said Construction Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demand, liens or suits and tendered defense of such claims, demands, liens or suits to the Principal and the Surety and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with the Principal, have given notice to the Surety (at the address described in paragraph 12) and sent a copy or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy the amount of the claim.
- 4.2. Claimants who do not have a direct contract with the Principal:
 - 4.2.1. Have furnished written notice to the Principal and sent a copy, or notice thereof, to the Owner within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2. \Have either received a rejection in whole or in part from the Principal, or not received with 30 days of furnished the above notice any communication from the Principal by which the Principal has indicated the claim will be paid directly or indirectly: and
 - 4.2.3. Not having been paid within 30 days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Principal.
5. If a notice required by paragraph 4 is given by the Owner to the Principal or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payment made in good faith by the Surety.
8. Amounts owned by the Owner to the Principal under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under Construction Performance Bond. By the Principal furnishing and the Owner accepting this Bond, they agree that all funds earned by the Principal in the performance of the Construction Contract are dedicated to satisfy obligations of the Principal and the Surety under this Bonds, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Principal that are unrelated to the Construction Contract. The Owners shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, file notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to relate subcontractors, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction at the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by subparagraph 4.1 or Clause 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Principal shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirements shall be deemed deleted therefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS:
 - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Principal to furnish labor, material, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, material, or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Principal and the Principal’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, material; or equipment were furnished.
 - 15.2. Construction Contract: The agreement between the Owner and the Principal identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Principal as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day _____ 20__.

CONTRACTOR AS PRINCIPAL:

Principal Authorizer (Print)

Principal Authorizer Signature

Principal Authorizer Title (Print)

Principal Secretary (Print)

Principal Secretary Signature

Witness (Print)

Witness Signature

Witness Address

SURETY:

Surety Company (Print)

Surety Company Attorney-in-Fact (Print)

Attorney-in-Fact Signature

Surety Secretary (Print)

Surety Secretary Signature

Witness (Print)

Witness Signature

Witness Address

Payment Bond Notes:

1. Date of Bond must not be prior to date of Contract. If Principal is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a Georgia resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND DOCUMENT
RFP # 25-0407-01 – 2300 Peacock Drive Storm Drain Replacement

KNOW ALL MEN BY THE PRESENTS, that we _____
(ADDRESS) hereinafter called “Principal” and _____, (Name & Address of Surety)
_____ of _____ State of _____
_____, hereinafter called the “Surety” are held and firmly bound unto _____ hereinafter called the “Owner” in the penal sum of _____ Dollars (\$_____.00). Lawful money of the United States of America, to be paid to OWNER, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a certain contract with the Owner dated the _____ day of _____, 20____ for the construction of:

RFP # 25-0407-01 – 2300 Peacock Drive Storm Drain Replacement

Which said contract is incorporated hereby by reference and made a part hereof, and is hereinafter referred to as the Construction Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees in the execution or performance of said Construction Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

1. The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Principal performs the Construction Contract, the Surety and the Principal shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety’s obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Principal and the Surety at its address described in paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing

- the Construction Contract. If the Owner, the Principal and the Surety agree, the Principal shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
- 3.2. The Owner has declared a Contractor Default and formally terminated the Principal's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Principal and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense, take one of the following actions:
- 4.1. Arrange for the Principal, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability in whole or part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Principal's right to complete the Construction Contract, and if the Surety elects to act under Subparagraphs 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Principal under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of cost and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Principal for correction of defective work and completion of the Construction Contract:
 - 6.2. Additional legal, design professional and delay cost resulting from the Principal's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Principal.
7. The Surety shall not be liable to the Owner or others for obligations of the Principal that are unrelated to the Contract, and the Balance of the Contract Price shall not reduce or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Principal Default or within two years after the Principal ceased working within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of the paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Principal shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS:
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Principal under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Principal is entitled, reduced by all valid and proper payments made to or on behalf of the Principal under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Principal, including all Contract Documents and changes thereto;
 - 12.3. Contract Default: Failure of the Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Principal as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day _____ 20__.

CONTRACTOR AS PRINCIPAL:

Principal Authorizer (Print)

Principal Authorizer Signature

Principal Authorizer Title (Print)

Principal Secretary (Print)

Principal Secretary Signature

Witness (Print)

Witness Signature

Witness Address

SURETY:

Surety Company (Print)

Surety Company Attorney-in-Fact (Print)

Attorney-in-Fact Signature

Surety Secretary (Print)

Surety Secretary Signature

Witness (Print)

Witness Signature

Witness Address

Performance Bond Notes:

1. Date of Bond must not be prior to date of Contract. If Principal is a Partnership, all partners should execute bond.
2. Bond must be countersigned by a Georgia resident agent.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

2300 Peacock Drive Storm Drain Replacement

STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION

(STATE OF GEORGIA)
(CITY OF DUBLIN)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
- (2) The Proposer hereby provides the following representations and assurances:
 - (a) The Proposer represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this RFP, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 3 (the "Proposal Form") of this RFP. The Proposer further represents that it has correlated its Proposal with the requirements of this RFP; and
 - (b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this RFP; and
 - (c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this RFP; and
 - (d) The Proposer has not colluded with other Proposers possibly interested in this RFP in arriving at or determining prices and conditions to be submitted; and
 - (e) No person associated with Proposer's firm is an employee of the City. Should Proposer, or Proposer's firm have any currently existing agreements with the City, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

NAME OF FIRM

By: _____ Print Name: _____

Title: _____ Date: _____

SECTION 2.

