



INVITATION TO BID

**UNIFORM RENTAL/LAUNDRY SERVICES
& FLOOR MAT RENTAL**

Bid Deadline November 19, 2020 at 3:00 pm

There will be a non-mandatory pre-proposal meeting on November 09, 2020.

Questions should be directed to Melissa Richard, Business Manager, via email
to

RFPinfo@chambleega.gov.

Submit Proposals to:

City of Chamblee
Attn: Melissa Richard
5468 Peachtree Road
Chamblee, GA 30341
and

RFPinfo@chambleega.gov

October 19, 2020

Schedule of Events

Release Date	Monday	10/19/20
Q&A Process Begins	Monday	10/19/20
Non-Mandatory Pre-Proposal Meeting (10:00 AM, Police Department Training Room)	Tuesday	11/02/20
Q & A Process Ends (12:00 PM)	Tuesday	11/09/20
Bid Submittal Due (3:00 PM hard copy & emailed submission)	Thursday	11/19/20
City Council Award	Thursday	12/10/20

Contact for Proposal

Questions regarding this Invitation to Bid shall be directed to Melissa Richard, Business Manager, RFPinfo@chambleega.gov, no later than 12:00 PM, November 9, 2020.

Invitation to Bid

The City of Chamblee, hereinafter called "City," will receive sealed Bids for the Uniform Rental, Laundry & Floor Mat Services until **3:00 PM on Tuesday, November 19, 2020**, addressed to the attention of Melissa Richard, at Chamblee City Hall, 5468 Peachtree Road, Chamblee, Georgia and electronically to RFPinfo@chambleega.gov. Bids are legal and binding when submitted. Any Bid received after the time and date specified for the submittal will **NOT** be considered.

No Bid may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for Bid submittal.

The City reserves the right to reject any and all bids and to waive any informalities or irregularities, to request clarification or information submitted, to request additional information from any Bidder, or to reject any or all Bids, and to re-advertise for Bids. The City also reserves the right to extend the date or time scheduled for the submission and/or opening of Bids.

It is the responsibility of the bidder to inquire about any requirement of this ITB that is not understood. Responses to inquiries, if they change or clarify the ITB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the ITB and attended the Pre-Proposal meeting. The City will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the ITB must be made in writing to RFPinfo@chambleega.gov.

Bids will not be publicly read out loud. The City intends to award a Contract to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line by line in the best interest of value to the City. The Bidder(s) awarded the Contract must provide required insurance coverage and evidence of business or occupational license(s) as outlined in the Invitation to Bid documents.

Purpose

The City is soliciting bids for Uniform Rental/Laundry Services and Floor Mat Rental Services based on the specifications provided herein. The City is looking for a cost-effective solution to properly equip public works employees with high-quality uniforms when their job duties include daily exposure to heavy soil, dirt, grease, and oil.

Scope of Work

Vendor shall provide a bid with price for ten (10) high-quality uniform types and sizes assigned per each employee - five (5) at the beginning of the cycle that are ready to wear, and five (5) back at the Vendor for cleaning and/or repair, etc. The Vendor shall:

- Supply uniforms for approximately 40 public works employees.
- Manage the initial measurement/fitting of staff through on-site needs analysis.
- Pick up and professionally launder and furnish uniforms weekly.
- Inspect garments for rips, flaws, missing buttons, etc. and automatically repair or replace damaged items.
- Offer name tags and other embellishments if needed.
- Furnish complete inventory control process and include full program management.
- Provide floor mat cleaning and rental service - Standard Mats

