Request for Proposal
RFP Item #SGA-18-1

City of Fayetteville
Landscape/ Site Construction at Southern Ground Amphitheater

RFP Due:	Thursday, February 1, 2018 @ 4:00 P.M.
Question Deadline:	Thursday, January 25, 2018 @ 5:00 P.M.

Summary of Request:
The City of Fayetteville (the City) is issuing a Request for Proposals (RFP) for earthwork and landscape/site construction of an additional seating section at the Southern Ground Amphitheater.

Communications and Project Management:
The project will be managed by the City's Downtown Development Department. All communications from interested parties to the City during the response submittal process shall be made to Brian Wismer, bwismer@fayetteville-ga.gov. If necessary, interpretation of or changes to this RFP may be made by written addendum. A copy of each addendum will be posted on the City's website at www.fayetteville-ga.gov no later than January 29, 2018. Interested parties are responsible for checking the City's website for addenda, though the City may choose to contact all known interested parties with notification of posted addenda. The City will not be responsible for any other explanations or interpretations of this RFP. If significant changes to this RFP are required, then the City may postpone the final date for submission through an addendum. Interested parties may notify the City via email of their intent to submit a proposal but are not required to do so. Failure to notify the City of intent to submit a response may result in omission from communications including possible notification of addenda.

Sealed proposals will be received in the Office of Finance & Administrative Services, located at 240 South Glynn Street, Fayetteville, Georgia, 30214 until 4:00 P.M., Thursday, February 1, 2018. Responses, which, in the judgment of the City, are in any way incomplete, inaccurate, or otherwise not in compliance with the requirements described in this RFP will be rejected. Any costs incurred while responding to this RFP in anticipation of receiving a contract award shall be the responsibility of the entity submitting the response. The City shall not reimburse any respondent for any such expenses.

Mailing Address for proposal submission:

Danielle Ballard – Purchasing Agent
Fayetteville City Hall
240 South Glynn Street
Fayetteville, GA 30214

EST. 1823
FAYETTEVILLE
GEORGIA

CITY OF FAYETTEVILLE REQUEST FOR PROPOSAL

Issue Date: 1/17/18	**RFP Number:** #SGA-18-1	**RFP Title:** Landscape/Site Construction at Southern Ground Amphitheater
RFP Due Date & Time: 02/01/18 @ 4pm		**Number of Pages:**

CONTACT INFORMATION	
Procurement Agent and Contact for this RFP: Danielle Ballard, Purchasing Agent	**Procurement Official:** Carleetha Talmadge, Assistant Finance Director
City of Fayetteville Finance & Administrative Services Department 240 South Glynn Street Fayetteville, GA 30214	**Phone:** (770) 461-6029 **Fax:** (770) 460-4238 **Website:** www.fayetteville-ga.gov

INSTRUCTIONS TO OFFERORS	
Return Sealed Proposal to: **City of Fayetteville** **Finance & Administrative** **Services Department** **240 South Glynn Street** **Fayetteville, GA 30214**	Mark Face of Sealed Envelope/Package: Offeror's Name and Address **RFP Name and Number:** #SGA-18-1 Landscape/Site Construction at Southern Ground Amphitheater **RFP Due Date & Time:** 02/01/18@4pm
	Special Instructions: Submit 3 copies of all documents- plus one (1) original copy.
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name & Address:	**Authorized Signatory:** **(Please Print Name and Sign in Ink)**
Offeror Phone Number:	**Offeror Fax Number:**
Offeror Federal I.D. Number:	**Offeror Email Address:**
OFFEROR MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind
When Responding to an RFP for the City of Fayetteville

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (e.g. contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement agent's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement agent by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g. cover page, sample budget form, certification forms, etc.
8. _____ **Check the City website for RFP addenda.** Before submitting your response, check the City website at www.fayetteville-ga.gov to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's

SCHEDULE OF EVENTS

EVENT	DATE
RFP Issue Date	01/17/18
Deadline for Receipt of Written Questions	01/25/18
Deadline for City Response to written Questions	01/29/18
RFP Response Due Date	02/01/18
Notification of Offeror Interviews/Product Demonstrations	N/A
Offeror Interviews/Product Demonstrations	TBA if needed
Intended Date for Contract Award	02/05/18

SECTION 1: PROJECT OVERVIEW AND INSTRUCTION

1.0 Project Overview

The City of Fayetteville seeks to create an additional table-seating section at the Southern Ground Amphitheater. The selected contractor will be responsible for a full site assessment of existing infrastructure, utilities, proposed construction limits, drainage, access, and soil conditions. A survey is available of the construction area, along with city GIS data online. Contractor is also responsible for calculating all earthwork for the construction of the proposed amphitheater expansion, utilizing the spot grades provided on the site plans.