PART 1 – GENERAL

1) **Introduction:**

The City of Dublin (the “City”) has a need to supply material Storm Drain Replacement on 2300 Peacock Drive for the City of Dublin, GA 31021.

2) **Project Information:**

The City is seeking to replace its Storm Drain System at 2300 Peacock Drive per the written scope of work that follows.

3) **Scope of Services:**

- A. **CURRENT:** Current Storm Drain at 2300 Peacock Drive, Dublin, GA 31021 is out of date and is need of replacement.
- B. **OBJECTIVE:** To upgrade and replace the existing Storm Darin at 2300 Peacock Drive, Dublin, GA 31021 to a current, professional standard.
- C. **INTERPRETATION:** All questions about the definition and intent of these specifications shall be directed to the Purchasing Director, David Sawyer, so designated by the City.
- D. **EXAMINATION OF SITE AND SPECIFICATIONS:** Before submitting a proposal, each Company must:
 - Examine the specification and scope of work thoroughly.
 - Contact Purchasing Director David Sawyer with any questions sawyerd@dublinga.org about the 2300 Peacock Drive Storm Drain Replacement.
 - Familiarize themselves with all local laws, ordinances, rule and regulations affecting the performance of the work.
 - Carefully correlate observations with the requirements of the specifications.
 - Any cost incurred or implied in the preparation of this proposal will be at the expense of the company submitting the proposal. The City will not honor any request for reimbursement of costs incurred.
 - i. The submission of a proposal will constitute an incontrovertible representation by the submitting company that they have complied with all of the above requirements.
- E. **SPECIFICATIONS:** Full renovation of the specified areas, but is not limited to:
 - **Pipe** – Remove and dispose of approximately 140 feet of 30-inch diameter corrugated metal pipe and replace with approximately 140 feet of 30-inch ADS HP Storm Pipe. A connection from an existing catch basin to an existing junction box is required using proper brick/grouting. Provide lump sum price.
 - **Concrete Driveway** – Remove/dispose of and replace concrete driveway/sidewalk. Provide square yard price for approximately 75 square yards.
 - **Catch Basin Lid** – Remove/dispose of and replace the existing street catch basin lid with a new lid that includes a manhole access ring and cover cast into the lid. Provide lump sum price.
 - **Landscaping** – Replace all disturbed grass with appropriate sod as well as any landscaping including trees, plant, bushes, shrubs, etc. Provide lump sum price.
 - **Irrigation and Pet Fence System** – Repair any damage to existing irrigation and pet fence system. Provide lump sum price.

- **Curb & Gutter/Pavement** – Remove/dispose and replace curb & gutter and pavement as necessary. Pavement will include 6” of graded aggregate base and 2” of hot mix asphalt. Provide a linear footage price that includes all.
- **Utilities** – Protect all underground utilities/services including but not limited to water, sewer, natural gas, power, and communications.

Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement.

It is understood and agreed that if awarded, the party making the Proposal will execute and deliver to the City the Agreement, as well as certificates of insurance on or before the tenth (10th) day following receipt of the City's Notice to Proceed.

It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the City within the time specified, the Proposal security shall be forfeited to the City.

The party making the proposal hereby certifies that it has all required licenses necessary to provide all services contemplated in this RFP; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

It is understood and agreed that if requested by the City, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the City sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.

The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of Georgia.

Name of Firm: _____

By: _____ Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____ Date: _____



**CITY OF DUBLIN
P.O. BOX 690
DUBLIN, GA 31040**

NO BID RESPONSE

IF FOR SOME REASON YOU ARE NOT BIDDING ON THIS PROPOSAL, PLEASE COMPLETE THE FOLLOWING AND RETURN TO THE ADDRESS BELOW BEFORE THE BID DEADLINE STATED ON THE ORIGINAL SCHEDULE.

REASON(S) FOR NO BID:

CANNOT SUPPLY AT THIS TIME

ENGAGED IN OTHER WORK

QUANTITY TOO SMALL

JOB TOO LARGE

CANNOT MEET REQUIRED DELIVERY

OPENING DATE DOES NOT ALLOW SUFFICIENT TIME TO PREPARE BID

EQUIVALENT NOT PRESENTLY AVAILABLE

OTHER REASON OR REMARKS:

COMPANY OR FIRM NAME

SIGNATURE

TITLE

DATE

RETURN TO: City of Dublin
Purchasing Department
PO Box 690
Dublin, GA 31040