

INVITATION TO BID



City of Fort Oglethorpe

POLICE DEPARTMENT

900 City Hall Drive

Fort Oglethorpe, Georgia 30742

Phone: 706-866-2512 Fax: 706-866-2532

Invitation to Bid (ITB) No. 002-25 POLICE DEPARTMENT – VEHICLE EQUIPMENT

1.0 Bid Requirements and Project Specifications

The City of Fort Oglethorpe hereby solicits and requests sealed bids from qualified contractors for warning devices, equipment, including installation for use by the Fort Oglethorpe Police Department. The project consists of furnishing all materials, labor, tools, equipment, and services required for installation as described in the specifications.

Bids for this project must be sealed and delivered in person, by mail, or overnight delivery service to:

**City of Fort Oglethorpe
500 City Hall Drive
Fort Oglethorpe, Georgia, 30742
Attention: Kathy Bradley, Staff Accountant**

All bids must be delivered to the City no later than Monday, April 7, 2025, at 2pm. Any bid received after this time will not be considered. The envelope shall state **“SEALED BID – ITB #002-25: FOPD Vehicle Equipment”** to prevent accidental opening. Bids will be read aloud at that time. An award will be made based on the lowest responsive and responsible bid that has met the requirements of this ITB. Bids may be split or awarded in entirety. Bid price shall stand for 90 days from the due date of the bid.

Written inquiries should be made to Kathy Bradley, Staff Accountant, at kbradley@fortoglethorpega.gov. All questions must be submitted in writing by Friday, March 28, 2025, at 2 p.m.

For complete details regarding this bid and to view the scope of work summary for ITB # 002-25, please view the project details at www.fortogov.com under the Bids and Proposals tab <https://fortogov.com/bids-proposals/>.

1.1 **ITB #002-25: FOPD Vehicle Equipment – Specifications**

The purpose of this specification is to describe materials, dimensions, and workmanship desired to complete the project as specified below.

1.1.1 **Scope of Work**

- The scope of work consists of furnishing labor, equipment, materials, and services required to completely outfit four (4) 2024 Chevrolet Tahoe Police Interceptor vehicles. One of which will be an administrative vehicle.
- The work shall be conducted in accordance with all industry codes, regulations, and guidelines pertaining to vehicle safety and proper operation of the vehicle including, but not limited to, Federal Motor Vehicle Safety Standards, Federal Consumer Product Safety Commission Regulations, and OSHA.
- All work shall be performed in a neat and craftsman-like quality, in accordance with acceptable practices and industry standards. Care shall be exercised in installing material and equipment not to unnecessarily mark or deface vehicle components. Care should be exercised to ensure that carbon monoxide does not enter the cab of the vehicle. No component of the vehicle shall be cut or removed without obtaining permission from the City. All unused materials, scrap, and debris shall be removed.

1.1.2 **Installation of Warning Equipment**

- Installation must be in accordance with good installation practices and hidden where possible. All wire used must be new and proper gauge; wiring must utilize existing wire channels in the body of the vehicle; wiring must not run under carpeting or through any area subject to constant flexing of the wire.
- All wires must be of a size appropriate for the voltage and current in use. All wire must conform to standard color coding, red for positive, black for negative, and other colors as used by the vehicle manufacturer.
- The contractor shall be responsible for supplying all hardware. Crimp-on connectors and standard automotive-type connectors may be used. All connectors must be correctly sized for the wire gauge used.
- The light bar must be mounted to the vehicle utilizing the correct size Whelen mounting brackets with brackets secured in the vehicle door jam.
- The light bar, MDT docking station, and cigarette lighter outlets shall be fused with in-line fuse holders in accordance with manufacturer specifications to switched or constant battery power. One (1) cigarette lighter outlet must be fused separately from the other two (2) outlets. The siren shall be fused & wired to ignition power. The siren controller will automatically silence when the vehicle is in park.
- A four (4) pin trailer wiring harness will be wired in to the Whelen Cencom for connectivity to emergency lighting installed on the department's command trailer. The plug will be mounted for easy accessibility near the trailer hitch area.
- All vehicles shall have the same wiring scheme and color code to ensure standardization and to allow for troubleshooting. The successful vendor shall provide a wiring diagram to include a color wiring scheme.
- Wire loom shall be used in all exposed areas for added protection.

