



**INVITATION TO BID**  
**FOR**  
**PIPE AND MATERIALS**  
**FOR THE**  
**WEST DOWNTOWN SEWER PROJECT**

**City of Clayton, Georgia**

**February 7, 2023**

Cut along the outer border and affix this label to your sealed proposal envelope (bid envelope) to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested. Bids will not be accepted without this affixed to the official submitted sealed bid.

Please cut out the label in the box below and affix to the bid envelope that contains your bid documents.

SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO:	ITB 2023-02
PROPOSAL TITLE:	Pipe and materials for the West Downtown Sewer Project
DUE DATE & TIME:	March 13, 2023 BY 2:00 PM
SUBMITTED BY:	<hr/> (Name of Company)
DELIVER TO:	CITY OF CLAYTON, GEORGIA CITY CLERK 837 HIGHWAY 76 W CLAYTON, GA 30525
DATE & TIME RECEIVED:	<hr/> (Time to be stamped by City)

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# SECTION 1. Invitation to Bid

## 1.1 Invitation to Bid

- 1.1.1 The City of Clayton, Georgia (“Owner” and “City”) extends this Invitation to Bid (“ITB”) to solicit a bid (“Bid”) from Bidders for Supplies (“Supplies”) for the West Downtown Sewer Project (“Project”).

## 1.2 Schedule

- 1.2.1 Bidder shall identify when all listed materials can be delivered to City Hall for the Project. Since delivery schedule will be an evaluation criterion for this bid, Bidders must agree to liquidated damages of \$500 per calendar day for each day the delivery of all materials falls after the bidders proposed delivery date.
- 1.2.2 Materials may be delivered to the City for storage as they come available, however, the schedule is based on the delivery of the final materials to complete the order. Coordinate with the Public Works Director for each delivery.

## 1.3 Background and Project Scope of Work

### 1.3.1 Background

- A. The City has designed a replacement \ realignment sewer line from Derrick Street, along Church Street and Hiawasse Street, then parallel to Scott Creek to Shadyside Drive due to aging infrastructure. Due to the current economic situation and supply chain challenges, the City desires to purchase the major supplies separately to minimize schedule impacts to the Contractor. Since GEFA loan money is being used for this project, materials are being competitively purchased through this ITB.

### 1.3.2 Project Scope of Work

- A. The City desires to enter into a contract with a supplier to deliver 8-inch PVC and 8-inch PVC & DIP sewer pipe and assorted fittings. The scope of work must be in compliance with Attachment A - Minimum Technical Requirements.

## 1.4 Procurement Process

- 1.4.1 The procurement and the provision of Services will be in accordance with the City’s Purchasing Policy, the Georgia Code Title 36, Chapter 91, Article 2 §36-91-20 and §36-91-21 and this ITB. Selection of the Contractor will be made using a one-step competitive sealed proposal procurement and selection process that will award the project to the responsible and responsive

Bidder whose Bid is determined to be the most advantageous taking into consideration the evaluation factors set forth in the ITB.

- 1.4.2 The ITB can be downloaded from the City's website: <https://cityofclaytonga.gov/bid-opportunities/>
- 1.4.3 This site will be updated periodically with Addenda, procurement and ITB information, questions/responses, and other information relevant to the procurement of the Project. Bidders are encouraged to routinely monitor the site. Addenda will also be emailed to contractors who participate and sign-in at the Pre-bid meeting.
- 1.4.4 Questions regarding this ITB and project are to be submitted by email, to the City Contact. Modifications to the ITB can only be made by Addenda. Deadline for questions is specified in Section 1.5.2 Please email questions to:
- City Contact: Rhonda Lunsford, City Clerk (cityclerk@cityofclaytonga.gov)
- 1.4.5 Services required consist of supplies ("supplies") as further described in the ITB included in the ITB.
- 1.4.6 The City encourages DBE participation in this project.
- 1.4.7 The Owner intends to issue a purchase order based on selection of a Bidder from this ITB.