1.1 Single Point of Contact

From the date this Request for Proposal (the "RFP") is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of Danielle Ballard**, the procurement agent in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Agent: Danielle Ballard
Address: 240 South Glynn Street
Fayetteville, GA 30214
Telephone Number: 770-461-6029
Fax Number: 770-460-4238
E-mail Address:**dballard@fayetteville-ga.gov**

1.2 Required Review

1.2.1 Review RFP: Offerors should carefully review the instructions, mandatory requirements, specifications, and standard terms/conditions as set out in this RFP and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

1.2.2 Form of Questions: Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Procurement Agent referenced above on or before January 25, 2018. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.2.3 City's Answers: The City will provide by January 29, 2018, an official written answer to all questions received within the time frame stipulated under section 1.2.2. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted on the City's website alongside the posting of the RFP at www.fayetteville-ga.gov by the close of business on the date listed.

1.2.4 Standard Terms and Conditions: By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions as set forth in *Appendix A* of this RFP. Much of the language included in the standard terms and conditions reflects requirements of state law. Requests for exceptions to the standard terms and conditions or any added provisions must be submitted to the Procurement Agent referenced above by the date for receipt of written/e-mailed questions or with the offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest ranking offeror during negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP.

1.2.5 Mandatory Requirements: To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The City will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to ranking reductions during the evaluation process or may be deemed non-responsive.

1.3 Submitting a Sealed Proposal

1.3.1 Organization of Proposal: Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendix is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

1.3.2 Failure to Comply with Instructions: Offerors failing to comply with these instructions may be subject to ranking reductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.3 Multiple Proposals: Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.3.4 Cost Proposal Form: Offerors ***must*** respond to this RFP by utilizing the Cost Proposal form found in *Section 5*. The Cost Proposal form will be used as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price. One Cost Proposal shall be submitted in a separate, sealed envelope marked "Cost Proposal, RFP #, RFP Name, and Due Date/Time. Additional Cost proposal sheets shall not be included in proposal original or copies.

1.3.5 Standard Forms: Offerors ***must*** respond to this RFP by completing the standard forms set forth under *Appendix B*. The standard forms include legal requirements that must be met before formal negotiations can be completed and the award process commenced.

1.3.6 Copies Required and Deadline for Receipt of Sealed Proposals: All proposals must be received in sealed packaging. Offerors must submit **one (1) original proposal** and 3 **copies** to the address set forth in the Cover Page. **One (1) Cost Proposal** shall be submitted in a separate, sealed envelope marked "Cost Proposal", RFP #, RFP Name, and Due Date/Time. Additional Cost Proposal sheets **shall not** be included in proposal original or copies.

Proposals must be received sealed and at the receptionist's desk of the location noted in the Cover Page prior to February 1, 2018 local time 4:00 pm. Facsimile responses to requests for proposals are NOT accepted.

1.3.7 Late Proposals: ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.4 Offeror's Certification

1.4.1 Understanding of Specifications and Requirements: By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.2 Offeror's Signature: The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.3 Offer in Effect for 90 Days: A proposal may not be modified, withdrawn, or canceled by the offeror for a 90-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 Cost of Preparing a Proposal

1.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal.

1.5.2 All Timely Submitted Materials Become City Property: All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 Authority

This RFP is issued under the authority of the City of Fayetteville. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria.

2.1 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 Receipt of Proposals and Public Inspection

2.2.1 Public Information: During the opening of sealed proposal information such as name of bidder, bid price, and name of product or service. If a price is submitted on an addendum, this should be read and abstracted rather than original bid price. Prices should be read twice. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City; (3) any company financial information requested by the City to determine vendor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.2.2 Procurement Agent's Review of Proposals: Upon opening the sealed proposals received in response to this RFP, the Procurement Agent in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- The proposal does not contain confidential material in the cost or price section; and,
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. Counsel must use the City's *Affidavit for Trade Secret/Private Information* form in requesting information remain confidential. This affidavit form is available by contacting the Procurement Agent at the contact number set forth under *Section 1.1*.

Information separated out under this process will be available for review only by the Procurement Officer, Procurement Agent, the Evaluation Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 Classification and Evaluation of Proposals

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive: All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive any time during the evaluation process or negotiations if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility: The Procurement Officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals: The Evaluation Committee will evaluate the remaining proposals and recommend whether to award to the highest ranking offeror or, if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest ranking offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

2.3.4 Completeness of Proposals: Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Ranking: Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer: The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.8 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the Evaluation Committee's recommendation.

2.3.9 Negotiation: Upon recommendation from the Selection Committee, the Procurement Officer and/or City department representatives may begin negotiations with the responsive and responsible offeror whose proposal achieves the highest ranking and is, therefore, the most advantageous to the City. If negotiation is unsuccessful or the highest ranking offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest ranking offeror.

2.3.10 Award: Award, if any, will be made to the highest ranking offeror who provides all required documents and successfully completes the negotiation process.