1.1.3 **Installation of Havis Equipment***

- C-VSW-1005-TAH-PM-3 Havis console system for Chevrolet Tahoe Police Interceptor includes console box with cup holder, armrest, and six-inch (11") locking slide-arm, motion attachment. The vendor shall install the console system to the manufacturer's specifications.
- DS-GTC-617 Havis Docking Station for Getac S410 Notebook with a power supply. This shall be installed to the manufacturer's specifications on the six-inch (11") locking slide arm motion attachment which mounts to the top of the console and shall be hard-wired with an appropriate fuse to constant battery power.

1.1.4 **Installation of Axon Fleet 3 Equipment***

- Axon Fleet 3 camera equipment will be provided by the City from previously installed police vehicles. This equipment will be provided with the required refresh kits provided by Axon International. This equipment shall be installed to the manufacturer's specifications and located in the electronics equipment tray below the cargo box. Additionally, the Cradlepoint Router (IBR900) included with the camera system shall be installed to the manufacturer's specifications and located in the electronics equipment tray below the cargo box. The shark fin antenna shall be mounted to the passenger side area of the rear cargo roof area.

1.1.5 **Installation of Motorola APX 4500 Radio Equipment***

- Radio equipment will be provided by the City from previously installed police vehicles. This equipment will be provided with a replacement (new) antenna provided by Motorola. This equipment shall be installed to the manufacturer's specifications.

1.1.6 **Installation of Setina Partition and Transport Seat ***

- Setina 10VS, 12VS, and QK1374TAH21: Shall be installed to the manufacturer's specifications.

1.2 **Other Specifications**

1.2.1 **Delivery Date**

- The bid must indicate the number of calendar days required to deliver the materials to the place of destination under normal conditions. **Failure to specify delivery timing and/or unrealistically short or long delivery may cause the bid to be rejected.** Delivery will be a consideration factor in evaluating the proposals.
- The vendor must keep the City informed as to the status of the order. Unforeseen delivery delays must be communicated to the appropriate City staff. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage under the Uniform Commercial Code.

1.2.2 Electronic Warning Equipment is brand specific. No exceptions.

1.2.3 Original Invoices should be sent to : City of Fort Oglethorpe
Attn: Accounts Payable
500 City Hall Drive
Fort Oglethorpe, GA 30742

2.0 Bid Submittal and Required Documents

2.1 The bid response must include the following documents in this order:

- Bid Proposal Form (as a cover sheet)
- Bid Fee Form
- Execution of Bid Form
- Exception Sheet
- Affidavit of Non-Collusion
- Certificate of Insurance as described in Section 6.0 'Insurance Requirements'
- E-Verify Compliance – Georgia Security and Immigration Compliance Act Affidavit
- All other submittals as required per the specifications.

2.2 All referenced documents must be complete and returned in their entirety to constitute a complete bid. All manually submitted bids must be submitted on the bid proposal and bid fee forms contained in these specifications to be considered.

2.3 Partial bids will not be accepted. The contractor must bid on all items listed above under Section 1.1 FOPD Vehicle Equipment – Specifications and the accompanying Bid Fee Form.

2.4 Respondent understands that the City reserves the right to reject any or all bids. Award will be made based upon the most responsive and responsible bid that has met the requirements of this ITB criteria. **The respondent agrees that its bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.**

2.5 The contractor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation in order for their bid to be considered. Addenda will be published on the City's website (www.fortogov.com) under the Bids and Proposals tab <https://fortogov.com/bids-proposals/>

3.0 Quality Assurance Requirements

3.1 Project Safety: The contractor is solely responsible for maintaining a safe work environment for the duration of the project.