## 1.5 Delivery of Bids and Procurement Schedule

- 1.5.1 For the Bid to be accepted, deliver the Bid to the address shown below no later than 2:00 PM on March 13, 2023. Bids received after this time will be rejected and returned unopened. Address Bids to:

Rhonda Lunsford, City Clerk  
Clayton City Hall  
837 Highway 76 W  
Clayton, GA 94517

### 1.5.2 Procurement Schedule

Activity	Date
ITB Issuance	February 7, 2023
Bid Preparation Period	February 7 to March 13
Deadline for Questions	February 22, 2023
Final Response to Questions	March 1, 2023
Submission of Bids	March 13, 2023
Review and evaluation of Bids	March 13 – March 21
Recommendation by Committee	March 21, 2023

Council Award	March 21, 2023
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- 1.5.3 The Owner assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this ITB. All such costs shall be borne solely by each Bidder.

## 1.6 Point of Contact

- 1.6.1 To ensure fairness during the procurement process, until the Agreement is executed, each of the Bidders and their employees, representatives and agents shall not contact any Owner's staff, member of selection committee, City Council member, or any other official, employee, representative or consultant of the Owner involved with this procurement process other than the Point of Contact: Rhonda Lunsford (City Clerk).
- 1.6.2 All communications are subject to distribution to all of the Bidders except that Owner will endeavor to prevent disclosure to other Bidders' information unique to a particular Bidder or otherwise identified as proprietary or confidential by a Bidder. The Owner will share with all Bidders all addenda to this ITB including any revisions based on its review of Bidder comment and questions concerning this ITB. The Owner disclaims the accuracy of information derived from any source other than the Owner Representative Contact identified above, and the use of any such information is at the sole risk of the Bidder. Only answers and responses issued by formal addenda shall be final and binding upon the Owner. Oral and other interpretations shall be without legal effect and Bidder shall not rely on such oral and other interpretations.

## SECTION 2. Instructions for Bidders

### 2.1 Defined Terms

2.1.1 Terms used in the Invitation to Bid will have the meanings as defined below.

2.1.2 For purposes of this ITB and when used elsewhere in the Contract Documents, the following definitions shall apply:

- A. Supplier means the Bidder selected for the Project and issued a purchase order for the supplies.
- B. Bid means the bid package submitted by a Bidder in accordance with the ITB.
- C. Bidder means the corporate entity or firm that submits the Bid in response to this ITB and seeks to be awarded the Agreement with the Owner for the Project and if selected for the Project will fulfill a purchase order issued by the City.
- D. Invitation to Bid (ITB) means this solicitation document which requests Bids from interested Bidders in the form of a competitive sealed bids in accordance with Georgia Code Title 36 Chapter 91 Article 2 § 36-91-20 and § 36-91-21.
- E. Supplies means those items and materials described in this ITB which shall be in compliance with Attachment A - Minimum Technical Requirements.
- F. Subcontractor means an individual or entity having a direct contract with the Supplier to perform any part of the Work.

### 2.2 Requests For Bids

2.2.1 Neither Owner nor Owner's Representatives and Consultants assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete ITB.

2.2.2 Prior to the Bid submission deadline stated in this ITB, submit all questions about the meaning or intent of the ITB, Addenda and the related supplemental information to the Point of Contact as indicated in the ITB. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda. Addenda will be transmitted by email and posted on the City website.

2.2.3 Owner will make copies of ITB available on the above terms only for the purpose of obtaining Bids to determine the Bidder that offers the most advantageous Bid for this Project and does not confer a license or grant permission or authorization for any other use. The ranking will be in accordance with the evaluation criteria and weighting described in the ITB.

## 2.3 Bid Submittal

- 2.3.1 Bidders are required to submit a Bid for consideration for the award of the Purchase Order for the Supplies.
- 2.3.2 The City is exempt from Georgia state sales and use taxes on materials and equipment. Said taxes must not be included in the bid.
- 2.3.3 The Bid shall be completed and submitted in accordance with Section 3 of the ITB.
- 2.3.4 Before submitting a Bid:
  - A. Examine and carefully study the ITB, including any Addenda and the related supplemental information identified in the ITB.
  - B. Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, or the provisions of the Services.
  - C. Carefully study and correlate the information known to Bidder with the ITB, Addenda and the related supplemental information identified in the ITB.
  - D. Promptly give Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the ITB, Addenda and the related supplemental information. Determine that the ITB, Addenda, and the related supplemental information are generally sufficient to indicate and convey understanding of all terms and conditions for completion of the Services.
  - E. Pursuant to Georgia law, any trade secrets that are required by law, regulation, bid, or request for proposal to be submitted to the City are exempt from disclosure under the Open Records Act. However, this exemption applies only in specific circumstances. If records containing trade secrets are submitted to the City, and the submitting company wants to protect the trade secrets contained in those records from disclosure, an affidavit must be attached to the records stating that specific information in the records is a trade secret. Please note, a company cannot merely mark otherwise open records with “confidential” or “proprietary” in order to protect such records from disclosure. The affidavit must be submitted with the records when they are first provided to the City, and the affidavit should affirmatively declare that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code. The submitted affidavit should clearly identify the information and/or records that constitute trade secrets, and must provide the specific location of such trade secrets in the records submitted (i.e. page(s), section(s), etc.). If the City does not receive an affidavit identifying specific information as trade secrets, the trade secret exemption will not apply. Upon receiving a request for such records under the Open Records Act, the City will respond in accordance with O.C.G.A. 50-18-72(a)(34) and other applicable law.