Uniform General Descriptions & Requirements

Article	Colors	Description
Auto Shop Shirt, Short Sleeve	Navy	Oil blocking with two front pockets, sleeve utility pocket, and city logo (front)
Auto Shop Pants	Navy	Two front pockets, two rear pockets
Cargo Pants	Navy, Khaki	Polyester/cotton blend with two front pockets, two rear pockets, and two leg pockets
Polo Shirt, Short Sleeve	Navy, Blue	100% polyester moisture-wicking with employee name and city logo (front)
Polo Shirt, Long Sleeve	Navy, Blue	100% polyester moisture-wicking with employee name and city logo (front)
T-Shirts, Short Sleeve	Hi-Visibility Yellow, Charcoal, Blue	100% cotton with city logo (front)
T-Shirts, Long Sleeve	Hi-Visibility Yellow, Charcoal, Blue	100% cotton with city logo (front)
Beanie Hats	Navy	With city logo
Mesh Cap	Navy	With city logo
Winter Jacket	Hi-Visibility Yellow, Blue	Polyester/cotton blend, lined, two front pockets, waist length with name and city logo (front)
Winter Coveralls	Navy	Zip front, lined with two front pockets
Hi-Visibility Vests	Hi-Visibility Yellow	
Boots	Brown	Steel Toe
Mats	Gray	100% Nitrile rubber with a core thickness of 0.065" and edge thickness of 0.107". Body of the

		<p>mat shall be 100% static-dissipating, nylon yarn. Mats shall have a yarn weight of 17 oz. per square yard with a pile height of 7/16". Available color shall include Black, Navy Blue, Gray. Available sizes shall include the following:</p> <p>3' X 5' with an average weight of 8lbs. – six (6 floor mats).</p> <p>3' X 10' with an average weight of 15 lbs. – three (3 floor mats).</p>
--	--	---

Term of Uniform Services

The term is for two (2) years if both the City and vendor agree, the term may be extended up to three (3) years. No pricing changes are allowed during the first two years of the term. For subsequent years, no price change will be allowed without agreement of all parties. Any price increase must be submitted to the City at least sixty (60) days prior to the end of the first term.

It is the responsibility of the bidder to inquire about any details of this RFP that are not understood. All inquiries must be submitted by email. Responses to inquiries, if they change the RFP in a substantial manner, will be forwarded by email addenda to all parties that have received a copy of the RFP. Therefore, it is the responsibility of the bidder to ensure an email address has been provided.

Bid Conditions

- Sealed Bids, marked Uniform Bid for the City of Chamblee shall be submitted to the City, attention to Melissa Richard, Chamblee City Hall, 5468 Peachtree Road, Chamblee GA 30341. Deadline for submittals is November 19, 2020 at 3 PM.
- Bids shall also be emailed in a .pdf format to RFPinfo@chambleega.gov, with the subject line of the email: **Uniform Rental, Laundry & Floor Mat Services Bid** and opening date. Facsimiles will not be accepted.
- No bid may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for Proposal opening.
- The City reserves the right to reject any and all bids and retains the right to waive any and all formalities.
- There will be a non-mandatory pre-proposal meeting held on Monday, November 9, 2020 at 11:30 AM. Questions regarding the project and procedural aspects of the proposal will be answered at this time.
- Bids shall be privately opened.

Award

The City intends to award a Contract to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line by line in the best interest of value to the City.

Proposal Requirements

- **Cover Letter**

The cover letter should express interest and highlight relevant qualifications. The cover letter shall be signed by a person with the corporate authority to enter into any contract which results from the RFP.

- **Qualifications & Related Experience**

Provide a brief description of the firm – size, history, location, and other pertinent information. Each proposer shall document its staff, experience, and qualifications by describing at least three (3) experiences with similar project scopes and experience managing similarly structured contracts.

- Qualifications including the experience in the proposed project methodology and public sector and/or municipal experience;
- Summary of experience, including the number of years of relevant experience and representative project experience with the project name, client, and approximate dates performed;
- Description of any specialty equipment or capabilities;
- Other supporting documentation which demonstrates the ability to successfully perform the work.

Key Team Members

Provide an organizational chart with key team members indicating their role and their office location. One-page resumes may be provided for up to 5 key team members as an Appendix that is not counted in the 20-page limit.

References

Using the Contract References form in Appendix A, the offeror shall include a list of five (5) references related to projects completed within the last four (4) years.

Required Forms

See Appendix A.