3.2 The contractor is urged to use care on this project and leave the City property in pre-project condition.

3.3 The contractor shall be responsible for taking corrective actions for any notices of violations issued as a result of the contractor's or any subcontractor's actions or performances during this scope of work.

4.0 Terms and Conditions

4.1 All bids and supporting materials as well as correspondence relating to this ITB become property of the City of Fort Oglethorpe when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the bid is proprietary will not be honored.

4.2 All applicable State of Georgia and Federal Laws, City ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to the respondent, the Contractor and project throughout and are herein incorporated. The Agreement with the contractor, and all questions concerning the execution, validity, or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.

4.3 Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.

4.4 Subcontractors as part of the project team must be licensed in the State of Georgia and shall be responsible for obtaining E-Verify Affidavits from his subs.

4.5 From the date the City of Fort Oglethorpe receives a respondent's bid through the date a contract is awarded to a contractor, no respondent may make substitutions, deletions, additions, or other changes in the configuration of respondent's bid.

- 4.6 All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America, and the open records policies of the City of Fort Oglethorpe. All such materials shall remain the property of the City of Fort Oglethorpe and will not be returned to the respondent.
- 4.7 Failure to submit all the mandatory forms for this ITB package shall be just cause for the rejection of the qualification package. However, the City of Fort Oglethorpe reserves the right to decide, on a case-by-case basis, its sole discretion, whether or not to reject such a bid as non-responsive.
- 4.8 In case of failure to deliver goods in accordance with the contract terms and conditions, the City of Fort Oglethorpe, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies the City of Fort Oglethorpe may have.
- 4.9 By submitting a bid package, the Contractor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity this is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 4.10 Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the City of Fort Oglethorpe in the state of Georgia. The Contractor shall comply with all applicable federal, state, and local laws and regulations.
- 4.11 It is understood and agreed between the parties herein that the City of Fort Oglethorpe shall be bound hereunder only to the extent of the funds available, or which may hereafter become available from the purpose of this agreement.
- 4.12 Following review of all qualified bids, and selection of a suitable Contractor, a recommendation will be made to the City of Fort Oglethorpe Mayor and City Council by the project representative.
- 4.13 If awarded the bid, Contractor must have minimum Worker's Comp and General Liability Insurance in full force and effect prior to beginning work. Contractor will not be allowed to begin work unless Contractor is able to present satisfactory evidence that the Contractor holds any and all necessary or required Federal, State or local licenses and/or permits. Pursuant to O.C.G.A. § 13-10-91, all contractors and subcontractors performing work within the State of Georgia under contract with a public employer must register and participate in the federal work authorization system (i.e. E-Verify). More information can be found at www.e-verify.gov. Each respondent shall submit with its bid a copy of their current Occupational Tax Certificate issued in the State of Georgia. If Contractor cannot provide this document, it will be required to obtain such document from the City of Fort Oglethorpe if it is the awarded respondent.
- 4.14 If awarded the bid, Contractor must attest compliance with the requirements of O.C.G.A 13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit as shown in Rule 300-10-1-.07 or a substantially similar contractor affidavit. Contractor agrees that in the event Contractor employs or contracts with any subcontractor(s) in connection with the contract, Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar affidavit and maintain said records of such attestation for inspection by the City at any time.
- 4.15 The City of Fort Oglethorpe reserves the right to accept the lowest responsive & responsible bid that is determined to be in the best interest of the City of Fort Oglethorpe. The City of Fort Oglethorpe reserves the right to accept or reject any and all bids, to waive formalities, technicalities or irregularities and to re-advertise if necessary.

5.0 Indemnification

- 5.1 The City of Fort Oglethorpe shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of resulting from the performance of the products or from services, of which, the City of Fort Oglethorpe is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from any job-related injury.