2.4 City's Rights Reserved

While the City has every intention to make an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City; or
- if awarded, terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT

3.0 City's Intent

The City of Fayetteville intends to enhance the Southern Ground Amphitheater with an additional seating section to accommodate tables and an open-air lounge area.
Services needed to expand the seating area at Southern Ground Amphitheater are as follows:

Task #1: Site Assessment

1. Contactor to complete a full site assessment of existing infrastructure, utilities, proposed construction limits, drainage, access, and soil conditions. A survey is available of the construction area, along with city gis data online.
2. Contractor to review and verify the existing soil conditions on site. If a Geotech is needed, then supply the Geotech consultant reference in proposal.
3. Contractor to review and verify existing modular wall strength and if it can be utilized for the expansion, or if it will need to be removed and rebuilt from a new foundation. If a structural engineer is needed, please supply the consultant's references in proposal.
4. Contractor responsible for locating all utilities and marking them appropriately prior to any construction.
5. Contractor responsible for locating all irrigations lines, and replacing any that are damaged, or need to be replaced.
6. If a Geotech and or structural engineer is used, they must be licensed in the state of GA, and provide detailed review of suitability of the soil and structure of the design.

Task #2: Site Earthwork and Site Construction

1. Contractor is responsible for calculating all earthwork for the construction of the proposed amphitheater expansion, utilizing the spot grades provided on the site plans.
2. Contractor to supply a bid unit cost for all earthwork, including a unit cost for bringing soil in or hauling off (including any structural soil if needed).
3. Contractor to supply a cost for any additional structural soil, gravel and/ or drainage needed underneath the slab.
4. Contractor to provide a cost for any soil testing for the weight of the concrete slab and wall structure.
5. Contractor to provide a cost for all erosion controls measures, and construction staging.
6. Contractor to supply bid unit costs for concrete pad, steps, modular block walls, and other hardscape items, but NOT including fencing, picketed railings, and guardrails.
7. Contractor to supply a bid unit costs for all fine grading of amphitheater lawn seating.
8. Contractor to supply bid unit costs for replacement of all sod.
9. Contractor to supply bid unit costs for replacement of irrigation as needed.

Task #3: Permitting

1. No LDP is required, but contractor is responsible for all erosion control measures on site.

Task #4: Construction Pricing Support

1. Contractor is responsible for supplying unit bid prices for all material for approval prior to construction.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. **(Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to ranking reductions.)**

***4.1.1 References*:** Offeror shall provide a minimum of **three** references that are using services of the type proposed in this RFP. The references may include any government or universities where the offeror, preferably within the last **five** years, has successfully set up and provided Audio System services. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, a complete description of the service type and dates the services were provided. These references may be contacted to verify offeror's ability to perform the services requested. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of this request. Negative references may be grounds for proposal disqualification.

***4.1.2 Resumes/Company Profile and Experience*:** Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects to perform the services requested. Offeror should specify how long it has been in the business of providing these services and under what company name.

***4.1.3 Method of Providing Services*:** Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.

SECTION 5: COST PROPOSAL

Proposal Price Certification

In compliance with the attached specification, the undersigned offers and agrees that if this proposal is accepted by the City Council within one hundred and twenty (120) days of the date of proposal opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY_____

ADDRESS_____

AUTHORIZED SIGNATURES_____

PRINT / TYPE NAME _____

SECTION 6: EVALUATION CRITERIA

6.0 Evaluation Criteria

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a ranking based on the information provided in Sections 3 through 5 of this RFP. As previously indicated, the Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations/demonstrations with one or more selected offerors.

In reviewing proposals, the Evaluation Committee will weigh the following:

1.	Ability to provide services listed in the "Scope of Project	25%
2.	Understanding of Project	20%
3.	Previous Comparable Experience	20%
4.	Approach	15%
5.	Cost	20%
		Total 100%

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 Additional Contract Provisions and Terms

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The Standard Terms and Conditions do not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under any resulting contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.1 Contract Term

The contract term is for a period not to exceed **60 days** beginning (02/2018), and ending (04/2018) Renewals of the contract, by mutual agreement of both parties, may be made at **any time.**

7.2 Subcontractors

The highest ranking offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for

the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.3 General Insurance Requirements

***7.4.1 General Requirements*:** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. Proof of insurance must be received at the address listed under *Section 1.1* within acceptable time limits established during the contract negotiation process.

7.4 Compliance with Workers' Compensation Act

The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established during the contract negotiation process.

7.5 Compliance with Security and Immigration Act

***7.5.1 Work Eligibility Verification Requirement*:**

(1) Pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program, as follows:

(a) On or after July 1, 2007, every public employer shall register and participate in a federal work authorization program to verify the work eligibility information of all new employees.