## 2.4 Protest of Bids

- 2.4.1 Right to Protest: Any actual firm, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Point of Contact. The protest shall be submitted in writing within five (5) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 2.4.2 The Point of Contact shall have authority to settle and resolve a protest of an aggrieved offeror concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the Point of Contact shall issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken. This decision shall be final and conclusive, unless the firm appeals administratively within five (5) days after receipt of decision to the City of Clayton. Any protest taken to the City of Clayton or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

## 2.5 Withdrawal of Bid

- 2.5.1 Bidders may withdraw a Bid by providing a written request, duly executed by an authorized representative, and delivered to the Owner at any time prior to the Bid submittal deadline. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Bidder.

## 2.6 Opening of Bids

- 2.6.1 Bids will be publicly opened at the time and place indicated in this ITB. Owner will publicly acknowledge receipt of Bids received in time to be considered. The names of Bidders submitting a Bid will be read aloud at this time and place. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## 2.7 Evaluation of Bids

- 2.7.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 2.7.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 2.7.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and will consider alternate bids, allowances, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 2.7.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 2.7.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 2.7.6 If the Purchase Order is to be awarded, Owner will award the Purchase Order to the Bidder whose Bid is in the best interests of the City and the Project.
- 2.7.7 In determining the lowest responsible Bidder, Owner shall take into consideration stated date for delivery of the supplier as proposed by the Bidder.
- 2.7.8 In determining the responsive Bidder, Owner shall take into consideration bidder's compliance with the requirements of Georgia Code Title 50, Chapter 5, Article 3 §50-5-67.
- 2.7.9 Owner reserves the right to reject Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work described therein.
- 2.7.10 Should the Owner adjudge that the apparent low Bidder is not the lowest responsible Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid security shall be returned.
- 2.7.11 If the Contract is to be awarded, the Owner reserves the right to award contracts to the lowest responsive, responsible bidder in the manner described above.
- 2.7.12 Grading criteria shall be: 50 points for cost, 45 point for delivery date and 5 points for DBE suppliers or use of DBE subcontractor for at least 20% of the Purchase Order value.

## 2.8 Validity of Bids

- 2.8.1 The Bid will remain in full force and effect for sixty (60) days after the Bid submission date.

## 2.9 Responsible and Responsive

- 2.9.1 A responsible Bidder is a Bidder that has the capability in all respects to perform fully and reliably the contract requirements.” The terms “fully” and “reliably” authorize the City to consider two distinct categories of criteria: whether the Bidder has the ability to perform, and whether the Bidder is dependable to perform all as determined solely by the City.
- 2.9.2 A responsive Bidder submits a Bid that meets all the requirements of the ITB and conforms to the material terms and conditions of the ITB, all as determined solely by the City. Any deviation from the requirements of the ITB may be considered non-responsive. However, the City can waive minor deviations
- 2.9.3 The City will reject a Bid if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the ITB or contains information that does not appear to demonstrate an ability to meet the ITB requirements, all as determined solely by the Owner. The Owner will apply reasonable judgment, balance and discretion in deciding whether a Bids responsive.

## 2.10 Owner Not Responsible for Assumptions by Bidders

- 2.10.1 Each Bid shall present the assumptions that the Bidder has incorporated into its Bid. Neither the acceptance by the Owner of a Bid, nor the participation of the Owner at any interview with the Bidder, nor the decision of the Owner to enter into the Agreement, shall in any way be interpreted as an agreement or approval by the Owner that the assumptions are reasonable or correct or that the Owner accepts any liability for the Bidder’s Bid. The Owner specifically disclaims responsibility or liability for any Bidder’s assumptions in developing its Bid.