Fee

Fee proposals shall be SEALED in a separate envelope, which will not be opened until after other criteria have been considered. The fee should include (1) A total cost estimate and not to exceed amount for the work described under the Scope of Work; (2) A rate schedule for computing any extra work not specified

in the contracted Scope of Work, including hourly rates for all positions plus unit costs for incidental expenses. The costs will be scored with the lowest cost receiving the maximum number of points and the highest cost receiving the minimum number of points and each price in between allocated points based on a sliding scale.

The City of Chamblee reserves the right to negotiate cost with any and all Firms that may be awarded work under this Request for Proposals. Additionally, the City of Chamblee reserves the right to negotiate parity in any and all costs with any and all Firms. Such negotiations are at the sole discretion of the City of Chamblee.

The term of the Contract will begin with the Notice to Proceed (NTP) and be completed by December 30, 2021. The City of Chamblee requires pricing to remain firm for the duration of the initial term of the Contract. Failure to hold firm pricing for the initial term of the Contract will be sufficient cause for the City to declare the bid non-responsive.

Proposal Conditions

- Sealed Proposals, including one original and three copies, marked Stormwater System Infrastructure Locate and Assessment shall be submitted to the City, attention to Courtney Frisch, no later than **3:00 PM on Thursday, November 19, 2020** to Chamblee City Hall, 5468 Peachtree Road, Chamblee, Georgia.
- Proposals shall also be emailed in a .pdf format to RFPinfo@chambleega.gov, with the subject line of the email: **Proposal for Uniform Rental, Laundry & Floor Mat Services Bid** and opening date. Facsimiles will not be accepted.
- Fees shall be submitted in a separately sealed envelope marked **Fee Proposal for Uniform Rental, Laundry & Floor Mat Services Bid** no later than 3:00 PM on Thursday, November 19, 2020 to Chamblee City Hall, 5468 Peachtree Road, Chamblee, Georgia.
- Fees shall also be emailed in a .pdf format to RFPinfo@chambleega.gov, with the subject line of the email: **Fee Proposal for Uniform Rental, Laundry & Floor Mat Services Bid**.
- No proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for Proposal opening.
- The City reserves the right to reject any and all proposals and retains the right to waive any and all proposal formalities.
- The offeror is responsible for all costs incurred by the offeror or his/her subcontracts in responding to this request for proposals.
- There will be a non-mandatory pre-proposal meeting held on, Tuesday November 2, 2020 at 10:00 AM. Questions regarding the project and procedural aspects of the proposal will be answered at this time.

Evaluation Criteria

The City intends to award the contract to the consultant deemed most qualified and responsive to the requirements of the project. The selection of a consultant shall be based on qualifications submitted as well as project references. Criteria for selection will include the following:

- Experience (25%) – The specific experience, professional competence, and qualifications of the proposing firm and personnel.
- Project Understanding & Schedule (30%) – A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firms plans for accomplishing the scope of services.
- References (20%) - References and previous client evaluations from other governments and/or commercial entities based on reference checks.
- Cost (25%) – Costs will be evaluated

Selection Process

Following receipt of the proposals, an evaluation committee will review and evaluate all proposals. The proposals will be initially evaluated based on the written material provided. The evaluation committee may invite finalists for an in-person or virtual presentation for the purpose of introducing key members of the project team and allowing the City to fully understand the firm's ability to meet the technical requirements.

The award of the contract shall be at the sole discretion of the City. The City intends to award the contract to the Proposer deemed most qualified and responsive to the requirements of the project. The City reserves the right to award the contract without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the offeror can propose.

Bid Package

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Each bidder shall submit a bid package with the following:

Contact Information & Description of Company

Bidders must submit contact information of the company representative for the City of Chamblee and a description of the company, including services provided.

Bid Form Rate Sheet

Bidders must submit shall submit a completed Bid Form Rate Sheet

Appendix A: Mandatory Bid Forms

- Bid Form
- Bid Unit Price Form
- Contractor References

- Contractor Affidavit
- W-9 Form
- Vendor Conflict of Interest Disclosure Form

1. Bid Form

Uniform Rental/Laundry Services & Floor Mat Rental

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Invitation to Bid, Bid Conditions, Bid Package, Bid Forms, General Conditions, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Chamblee, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

The Bidder agrees, if this Bid is accepted, to enter into the written Contract with the City in the form of Contract (properly completed in accordance with said Proposal Documents), and the Contract Documents Uniform Rental Services for Public Works at the City of Chamblee, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by the Contract Documents.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Solicitation Documents (identified by number).

