

# INVITATION TO BID



## City of Fort Oglethorpe

500 City Hall Drive

Fort Oglethorpe, Georgia 30742

Phone: 706-866-2544 Fax: 706-861-5086

### **ITB # 007-20**

### **City Hall Complex – Door’s, Hardware, and ADA Upgrades**

The City of Fort Oglethorpe is seeking contractors to submit bids on the following project. The project consists of furnishing all materials, labor, tools, equipment and services required for installing automatic sliding/swing door & automatic swing door operators as described in the Scope of Work Section of the Bid Document.

A **Pre-Bid Meeting** will be held on August 17<sup>th</sup>, 9:00 am at the Fort Oglethorpe City Hall located at 500 City Hall Drive Fort Oglethorpe, GA 30742. Although the Pre-Bid meeting is not mandatory, contractors are encouraged to attend to view the project site, ask questions and access the scope of work requested.

### **Submittal Deadline**

All responses to this ITB must be submitted in hard copy by no later than August 28<sup>th</sup>, 4:00 pm. Submittals received after this time and date will not be considered. The envelope shall state “BID – CITY OF FORT OGLETHORPE – DOOR ADA HARDWARE UPGRADES” to prevent accidental opening. Bids will be publicly opened and read on August 31<sup>st</sup> at 9:00 am. Bids shall be identified on the exterior of the sealed envelope with all information required by law, including the name of the project and the bidder’s name, address, and license number, expiration date and classification. Please address submittal to:

Rick Quarles, Director Building, Planning & Zoning  
500 City Hall Drive

Fort Oglethorpe, GA 30742

All Bids (**Original and one (1) copy – Total of Two**) must be submitted in the following format:

1. Cover Letter (include your plan of accomplishing the Scope of Work)
2. Cost Bid – Please use the following “Bid Form”
3. Affidavit of Non-Collusion – Complete the following “Affidavit of Non-Collusion Form”
4. PROOF of Liability Insurance – as described in following section: “Indemnification & Insurance Requirements”
5. Affidavit of Contractor’s E-Verify Compliance – Complete the following Form
6. Current Business License and/or Occupational Tax Certificate
7. Contractor’s License/Permits (as applicable)
8. Local Contractor Privilege Affidavit (if applicable)

### **Inquiries**

Inquiries regarding this ITB by email to:

[rquarles@fortoglethorpega.gov](mailto:rquarles@fortoglethorpega.gov)

All inquiries regarding the ITB must be made via email only. Deadline for inquiries is August, 21<sup>th</sup> 4:00 pm.

Responses and/or Addendum will be published on website on August 25<sup>th</sup>. **It is the sole responsibility of the bidder to review website before submitting their bid.**

### **Summary – Scope of Work**

- Project location: 500 City Hall Drive Fort Oglethorpe, GA 30742. Work is on Police entrance swing door, Court entrance swing door, Council room swing door, Installing single sliding door on main entrance to city hall.
- **Install:** automatic sliding/swing door at main entrance to city hall, install automatic door swing operator on police entrance swing door, install automatic door swing operator on council room swing door, install automatic door swing operator on court entrance swing door.
- The contractor shall obtain all permits (this is a city project – fees are waived) and inspections as required by the City of Fort Oglethorpe Building Department, City of Fort Oglethorpe Ordinances, and the rules and regulations of any legal body having jurisdiction.
- The contractor shall be responsible for locating all underground utilities including, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
- The contractor shall be responsible for locating and staking any underground facilities that are not utility related. Contractor accepts responsibility for damage to such facilities that are not properly located or staked.
- Work is to be completed 60 DAYS after Council Approval.

- Provide minimum one (1) year warranty on installation and workmanship as well as door operator manufacturer's warranty.

### **Quality Assurance Requirements**

- Project Safety: The contractor is solely responsible for maintaining safe work environment for the duration of the project.
- The contractor is urged to use care on this project and leave the City property in pre-project condition.
- The contractor shall be responsible for taking corrective actions for any notices of violations issued as a result of the contractor's or all subcontractor's actions or performances during this scope of work.

### **Terms and Conditions**

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) From the date the City of Fort Oglethorpe receives a Respondents 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.
- f) 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.
- g) 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.
- h) 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.