## 2.11 Rights and Reservations of the Owner

- 2.11.1 In connection with this procurement process, including Bids and their evaluation, the Owner reserves to itself all rights (which rights shall be exercisable by the Owner at its sole discretion) available to it under applicable law, including without limitation, the following with or without cause and with or without notice:
  - A. The right to cancel, withdraw, postpone or extend ITB in whole or in part at any time prior to the award of the Agreement without incurring any obligations or liabilities.
  - B. The right to issue a new ITB or to revise and modify, at any time prior to the Bid submittal date, information included in the ITB including but not limited to the dates set or projected and factors to be considered in evaluating Bids and the responsibilities of the Bidders.
  - C. The right to modify the procurement schedule.
  - D. The right to waive deficiencies, informalities and irregularities in a Bid and accept and review a non-conforming Bid.

- E. The right to suspend and terminate the procurement process or to terminate evaluations of Bids received at any time.
- F. The right to correspondence with the Bidders to seek an improved understanding of Bids at any time.
- G. The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the Bids.
- H. The right to appoint and change appointees of any selection committee.
- I. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- J. The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this ITB.
- K. The right to seek clarifications from any Bidder to fully understand information provided in the Bid.
- L. The right to request additional information from a Bidder during the evaluation of Bids.
- M. The right to reject a Bid containing exceptions, additions, qualifications or conditions not called for in the ITB.
- N. The right to conduct an independent investigation of any information, including prior experience identified in a Bid by contacting project references, accessing public information, contacting independent parties or any other means.

## SECTION 3. Bid

### 3.1 Bid Submission

- 3.1.1** Bidder shall provide an original Bid and three (3) printed copies of the Bid. The Bid shall consist of ITB Form 5 Cost Proposal.
- 3.1.2** Bidder shall enclose the Bid and copies in an opaque sealed envelope with the label from the front of the ITB. If the package is being delivered by a third party, the bid envelope shall be placed inside an outer envelope for delivery purposes.
- 3.1.3** The Bidder assumes full responsibility for ensuring that the Bid and copies arrive at the prescribed location before the prescribed time.

### 3.2 Requirements for the Bid

- 3.2.1** The Bid must include, as a minimum, the items described in this section. Failure to submit the required information in the Bid may result in the Owner considering the Bid as non-responsive and may result in rejection of the Bid by the Owner.
- 3.2.2** Bidders must provide the information requested below at a minimum. Failure to include the information completely and clearly may result in disqualification of Bid.
- ☐ Bid Form 1 - Cost Proposal
  - ☐ Bid Form 2 – DBE Participation
  - ☐ Bid Form 3 - Direct Financial Questions
  - ☐ Bid Form 4 - Contractor Affidavit
  - ☐ Bid Form 5 - Non-Collusion Affidavit

### 3.3 Bid Format

#### **3.3.1** Cost Proposal (Bid Form 1)

- A. Bidder shall complete and include Bid Form 1 - Cost Proposal.

#### **3.3.2** Disadvantaged Business Enterprise (DBE) Participation (Bid Form 2)

- A. Bidder shall complete and include Bid Form 2 – DBE Participation.

#### **3.3.3** Direct Financial Questions (Bid Form 3)

- A. The purpose of this section is to elicit information pertaining to unfavorable circumstances or events that have the potential to adversely impact the Bidder's ability to honor its contractual commitments fully and reliably in the provision of the Services. To the extent that any of these questions are answered in a manner that indicates that any of these unfavorable circumstances or events have occurred, it is the responsibility of the Bidder to describe the unfavorable circumstance or event and provide sufficient information to demonstrate that the unfavorable circumstance or event will not adversely impact the Bidder's ability to honor its contractual commitments fully and reliably in the provision of the Services. Responses to these questions are for Bidder and any predecessor name(s) of Bidder. Bidder shall complete and include Bid Form 3 – Direct Financial Questions.