(b) No public employer shall enter into a contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

(c) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within the State of Georgia unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

(2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (b) and (c) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:

(a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

(b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and

(c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

(3) As of the date of enactment of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "Employment Eligibility Verification (EEV)/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Public employers, contractors and subcontractors subject to O.C.G.A. 13-10-91 shall comply with O.C.G.A. 13-10-91 and this rule by utilizing the EEV/Basic Pilot Program. The EEV/Basic Pilot Program can be accessed from the USDHS U.S. Citizenship and Immigration Services Internet website at http://www.uscis.gov/. Information and instructions regarding EEV/Basic Pilot Program Registration, Corporate Administrator Registration, and Designated Agent Registration can be found at that website address.

(4) All rules, regulations, policies, procedures and other requirements of the EEV/Basic Pilot Program or any other federal work authorization program defined in Rule 300-10-1-.01 and permitted to be used to satisfy the requirements of O.C.G.A. 13-10-91 and these rules, shall be considered additional requirements of this rule.

(5) In accordance with O.C.G.A. 13-10-91, public employers, contractors and subcontractors may utilize any other federal work authorization program operated by the United States Department of Homeland Security or any other 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, as such work authorization programs become available.

(6) A copy of these Chapter 300-10-1 rules, including any forms prescribed or available to administer and effectuate these rules, shall be published on the Georgia Department of Labor's website.

***7.5.2 Contractor and Subcontractor Evidence of Compliance*:**
(1) Pursuant to O.C.G.A. 13-10-91, public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract all of the following provisions:

(a) A provision stating that compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of the contract;

(b) A provision listing the three statutory employee-number categories of "500 or more employees," "100 or more employees," and fewer than 100 employees," as identified in O.C.G.A. 13-10-91, with a space provided for the contractor to check, initial or otherwise affirmatively indicate the employee-number category applicable to the contractor (**See *Appendix B* for the applicable form**); and

(c) Provisions stating that: (1) the contractor's compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor affidavit as shown in Rule 300-10-1-.07 which document shall become part of the covered contract; and (2) the contractor's agreement that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the

covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of employee-number category applicable to the subcontractor (**See *Appendix B* for the applicable form**).

(2) Pursuant to O.C.G.A. 13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the 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 and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement and is available from the Georgia Department of Labor.

(3) All portions of contracts pertaining to compliance with O.C.G.A. 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix B* and must be must be received at the address listed under *Section 1.1* within acceptable time limits established during the contract negotiation process.

7.6 Compliance with Laws

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.7 Contract Termination

The City may, by written notice to the Contractor, terminate any resulting contract without cause. The City must give notice of termination to the Contractor at least 30 days prior to the effective date of termination.

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. Unsealed proposals will not be accepted. No responsibility shall attach to The City of Fayetteville for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:
An offeror may withdraw his proposal before the expiration of the time during which proposals may be submitted without prejudice to the proposer, by submitting a written request of withdrawal to The City of Fayetteville Purchasing Office.

REJECTION OF PROPOSAL:
The City of Fayetteville may reject any and all proposals, and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with The City of Fayetteville. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. The City of Fayetteville shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various offerors.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:
The offeror may be required, upon request, to prove to the satisfaction of The City of Fayetteville that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any offeror is not satisfactory, the proposal of such offeror may be rejected. The successful offeror is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:
By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from bidding and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

INTEREST OF:
By submitting a proposal, the offeror represents and warrants that neither a Council Member, employee nor any other person employed by The City of Fayetteville has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:
The notice, invitation to offerors, general conditions, and instructions for offerors, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

PERFORMANCE PRIOR TO THE EXECUTION OF THE CONTRACT:
The successful offeror shall not begin performance of the project prior to the execution of a formal written contract by the City and the offeror. Any offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the offeror's risk, and shall not be entitled to any