- i) By substituting 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.
- j) 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.
- k) 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.
- l) Following review of all qualified Bids, selection of a suitable Contractor, a recommendation will be made the City of Fort Oglethorpe Mayor and City Council by the project representative.
- m) Contractor must have minimum Worker's Comp and General Liability Insurance in full force and effect. No bid will be considered unless it is accompanied by 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 on a contract with a public employer must register and participate in a federal work authorization. Each Respondent shall submit with its bid a copy of current Business License and/or Occupational Tax Certificate issued in the State of Georgia. If Contractor cannot provide this License, it will be required to obtain one with the City of Fort Oglethorpe if it is the Awarded Respondent.
- n) 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.

### **Indemnification**

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.

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.

### **Insurance Requirements**

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.

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.

This insurance coverage enumerated above constitute 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.

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.

### **Georgia Immigration & Compliance Act**

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.

Access to the authorization program to obtain an E-Verify number can be found at [e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll), the website operated by the U.S. Department of Homeland Security (USDHS). **FOR A BID CONSIDERED, SUCH CERTIFICATION SHALL BE INCLUDED IN THE CONTRACTOR RESPONSE TO ALL SOLICITATIONS ISSUED BY THE CITY OF FORT OGLETHORPE.**

### **Local Contractor Privilege**

Because bids awarded to local Contractors contribute to the City of Fort Oglethorpe tax base and promote the local economy, the City of Fort Oglethorpe has instituted a local Contractor privilege as follows. To qualify as a local Contractor, the following conditions must be met:

1. The Contractor must have an established place of business within Catoosa County.
2. The Contractor must have at least two (2) employees who have been working for six (6) months or longer before requesting a local Contractor privilege.

All Contractors who meet these conditions and who wish to claim the local Contractor privilege must complete the Affidavit of Eligibility included in these Bid Documents and submit with your Bid. The local Contractor privilege gives qualifying Contractors, who are within 4% of the low bid, the opportunity to agree to match the low bid within 24 hours. If more than 1 local Contractor meets the qualifications, the lowest local bidder will be given the first opportunity to agree to match the low bid. If they refuse, the next lowest bidder will get the opportunity and so on until all local Contractors within the 4% range have been given an opportunity.

### **Preferences for Georgia Products**

In accordance with the provisions of O.C.G.A. § 36-84-1, when contracting for or purchasing supplies, materials, equipment or agricultural products, excluding beverages for immediate consumption, the City of Fort Oglethorpe shall give preference, as far as may be reasonable and practical under the circumstances and without otherwise sacrificing quality, to such supplies, materials, equipment and agricultural products which are manufactured and/or produced in the State of Georgia.

**THE CITY OF FORT OGLETHORPE**

**BID FEE FORM**

**SCOPE OF WORK:** Install automatic sliding/swing door at city hall main entrance, install swing door operator on police entrance swing door, install door swing operator on court entrance swing door, install door swing operator on council room swing door

**LOCATION:** 500 City Hall Drive, Fort Oglethorpe, Georgia 30742

<b>ITEM</b>	<b><u>LUMP SUM BID</u></b>
PROVIDE & INSTALL SLIDING/SWING DOOR AT CITY HALL MAIN ENTRANCE/INSTALL DOOR SWING OPERATORS ON POLICE, COURT & COUNCIL ROOM SWING DOORS	\$

NOTES:

1. **Manufactures Specifications and Warranty Information MUST accompany Bid.**

THIS BID FEE SHALL REMAIN EFFECTIVE FOR 30 DAYS.

PROJECT DURATION TO BE 60 CALENDAR DAYS FROM NTP.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ACKNOWLEDGEMENT OF ADDENDA: \_\_\_\_\_ #1, \_\_\_\_\_ #2, \_\_\_\_\_ #3, \_\_\_\_\_ #4

**Copies of all addenda that are issued, must be included in the contractor's Bid Package**

**THE CITY OF FORT OGLETHORPE  
AFFIDAVIT OF NON-COLLUSION**

**SCOPE OF WORK:** Install automatic sliding/swing door at city hall main entrance, install swing door operator on police entrance swing door, install door swing operator on court entrance swing door, install door swing operator on council room swing door

**LOCATION:** 500 City Hall Drive, Fort Oglethorpe, GA 30742

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

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

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

The party making the foregoing Bid; that such Proposal Fee is genuine and not collusive; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another Respondent or person, to put in a sham Bid, or that such other person shall refrain from responding to the Request for Bids, 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 an advantage against The City of Fort Oglethorpe 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 data 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)

My commission expire \_\_\_\_\_, 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

\_\_\_\_\_  
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: \_\_\_\_\_

\*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