#### **3.3.4 Contractor Affidavit (Bid Form 4)**

- A. The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contracts (contracts with a government agency) for the physical performance of services over \$2,499.99 in value to enroll in E-Verify, regardless of the number of employees. A contractor or sub-contractor may be exempt from this requirement if the contractor or sub-contractor has no employees and does not hire nor intend to hire employees for the purpose of completing any part of the public contract.
- B. For a public contract, contractors must sign the Contractor E-Verify Affidavit, all subcontractors must sign the Subcontractor E-Verify Affidavit and all Sub-subcontractors must sign the Sub-Subcontractor Affidavit. The government agency is required to ensure that the Contractor E-Verify Affidavit is part of the contract; however, the contractor is responsible for all subcontractor affidavits and the subcontractors are responsible for the sub-subcontractors affidavits.
- C. Bidder shall complete and include Bid Form 4 - Contractor Affidavit.

#### **3.3.5 Non-Collusion Affidavit (Bid Form 5)**

- A. Bidder shall complete and include Bid Form 5 Non-Collusion Affidavit.

## **Attachment A**

### **Minimum Technical Requirements**

The successful Bidder shall agree to deliver the materials enumerated in the table below to City Hall on or before the date Bidder specifies on Form 1.

An inspection and acceptance will be completed by the City of Clayton Public Works Department upon delivery.

Item	Quantity	Unit
12" Dia. PVC SDR 26 Sanitary Sewer Main	1,140	LF
12" Dia. RJ PVC SDR 26 Sanitary Sewer Main	120	LF
12" Dia. P401 DIP Sanitary Sewer Main	480	LF
8" Dia. PVC SDR 26 Sanitary Sewer Main	2,100	LF
8" Dia. RJ PVC SDR 26 Sanitary Sewer Main	60	LF
8" Dia. P401 DIP Sanitary Sewer Main	380	LF
6" Dia. PVC SDR 26 Sewer Lateral	500	LF
18" Dia. Steel Casing Pipe (W.T. 0.250")	180	LF
16" Dia. Steel Casing Pipe (W.T. 0.250")	60	LF
18" Dia. ADS HP Storm Pipe	40	LF

## **Attachment B**

### **Bid Forms**

Bid Form 1 - Cost Proposal

Bid Form 2 – DBE Participation

Bid Form 3 - Direct Financial Questions

Bid Form 4 - Contractor Affidavit

Bid Form 5 - Non-Collusion Affidavit



## BID FORM 1 COST PROPOSAL

The undersigned Bidder proposes to furnish all materials and supplies (the "Supplies") in accordance with the Bid.

The undersigned declares that it is the Bidder or by holding the position below indicated is authorized to execute this Cost Proposal on behalf of the Bidder and that all representations made on this Cost Proposal are true and correct.

The undersigned acknowledges that the Cost Proposal is based on the Minimum Technical Requirements included in Attachment A of the Bid and as amended by any Addenda during the procurement period.

Bidder shall complete, by filling in the blanks and execute this Form and include it in its Bid Proposal.

Item No.	Item Description	Quantity	Unit	Unit Price	Extended Amount
1	12" Dia. PVC SDR 26 Sanitary Sewer Main	1,140	LF	\$	\$
2	12" Dia. RJ PVC SDR 26 Sanitary Sewer Main	120	LF	\$	\$
3	12" Dia. P401 DIP Sanitary Sewer Main	480	LF	\$	\$
4	8" Dia. PVC SDR 26 Sanitary Sewer Main	2,100	LF	\$	\$
5	8" Dia. RJ PVC SDR 26 Sanitary Sewer Main	60	LF	\$	\$
6	8" Dia. P401 DIP Sanitary Sewer Main	380	LF	\$	\$
7	6" Dia. PVC SDR 26 Sewer Lateral	500	LF	\$	\$
8	18" Dia. Steel Casing Pipe (W.T. 0.250")	180	LF	\$	\$
9	16" Dia. Steel Casing Pipe (W.T. 0.250")	60	LF	\$	\$
10	18" Dia. ADS HP Storm Pipe	40	LF	\$	\$
	<b>Total Bid Price</b>				\$

The Total Bid Price for the items listed above for construction complete as indicated by the Contract Documents (in words and numerals) is:

\_\_\_\_\_ (Dollars)

and \_\_\_\_\_ (Cents) [\$\_\_\_\_\_].

The Bidder proposes to deliver all materials and supplies identified in this ITB to City Hall on or before

\_\_\_\_\_ (Month Day, Year). Furthermore, Bidder agrees to pay \$500 liquidated damages for every calendar day past the day listed above until all supplies are delivered to City Hall.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**BID FORM 2**  
**DBE Participation**

The Bidder certifies that (mark as appropriate):

\_\_\_\_\_ It is a Disadvantaged Business Enterprise (DBE) as certified by: \_\_\_\_\_

\_\_\_\_\_ It is using subcontractor(s) that are a DBE.