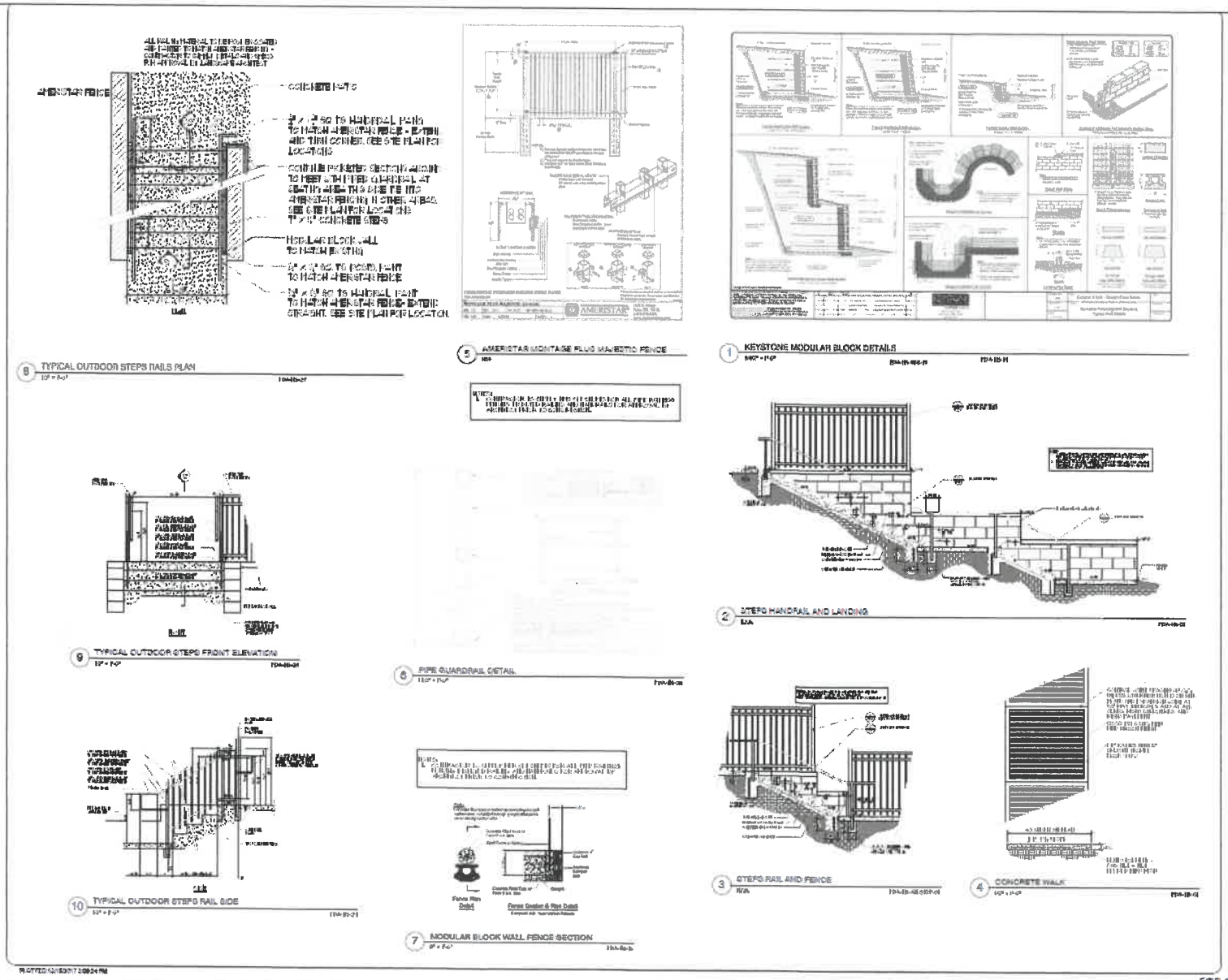
compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of the bid.