- 5.2 The Contractor agrees to indemnify the City of Fort Oglethorpe and pay the cost of the City of Fort Oglethorpe legal defenses, including the fees of attorneys as may be selected by the City of Fort Oglethorpe, for all claims described in the hold harmless clause herein. Such payment on behalf of the City of Fort Oglethorpe shall be in addition to any and all other legal remedies available to the City of Fort Oglethorpe and shall not be considered to be the City of Fort Oglethorpe exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Contractor under this agreement for this hold harmless/indemnification provision.

6.0 Insurance Requirements

- 6.1 Contractor providing services under this agreement will be required to produce and maintain, at their own expense and without cost the City of Fort Oglethorpe, until final acceptance by the City of Fort Oglethorpe of all products or services covered by the contract, the following types of insurance. Contractor must have as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits: b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate: c) Comprehensive Automobile Liability Insurance, \$1,000,000 Combined Single limit: d) \$1,000,000 Commercial Umbrella policy.
- 6.2 The Contractor shall provide certificates of insurance to the City of Fort Oglethorpe demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the City of Fort Oglethorpe as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City of Fort Oglethorpe.
- 6.3 This insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.
- 6.4 Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

7.0 Georgia Immigration & Compliance Act

- 7.1 Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the City of Fort Oglethorpe Government or a contractor of the City of Fort Oglethorpe Government in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy these requirements.
- 7.2 Access to the authorization program to obtain an E-Verify number can be found at e-verify.uscis.gov/enroll, the website operated by the U.S. Department of Homeland Security (USDHS). **FOR A BID TO BE CONSIDERED, SUCH CERTIFICATION SHALL BE INCLUDED IN THE CONTRACTOR RESPONSE TO ALL SOLICITATIONS ISSUED BY THE CITY OF FORT OGLETHORPE.**

Exception Sheet

ITB # 002-25: FOPD Vehicle Equipment

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM
(Submit as the cover sheet)
(Submit a minimum of two copies)

City of Fort Oglethorpe Purchasing Department
500 City Hall Dr
Fort Oglethorpe, Georgia 30742
Attention: Kathy Bradley, Staff Accountant

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Do you have a business tax certificate/license issued in the state of Georgia? (Check one) Yes: _____ No: _____

From what City / County: _____

Tax Certificate / License #: _____ Federal Tax ID #: _____

Indicate legal form of ownership of bidder (statistical purposes only): Check one.

____ Corporation
____ Individual

____ Partnership
____ Other (Specify: _____)

BID FEE FORM

ITB # 002-25: FOPD Vehicle Equipment

Bidder Name: _____

Project Location: Fort Oglethorpe, Georgia 30742

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Fort Oglethorpe for this bid. Any exceptions are clearly marked on the Exceptions Sheet attached herein.

The following shall be included in this price for the three (3) 2025 Chevrolet Tahoes:

DESCRIPTION	Qty.	Model No.	Unit Price	Total
Whelen Legacy WCX 54" Blue/Clear Front, Blue/Amber Rear, Smoked Lens/Dividers	3	EB2EEEE		
Adjustable Mount Kit #101	3	MKAJ101		
Whelen Cencom Core WecanX	3	C399		
OBD11 Cable (WCX)	3	C399K6		
WCX Head w/ Rotary Knob	3	CCTL6		
Whelen ION Rear Pillar LC SOLO 6 Lamp.2 Piece BLUE	3	RPLS54		
Whelen ION BLUE (Grill)	6	IONB		
Whelen ION-T Linear BLUE (front/rear bumper sides)	12	TLIB		
Whelen Vertex BLUE (backup lights)	6	VTX609B		
Whelen ION-T Linear BLUE (fog area and license plate)	12	TLIB		
Whelen LINZ6 V Series BLUE	6	LINSV2B		
LINSV Mirror Mount (pair)	3	LSVBKT54		
Whelen ION Wide Angle BLUE (cargo windows)	6	WIONB		
Whelen Rear Inner Edge RST WCX 8-LT BLUE	3	BS548		
Whelen Speaker 100w	3	SA315P		
SA315P Mounting Kit	3	SAK70		
Harvis Docking Station for Getac S410 Notebook with Power Supply	3	DS-GTC-617		
Harvis 8.5" Side Mount Telescoping Pole (no handle)	3	C-HDM-214		
Harvis 11" Slide Out, Locking Swing Arm w/ Motion Adapter	3	C-MD-214		
Harvis Console w/ Internal Brother Pocket Jet Printer Compartment	3	C-VSW-1005-TAH-PM-3		
Harvis Mounting Space for Motorola APX 4500	3	C-EB30-APS-1P		
Harvis Mounting Space for Whelen Cencom	3	C-EB40-CCS-1P		
Harvis Cup Holder 4"	3	C-CUP2-1001		
Harvis 5" Accessory Pocket	3	C-APW-0548		
Harvis Filler Plate 1 (front)	3	C-FP-1		
Harvis Filler Plate 3 (rear)	3	C-FP-3		
Harvis Filler Plate for VSW Console	3	C-FPW-5		
Harvis Side Mounted Arm Rest	3	C-ARM-108		
Brother Pocket Jet 800 Series Thermal Printer w/ USB C & Bluetooth	3	PJ863		
Brother USB Printer Cable	3	LB3603		
Brother Cigarette Plug Power Adapter	3	LB3691		

Setina 12VS EXP Metal Partition	3	PK0123TAH212ND		
Setina 10VS Coated Partition	3	PK0121TAH21		
Setina Cargo Box DSE, Drawer w/ Keypad Lock, Base Sliding w/ No Lock	3	TK0841TAH21		
Setina Electronics Storage Tray	3	TPA9289		
Setina Transport Seats	3	QK1374TAH21		
Weston Push Bumper Elite	3	36-4045		
Weston Wing Wrap (no pit bar)	3	36-52135W		
Weston Light Channel for Whelen ION	3	36-6015W2		
Four Pin Trailer Plug	3			
Unity 325 Series 6" Black Spotlight	3	219060-002		
Spotlight Install Kit LH	3	8996		
Shop Supplies (wiring, loom, etc.)	3			
Labor	3			
Shipping				

The following shall be included in this price for the one (1) 2025 Chevrolet Tahoe (Admin):

DESCRIPTION	Qty.	Model No.	Unit Price	Total
Whelen Duo ION BLUE/WHITE (grill)	4	I2E		
Whelen Inner Edge XLP WeCanX BLUE/WHITE (no takedown)	1	BW54UFX		
Whelen Rear Inner Edge RST WCX 8-LT BLUE	1	BS548		
Whelen Vertex BLUE (taillights)	2	VTX609B		
Whelen ION BLUE (side windows)	2	IONB		
Whelen Speaker	1	SA315U		
SA315 Mount Kit	1	SAK1		
Whelen Cencom Core WecanX	1	C399		
OBD11 Cable (WCX)	1	C399K6		
WCX Handheld Combination Controller	1	CCTL5		
Shop Supplies (wiring, loom, etc.)	1			
Window Tint (front windshield, front windows only)	1			
Labor	1			
Shipping				

Time required for Delivery/Installation after receipt of order: _____ Days

TOTAL PROJECT BID \$ _____ 10

ADDENDA ACKNOWLEDGEMENT

NOTE: Addenda will be published on the City's website (www.fortogov.com) under the Bids and Proposals tab (<https://fortogov.com/bids-proposals/>).

<p style="text-align: center;">ADDENDA ACKNOWLEDGEMENT</p> <p style="text-align: center;">My signature below confirms my receipt of all addenda issued for this proposal.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">*This acknowledgement is separate from my signature on the bid proposal form. My signature on the bid proposal form will not be deemed as an acknowledgement of addenda.</p>

I certify this bid complies with the Bid Requirements and Project Specifications issued by the City except as clearly marked on the Exception Sheet.