Addendum Number	Date

SIGNED THIS _____ DAY OF _____, 2020.

Bidder's Name	Authorized Signature of Bidder
Official Address	(Print Name of Signer Above)
Telephone Number	Email Address

- Bid Unit Price Form

Vendor Name: _____

Vendor shall provide a bid with price for ten (10) high-quality uniform types and sizes assigned per each employee – five (5) at the beginning of the cycle that are ready to wear, and five (5) back at the Vendor for cleaning and/or repair, etc.

Article	Unit Price	Total Cost per Week	Replacement Cost
Auto Shop Shirt, Short Sleeve, Navy			
Auto Shop Pants, Navy			
Cargo Pants, Navy			
Cargo Pants, Khaki			
Polo Shirt, Short Sleeve, Navy			
Polo Shirt, Short Sleeve, Blue			
Polo Shirt, Long Sleeve, Navy			
Polo Shirt, Long Sleeve, Blue			
T-Shirts, Short Sleeve, HI-Visibility Yellow			
T-Shirts, Short Sleeve, Charcoal			
T-Shirts, Short Sleeve, Blue			
T-Shirts, Long Sleeve, HI-Visibility Yellow			
T-Shirts, Long Sleeve, Charcoal			
T-Shirts, Long Sleeve, Blue			
Supervisors - Long Sleeve Button Down Shirt			
Supervisor - Short Sleeve Button Down Shirt			
Beanie Hats, Navy			
Mesh Cap, Navy			
Winter Jacket, Hi-Visibility Yellow			

Winter Jacket, Blue			
Winter Coveralls, Navy			
Hi-Visibility Vests, Yellow			
Charge for print department logo on jackets, shirts, coveralls, caps and hats			
Charge for embroidery department logo on jackets, shirts, coveralls, caps and hats			
Oversize charges if any 1X – 6X			
Boots, Brown			
Mats, Gray 3' x 5'			
Mats, Gray 3' x 10'			

- **References**

List below customers for whom you have provided services (preferably, similar services) in the past four (4) years or with whom you are presently contracting. Ensure references below have been contacted and agree to provide the City with a reference including answers to questions posed by the City. Please submit at least 3 references for which similar work and services were provided: proposal.

Organization	Address	Contact Person	Contact Information	Description
1.				
2.				
3.				

Subcontractors: Please list any subcontractor(s) to be used on the job with a summary of their role(s).

Subcontractor Name	Role
1.	
2.	

3.	
----	--

- **Contractor Affidavit & Agreement**

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 Chamblee has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - 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), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the City of Chamblee, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Chamblee within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

EEV / Basic Pilot Program* User Identification Number

Enter four to six-digit numbers

BY: Authorized Officer or Agent

Date

(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

- **SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the City of Chamblee has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - 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), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with **Uniform Bid** on behalf of the City of Chamblee, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with [O.C.G.A.13-10-91](#). The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

EEV / Basic Pilot Program* User Identification Number

Enter four to six-digit numbers

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

• IRS W-9 Form

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the U.S.)</i></p> <p>5 Address (number, street, and apt. or suite no.) See Instructions. Requester's name and address (optional)</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>		
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>		
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</p>		
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 10-2018)</p>

Appendix B: Contract Template

ESTIMATED QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based up an average of actual annual usage.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

PURCHASE ORDER

The successful bidder will be issued a purchase order from the City of Chamblee, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications and the terms and conditions of the purchase order.

CONTRACT TERM

The pricing provided for this ITB shall be firm for three (3) years. Upon mutual agreement between the City and the vendor, the pricing provided in this ITB may be extended for two (2) additional one (1) year periods not to exceed five (5) years in total.