Subcontractor that is certified DBE: \_\_\_\_\_

Percentage of contract value DBE will perform: \_\_\_\_\_

Services DBE will perform: \_\_\_\_\_

\_\_\_\_\_ It is **NOT** a Disadvantaged Business Enterprise (DBE).

The undersigned warrants and represents that he/she is authorized to sign this document and that the data and information provided on this document is accurate in all respects.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## BID FORM 3

### DIRECT FINANCIAL QUESTIONS

Bidder shall complete the form below by incorporating each question's response into the space provide in the Response rows. Attach additional pages as necessary.

Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing or anticipated changes in financial position of the Bidder including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures or divestitures.
Response:
Bankruptcy. Has Bidder ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, when and describe the impact, it would have on the ability to undertake this Project.
Response:
Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within last three years and judgments or any contingent liabilities in which the Bidder or any parents, affiliates and subsidiaries of the Bidder was or is a party that could adversely affect the Bidder's financial position or ability to undertake this Project.
Response:
Completion of Contracts. Within the last three years has the Bidder failed to complete any contract or has any contract been terminated due to alleged poor performance, default or litigation? If so, described the circumstance.
Response:
Violation of Laws. Has the Bidder been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.
Response:
Debarred from Bidding. Has the Bidder been debarred or are under consideration for debarment on public contracts by the federal government or by any governmental entity in Georgia or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?
Response:
Litigation. Has Bidder been involved in litigation involving owners for construction projects that have been filed within last three years or that are currently outstanding? If so, described the circumstance (if Bidder can discuss at this time).
Response:

## **BID FORM 4**

### **CONTRACTOR AFFIDAVIT**

Bidder 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 City of Clayton Government 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 Bidder 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). Bidder hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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Federal Work Authorization User Identification

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Number Date of Authorization

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Name of Bidder

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Name of Project

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Name of (Public) Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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Signature of Authorized Officer or Agent

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Printed Name and Title of Authorized Officer or Agent

Signed and sworn to (or affirmed) before me on \_\_\_\_\_,  
\_\_\_\_\_.

20

(SEAL) \_\_\_\_\_

Notary Public State of Georgia

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

**BID FORM 5**  
**NON-COLLUSION AFFIDAVIT**

(This Affidavit is Part of the Bid Documents)

BID DATE: \_\_\_\_\_

PROJECT DESCRIPTION: STATE OF GEORGIA       }  
COUNTY OF RABUN                                       }

\_\_\_\_\_, being first duly sworn, deposes and says that (s)he is \_\_\_\_\_ (the sole owner, a partner, the president, secretary, etc.) of \_\_\_\_\_ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against The City of Clayton, Georgia, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_.

(SEAL) \_\_\_\_\_  
Notary Public State of Georgia  
My Commission Expires: \_\_\_\_\_

## Attachment C

### Insurance Requirements

#### 1. CONTRACTOR'S INSURANCE

A. The following additional information is provided as required by Contractor's Liability Insurance

1. Workers' Compensation and Employer's Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<b>Workers' Compensation, etc.,</b>	
State	Statutory
Applicable Federal (e.g., Longshore)	Statutory
<b>Employers' Liability</b>	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000
Maritime Coverage Endorsement	
Insurance shall include a waiver of subrogation in favor of the Additional Insured identified in these Supplementary Conditions.	

2. General Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

<b>Insurance for Claims of Damages</b>	
General Aggregate (Except Products - Completed Operations)	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
Products - Completed Operations Aggregate	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
Personal and Advertising Injury (One Person/Organization)	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Limit Per Person - Medical Expense	\$5,000
Personal Injury Liability coverage will include claims arising out of Employment Practices Liability, limited to coverage provided under standard contract.	1,000,000
Property Damage Liability insurance will provide explosion, collapse and underground coverage where applicable	\$1,000,000



<b>Insurance for Claims of Damages</b>	
Excess Liability, Umbrella Form to include coverage of Watercraft Liability. General Aggregate - Each Occurrence	\$5,000,000

3. Automobile Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident, or	\$1,000,000
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

4. Additional insured on all insurance policies include:
- a. City of Clayton
5. Contractor's Contractual Liability Insurance is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<b>Contractor's Contractual Liability Insurance</b>	
General Aggregate	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000