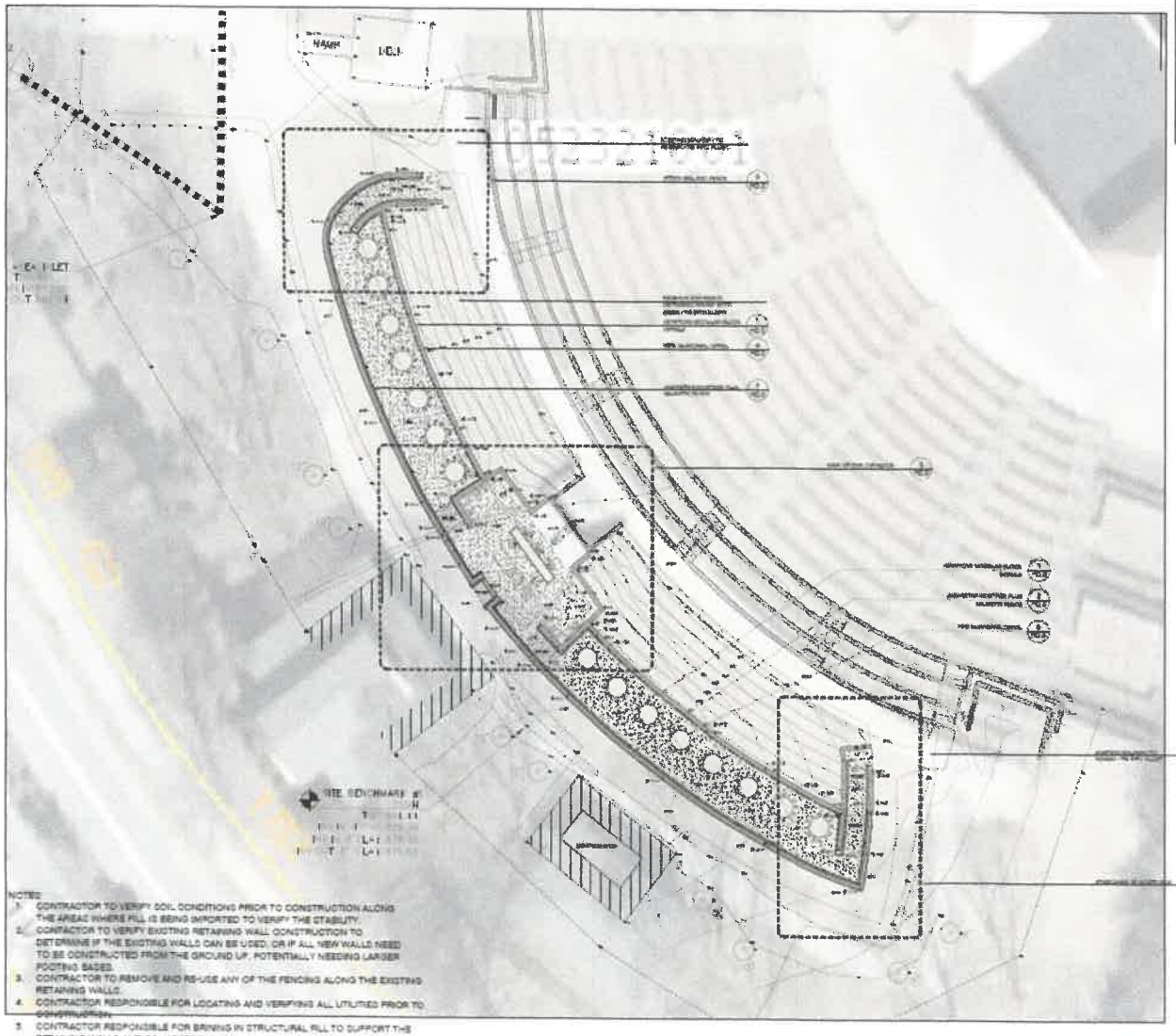
1. The instructions contained herein shall be construed as a part of any bid/proposal invitation and/or specifications issued by The City of Fayetteville and must be followed by each bid/proposal.
2. The written specifications contained in this bid/proposal shall not be changed or superseded except by written addendum from The City of Fayetteville. Failure to comply with the written specifications for this bid/proposal may result in disqualification by The City of Fayetteville.
3. All goods and materials shall be F.O.B. Fayetteville, Georgia and no freight or postage charges will be paid by The City of Fayetteville unless such charges are included in the bid/proposal price.
4. The following number, **RFP #SGA-18-1**, should be written clearly on the outside of your envelope in order to avoid opening in error.
5. All bids/proposals must be sealed, received and in-hand at bid/proposal due date and time. Each offeror assumes the responsibility for having his/her bid/proposal received at the designated time and place of bid/proposal due date. Bids/Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. The City of Fayetteville accepts no responsibility for mail delivery. Unsealed proposals will not be accepted.
6. Unless otherwise stated, all bids/proposals submitted shall be valid and may not be withdrawn for a period of 90 days from the due date.
7. Each bid/proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid/proposal. When submitting a Bid/Proposal package to the City of Fayetteville, the first page of your bid/proposal package should be the Bid or Proposal Form listing price, delivery, etc. unless the Proposal form is requested to be in a separate sealed envelope.
8. The City of Fayetteville reserves the right to accept a bid/proposal that is not the lowest price if, in the City's judgment, such bid/proposal is in the best interest of the City and the public. The City reserves the right to reject any and all bid/proposals.
9. Telephone, Telegraphic or Facsimile bids/proposals will not be accepted.
10. No sales tax will be charged on any orders.

11. If applicable, completed questionnaires must be signed manually. The City of Fayetteville reserves the right to accept or reject any bid/proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Offerors shall state delivery time after receiving order.
14. Offerors shall identify any subcontractors, and include an explanation of the service or product that they may provide.

APPENDIX B: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this RFP.


8 TYPICAL OUTDOOR STEPS RAILS PLAN
5 AMERISTAR MONTAGE PLUS MAJESTIC FENCE
1 KEYSTONE MODULAR BLOCK DETAILS
9 TYPICAL OUTDOOR STEPS FRONT ELEVATION
6 PIPE GUARDRAIL DETAIL
2 STEPS HANDRAIL AND LANDING
10 TYPICAL OUTDOOR STEPS RAIL SIDE
7 MODULAR BLOCK WALL FENCE SECTION
3 STEPS RAIL AND FENCE
4 CONCRETE WALK
CONSULTANT
SOUTHERN GROUND AMPHITHEATER
ARCHITECT
FOLEY DESIGN
SOUTHERN GROUND AMPHITHEATER
CITY OF FAYETTEVILLE
DEVELOPMENT AUTHORITY
HARDSCAPE DETAILS
HD.0
FOR CONSTRUCTION



VICINITY MAP

NOTES:

1. CONTRACTOR TO VERIFY SOIL CONDITIONS PRIOR TO CONSTRUCTION ALONG THE AREAS WHERE FILL IS BEING IMPORTED TO VERIFY THE STABILITY.
2. CONTACTOR TO VERIFY EXISTING RETAINING WALL CONSTRUCTION TO DETERMINE IF THE EXISTING WALLS CAN BE USED, OR IF ALL NEW WALLS NEED TO BE CONSTRUCTED FROM THE GROUND UP, POTENTIALLY NEEDING LARGER FOOTING BASES.
3. CONTRACTOR TO REMOVE AND RE-USE ANY OF THE FENCING ALONG THE EXISTING RETAINING WALLS.
4. CONTRACTOR RESPONSIBLE FOR LOCATING AND VERIFYING ALL UTILITIES PRIOR TO CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE FOR BRINING IN STRUCTURAL FILL TO SUPPORT THE RETAINING WALLS AND CONCRETE PATIOS.
6. CONTRACTOR TO QUANTIFY AND VERIFY AMOUNT OF FILL NEEDED PRIOR TO TO CONSTRUCTION.

CONSULTANT

SOUTHERN GROUND AMPHITHEATER

SEAL

ARCHITECT

FOLEY DESIGN

ADDRESS

SOUTHERN GROUND AMPHITHEATER

CITY OF FAYETTEVILLE DEVELOPMENT AUTHORITY

Sheet Title

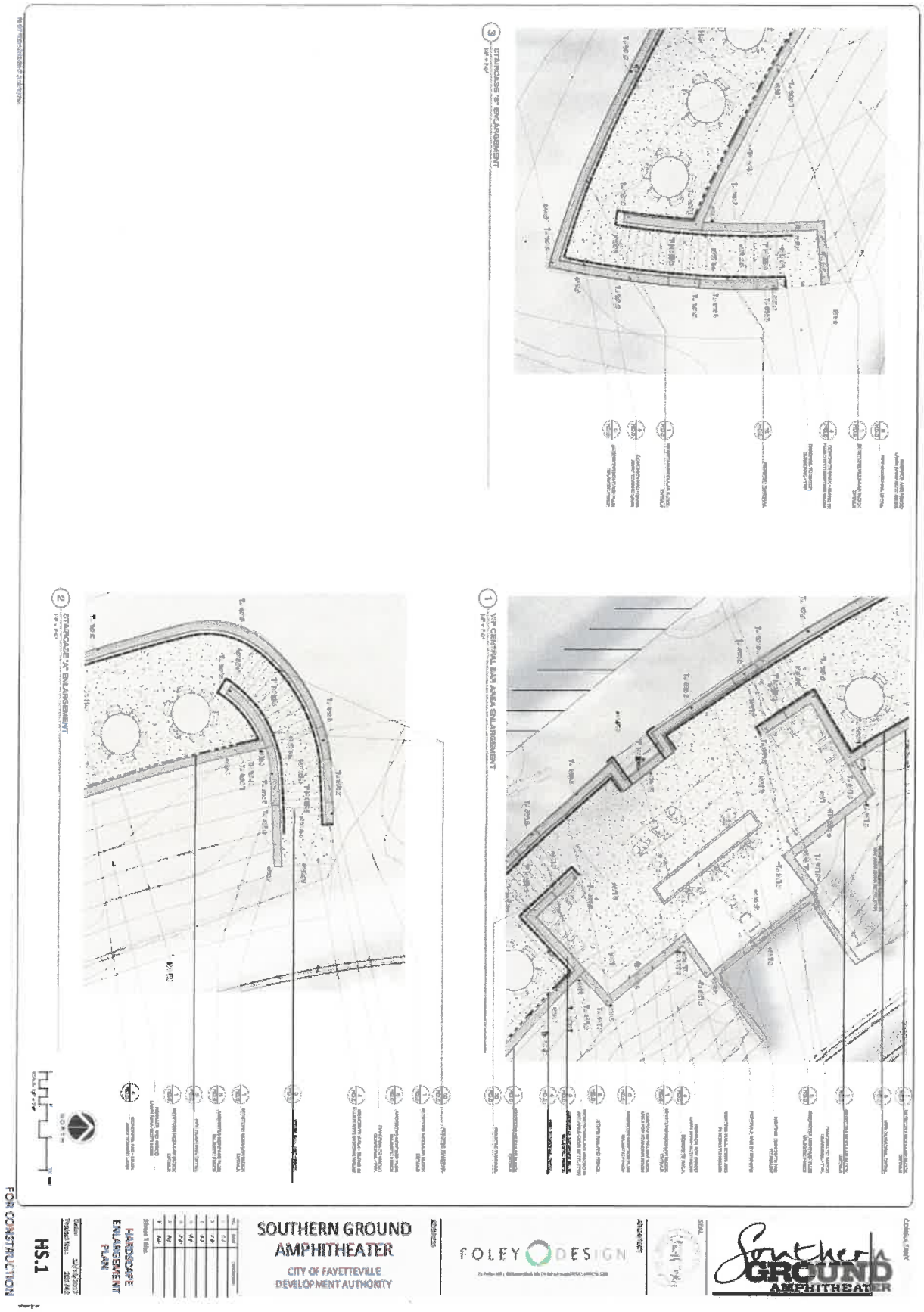
HARDSCAPE SITE PLAN

Date: 11/11/2021

Project No.: 200742

HS.0

FOR CONSTRUCTION



STAIRCASE "B" ENLARGEMENT
STAIRCASE "A" ENLARGEMENT
VIP CENTRAL BAR AREA ENLARGEMENT
SOUTHERN GROUND AMPHITHEATER
CITY OF FAYETTEVILLE DEVELOPMENT AUTHORITY
FOLEY DESIGN
HARDSCAPE ENLARGEMENT PLAN
HS.1
FOR CONSTRUCTION

CITY OF FAYETTEVILLE DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Fayetteville officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Fayetteville Official to whom the campaign contribution was made. Please use a separate form for each official to whom a contribution has been made in the past two (2) years.

_____

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Fayetteville Official.

Amount/Value Description

_____ _____

_____ _____

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Fayetteville and your relation:

_____ _____

_____ _____

I certify that the provisions of the O.C.G.A. 45-10-20 through 45-10-28 have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Authorized Signature_____Date_____
Print/Type Name_____

Print/Type Company Name Here_____
(Sign and return with proposal)

COMPLIANCE WITH GEORGIA SECURITY AND IMMIGRATION ACT
DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please indicate the employee/number category applicable to your organization by checking one (1) of the following boxes:

___ 500+ employees
___ 100 to 499 employees
___ 1 to 99 employees

Organization Name: _____

I certify that the above information is true and correct.

Signed: _____
Printed: _____
Title: _____
Date: _____

STATE OF GEORGIA
CITY OF FAYETTEVILLE
GEORGIA SECURITY AND IMMIGRATION
CONTRACTOR AFFIDAVIT AND AGREEMENT