Sample Purchase Agreement

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Chamblee. The required provisions are:

**GENERAL SERVICES AGREEMENT BETWEEN
AND THE CITY OF CHAMBLEE
FOR _____**

The City of Chamblee, having its offices at 5468 Peachtree Road, Chamblee, GA 30341 ("City"), and

("Contractor") a(n) _____

(State where organized)

(Partnership, Sole Proprietorship, or Corporation)

with its address

at _____

agree as follows on this _____ day of _____,
20____.

The Contractor agrees to provide services to the City under the following terms and conditions:

- **DEFINITIONS**

Administering Service Area/Unit means _____.

Contract Administrator means, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit. Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____.

Project name _____

- **DURATION**

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

- **SERVICES**

A. The Contractor agrees to provide _____
type of service

("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits

Invitation to Bid No. _____ and all Addendum thereto (if any)

Bid Proposal of Contractor, dated _____, and restated and attached as Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Contract Time

The Contractor shall commence work under this Contract as soon as possible after the award and must complete work no later than _____ days after the notice to proceed.

If said work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty the sum of ____ dollars per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

Contract Price & Payment

The Contract Price to be paid to Contractor for the full performance of Contractor's obligations under this Agreement is \$_____. Payments shall be made as follows:

Monthly as the work progresses, the City shall pay the Contractor the amounts earned during the preceding month less 5% to be withheld as retainage until the work is complete; with the remaining Contract Price, including the previously withheld retainage, to be paid within thirty days after the work is fully completed and accepted by the City of Chamblee and the following conditions precedent are satisfied.

Final payment shall not be made until the Contractor submits satisfactory proof to the City that all just claims for labor, material, skill, tools, and equipment incident to said work have been fully paid by the Contractor, and that the Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

Bonds & Insurance

Within ten (10) calendar days from the date of this Contract, the Contractor as principal and _____, a surety company qualified to do business in Georgia, as surety shall provide payment and performance bonds in a form acceptable to the City and the insurance coverage outlined in the General Conditions for the amounts and terms specified therein, as evidenced by a Certificate of Insurance to be furnished.

This Contract, executed in triplicate, constitutes the full agreement between the parties, and no part of this Contract shall be sublet by the Contractor without written approval of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon the day and year first above written.

City of Chamblee, Georgia	Contractor:
By:	By:
City Manager	
Attest:	By:
City Clerk	
[Seal]	[Seal]

General Conditions

Insurance. If a contract is awarded, the successful Contractor shall procure and maintain (for the duration of the project), at a minimum, all of the insurance coverage required herein. The Contractor shall provide proof of minimum insurance coverage. The certificates of insurance must certify that each policy has been endorsed to provide thirty (30) day notice to the City of Chamblee in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required.

- **Workers' Compensation and Employer's Liability** – Workers compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability Policy.

- **Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.
- **Commercial General Liability** – Coverage to be provided on “occurrence” and not “claims made” basis. The coverage is to include a minimum bodily injury limit of \$1,000,000 for each person and \$1,000,000 for each accident. The insurance must be written by an insurance company with an “A” financial rating by the latest Best’s Insurance Report. The City shall be named as an additional insured on the Contractor’s Commercial General Liability insurance policy and the insurance certificate must list the City of Chamblee as an additional insured.
- **Property Insurance** – Unless otherwise directed in writing by the City, before starting the work, the Contractor shall obtain, and shall maintain for the duration of the project, a Builder’s Risk Policy upon the project for the full cost of replacement at the time of loss, including existing structures. The insurance shall name the Contractor, the City, the Project Engineer, any consultants designated by the City, and all subcontractors and suppliers as insureds.
- **Professional Liability Insurance** – If and to the extent the work and services to be provided by the Contractor under this Agreement includes any design services, the Contractor shall carry professional liability insurance with limits of not less than \$1,000,000 per claim and in the aggregate.

The Contractor shall also require all of its subcontractors to carry the same forms of insurance, with limits appropriate for the scope of work they are performing.