Authorized Representative /
Title
(Print or Type)

Authorized Representative

Date

EXECUTION OF BID

Date: _____

The respondent certifies the following by placing an "X" in all blank spaces:

_____ That this bid was signed by an authorized representative of the company.

_____ That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____ That the respondent agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid is accepted within 90 days from the date of the opening, to furnish the items for the prices quoted within the timeframe required.

Company Name: _____

Address: _____

Contact: _____ Cell: _____

Email: _____

Authorized Representative /
Title
(Print or Type)

Authorized Representative

Date

AFFIDAVIT OF NON-COLLUSION

ITB #: 002-25: FOPD Vehicle Equipment

Location of Work: various locations within the city limits of Fort Oglethorpe, Georgia 30742

Contractor's State of: _____

Contractor's County of: _____

Being first duly sworn, deposes and says that he / she is

(sole owner, partner, president, secretary, etc. . .)

That the Proposed Fee is genuine and not collusive; that said respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another person, to put in a sham bid, or that such other person shall refrain from responding to the Invitation to Bid, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Contract Price of affiant or any other respondent, or to fix any overhead, profit, or cost element of said Contract Price, or of that of any other respondent, or to secure and advantage against the City of Fort Oglethorpe, their City Council members, or any other person interested in the proposed contract; and, that all statements contained in said bid are true, and further, that such respondent has not directly or indirectly submitted this bid, or contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

(Affiant)

Subscribed and sworn to before me this _____ day of _____, 20__

(Notary Public in and for)

(County)

[NOTARY SEAL HERE]

My commission expires _____, 20__

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: The City of Fort Oglethorpe, GA 30742

Contractor's Name: _____

**STATE OF GEORGIA
CONTRACTOR AFFIDAVIT**

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 contracting with The City of Fort Oglethorpe Government has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Fort Oglethorpe Government, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided or using a substantially similar form.

EEV/E-Verify™ User Id (Account) Number *
(Do not enter SSN or EIN)

Date of Authorization

BY: Authorized officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent or Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____, 20____

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

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS THAT WE (Contractor) _____

as Principal, hereinafter called the Principal, and (Surety) _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are held, and firmly bound unto

City of Fort Oglethorpe, 500 City Hall Drive Fort Oglethorpe, GA 30742, Mayor Earl Gray

as Obligee, hereinafter called Obligee, in the sum of _____ Dollars (_____), or _____ (5 %) percent of the amount bid, whichever is less,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

FOPD Vehicle Equipment, warning devices, equipment, including installation for use by the Fort Oglethorpe Police Department.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 202__.

(Witness)

(Principal)

By: _____
(Title)

(Witness)

(Surety)

By: _____
(Title)

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS _____ [name of CONTRACTOR] (hereinafter called the "Principal") and _____ [name of SURETY] (hereinafter called the "Surety"), are held and firmly bound unto The City of Fort Oglethorpe (hereinafter called the "Owner") and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the FOPD Vehicle Equipment, more particularly described in the Construction Contract (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,
3. Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-50, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their fully authorized representatives this _____ day of _____, 202__.

(Principal) (SEAL)

(Witness)

By: _____
(Title)

(Surety) (SEAL)

(Witness)

By: _____
(Title)

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS that _____ [name of CONTRACTOR] (hereinafter called the "Principal") and _____ [name of SURETY] (hereinafter called the "Surety"), are held and firmly bound unto The City of Fort Oglethorpe (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____ Dollars irr(\$_____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the construction of a project known as FOPD Vehicle Equipment, as more particularly described in the Construction Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials; water, gas power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the Construction Contract.
2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

- 6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.
- 7. This Bond is intended to comply with O.C.G.A. Section 36-91-50, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ day of _____, 202__.

Attest: _____ (Principal) _____ (SEAL)
 _____ By: _____ (Title)

Attest: _____ (Surety) _____ (SEAL)
 _____ By: _____ (Title)