Certification Regarding Georgia Department of Labor Compliance. Contractor certifies that it is in compliance with O.C.G.A. Section 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and that it has registered and currently participates in the federal work authorization program* to verify information of all new employees as of July 1, 2007 if Contractor employs 500 or more employees, or July 1, 2008 if Contractor employs 100 or more employees, or July 1, 2009 if Contractor employs fewer than 100 employees or July 1, 2009, with respect to all public employers, contractors or subcontractors. Further, as part of any subcontracting agreement, the Contractor certifies that any subcontractor entering into this contract for the physical performance of services within this state is in compliance with O.C.G.A. Section 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify information of all new employees as of July 1, 2007 if the subcontractor employs 500 or more employees, or July 1, 2008 if the subcontractor employs 100 or more employees, or July 1, 2009 if the subcontractor employs fewer than 100 employees or July 1, 2009, with respect to all public employers, contractors or subcontractors.

The Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

_____
EEV/Basic Pilot Program* User Identification Number

Contractor Name
_____

Title of Authorized Officer or Agent of Contractor
_____

Printed Name of Authorized Officer or Agent
_____

Signature of Authorized Officer or Agent Date
Sworn to and subscribed before me this _____ day of _____, 20___.
Notary Public: _____
County: _____
Commission Expires: _____

NOTE:
As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

NOTICE OF "NO BID"

BID NO. _____ RFP NO. _____ QUOTATION NO. _____

CLOSING DATE:_____

IMPORTANT NOTICE – Please read

It is important to the City of Fayetteville to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation or proposal; however, if this "Notice of No Bid" is not executed and returned, your company may be deleted from our list of qualified bidders/proposers.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below. State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to this specification _____
3. Unable to quote completely _____
4. Cannot handle due to present plant loading _____
5. Quantity/job too large _____
6. Quantity/job too small _____
7. Cannot meet delivery/completion requirements _____
8. Agreements with distributors/dealers do not permit us to sell direct _____
9. Licensing restrictions _____

Other reasons/additional comments: _____

_____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF COMPANY REPRESENTATIVE: _____

POSITION: _____

TELEPHONE NO.: _____ DATE: _____

PLEASE FAX TO (770) 460-4238, E-MAIL TO dballard@cityoffayetteville-ga.gov, OR MAIL TO THE ADDRESS PROVIDED IN THIS OFFERING TO THE ATTENTION OF DANIELLE BALLARD IDENTIFYING THE ENVELOPE AS CONTAINING "NOTICE OF NO BID".

CITY OF FAYETTEVILLE
BID TABULATION

Department: Mainstreet
Date: Thursday February 1, 2018
TIME: 4pm

Description: SGA-18-1 Landscape/Site Construction at Southern Ground Amphitheater

COMPANY NAME	BID BOND	BID AMOUNT	OPT1	OPT2	OPT3	NOTES
Ameriscape Landscape Inc		143,115.00				

*** Refer to Bid Specification for item description**