Subcontractors. Upon the City’s request, the Contractor shall promptly provide copies of any subcontracts and purchase orders it enters into for work to be performed on this project, as well as a list and contact information for all of the Contractor’s subcontractors and suppliers. While the City will not direct the work of the Contractor’s subcontractors and suppliers or be responsible therefor, the City shall be entitled to contact subcontractors and suppliers directly to confirm their receipt of payment and for other legitimate purposes. The Contractor shall not enter into a subcontract or purchase order with any subcontractor or supplier to which the City reasonably objects. The Contractor agrees to bind every subcontractor and supplier to all of the provisions on this Agreement and the Contract Documents which are applicable to their scope of work.

Compliance with Applicable Laws. The Contractor is contractually bound to have and maintain all business licenses, contractor licenses, and other licenses which may be required to perform the work called for by this Agreement. The Contractor is also fully responsible for obtaining all required permits, and for complying with all applicable building codes, regulations, ordinances, environmental requirements, and other legal requirements (state, federal, and local) which may apply to this Agreement or the work and services to be performed pursuant to this Agreement.

Safety. Safety is of utmost importance to the City. The Contractor shall be fully responsible for maintaining a safe worksite throughout the duration of the project, including, but not limited to, complying with all OSHA requirements and other state and federal laws; complying with the federal Americans with Disabilities Act; implementing and adhering to an appropriate written safety plan for the project (which shall be provided to the City upon request); designating an authorized safety representative, to be identified to the City in writing; and taking all reasonable steps to protect persons, equipment, and property. The Contractor’s safety representative shall promptly report any accidents or injuries which

occur on the project site to the City and to appropriate authorities. The Contractor shall also be responsible for maintaining appropriate erosion control and for maintaining site accessibility, as well as a clean site at all times.

Changes. The City shall have the right to implement changes to the work and/or the scope and terms of the Agreement by issuance of a written Change Order or Amendment to the Agreement, signed by an authorized representative of the City. If the City believes that the subject change should result in an adjustment (increase or decrease) to the Contract Price and/or the Contract Time, the City may include the proposed adjustment in the Change Order or Amendment. If the Contractor believes that the Change Order or Amendment will affect the Contract Price or the Contract Time (or that the adjustment should be different than the adjustment proposed by the City), the Contractor shall promptly notify the City in writing and the parties shall attempt to negotiate and agree upon a mutually-acceptable, equitable adjustment to the Contract Price and/or Contract Time. If an agreement cannot be reached, the City may direct the Contractor to proceed with implementing the directed change, with the adjustment (if any) to be resolved later, and the Contractor shall be obligated to promptly do so. If a mutual agreement is not reached, either party shall be entitled to pursue a Claim by complying with the following paragraph. The Contractor shall not perform any extra work or deviate from the Contract Documents, and shall not be entitled to any additional compensation or time extension, in the absence of a written Change Order or Amendment, signed by an authorized representative of the City, authorizing the performance of such work. Should the Contractor become aware of any errors or omissions in the Contract Documents, the Contractor shall immediately notify the City in writing so that the issue can be promptly addressed.

Claims. In the event a dispute arises between the parties which cannot be resolved by mutual agreement, either party is entitled to submit a Claim to the other party by providing written notice to the other party's authorized representative. Any Claim by the Contractor which seeks an adjustment of the Contract Price or Contract Time must be submitted within ten (10) Business Days of the event or circumstance giving rise to the Claim, and all supporting documentation (including cost documentation and any scheduling analysis) shall be promptly submitted as soon as it is available. Any Claim by the Contractor which is not timely submitted shall be deemed waived. The Contractor shall continue the work despite the existence of any Claim.

Termination of Contract for Cause. If, through any cause other than force majeure, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

Termination of Contract for Convenience.

The City may terminate this Contract at any time for any reason by giving at least thirty (30) days written notice to the Contractor of such termination and specifying the effective date.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photograph and reports prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the actual date of termination.

If this Contract is terminated as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Contractor shall not be entitled to any compensation, overhead, or anticipated profit for work not performed.

Release of Materials Pursuant to the Georgia Open Records Act. All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Contractor (the "Materials") in the performance of this Contract shall be governed by the Georgia Open Records Act. The Contractor shall not release or deliver any Materials to the general public or to local officials pursuant to a written or oral request under the Georgia Open Records Act unless authorized in writing to do so by the City of Chamblee.