

REQUEST FOR PROPOSALS

prepared for

THE CITY OF PORT WENTWORTH, GEORGIA



FOR:

PROFESSIONAL CONSTRUCTION SERVICES

May 13, 2024

1.0 GENERAL PROVISIONS

1.1 Purpose

The City of Port Wentworth (City) is seeking qualification proposals from qualified Respondent(s) for the provision of construction management services for a new Hockey facility and Amphitheater at the Port Wentworth Recreational Complex. This project will consist of a twin ice surface facility for community use and housing the Savannah Ghost Pirates team offices and team training space. Amenities include a full-service restaurant, concession, special event space and team store/pro shop and a proposed Amphitheater venue with approximately 5000 seats.

1.2 Proposal Submission

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal. Each Respondent is responsible for full and complete compliance with all laws, rules, and regulations, which may be applicable. Respondents desiring to provide services as described herein shall submit proposals as follows:

- An original submittal not to exceed 25 pages back and front (excluding the Cover Page and Exhibits) plus four (4) bound hard copies; and
- An electronic copy of the Proposal, including any Exhibits, on flash drive/thumb drive

Proposals shall be in sealed opaque envelopes and proposers should indicate on the outside label of their proposal package the following information:

1. RFP Title
2. Date and time for submission
3. Company Name

All proposals must be delivered no later than 4:00 pm (local time), **Wednesday, June 12, 2024**, to the attention of:

City of Port Wentworth Development Services Office

Jason Stewart , Assistant City Manager

7306 GA Hwy 21 Suite 301

Port Wentworth, GA 31407

L A MANDATORY pre-bid conference will be held May 16, 2024 , at 11:00 am. Vendors are required to attend in person at the Port Wentworth CLIC located at 2 Magnolia Boulevard; Port Wentworth, GA; 31407.

Proposals will not be accepted from any firm that does not attend the pre-bid meeting for Port Wentworth Construction Services. LATE PROPOSALS WILL NOT BE CONSIDERED.

The RFP can be found on Port Wentworth's web site at the following link: www.portwentworthga.gov All questions regarding this RFP should be sent in writing via email and directed to Jason Stewart, Assistant City Manager, at jstewart@portwentworthga.gov . Deadline for questions regarding the RFP are due by 5:00 PM (local time) on **May 24, 2024**. Information, clarification, and/or responses to questions regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP by 5:00 PM (local time) on **June 3, 2024**. The only official answer or position of Port Wentworth will be the one stated in writing.

Upon submission, all proposals become the property of the City which has the right to use any or all ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted. All work papers/products developed as part of the contract performance become property of the City upon termination or completion of the provision of services. The cost for development of the written proposal and the oral presentation are entirely the obligation of the Respondent and shall not be chargeable in any manner to the City.

1.3 Acceptance/Rejection of Proposals

The City reserves the right to reject any proposal which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, incomplete or unbalanced proposals or irregularities of any kind. Submittal requirements of this RFP are for evaluation and selection purposes only. The City may award a contract to the next most qualified Respondent if a selected Respondent does not execute a contract within thirty (30) days after the award of the proposal.

1.4 Consideration of Proposals

Proposals will be considered from Respondents normally engaged in providing and performing services as specified herein. The Respondent must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions before recommending any award.

1.5 Proposal Withdrawal

Any Respondent may withdraw his proposal by written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the City the services as set forth in Section 3.0 Scope of Services, or until one or more of the proposals has been awarded.

1.6 Non-Warranty of Request for Proposals

Due care and diligence have been used in preparing this RFP. The City shall not be responsible for any error or omission in this RFP, nor for the failure on the part of the Respondents to ensure that they have all information necessary to affect their proposals.

1.7 Request for Clarification

The City reserves the right to request clarification of information submitted and to request additional

information of one or more Respondents, either orally or in writing.

1.8 Contact with the Evaluation Committee

To ensure fair consideration for all Respondents, the City prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in Section 1.8.1. Additionally, the City prohibits communications initiated by a Respondent to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time of an award decision. Any communication between a Respondent and the City will be initiated by the City Manager or designated representative in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Respondent to anyone other than the email provided in Section 1.2 above, may be grounds for disqualifying the offending Respondent from consideration of award of the proposal being evaluated and/or any future proposal. It will be the responsibility of the Respondent to contact the City's designated representative prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to confirm receipt of all addenda with the proposal.

1.9 Examination of Request for Proposals

Before submitting a proposal, it shall be the Respondent's responsibility to examine thoroughly the RFP or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Respondent of complete performance under the contract.

1.10 Drug Free Workplace

During the evaluation of proposals, all factors in the proposal process being equal as to ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace.

1.11 Workplace Violence

Employees of the Respondent (or responders to this RFP) are prohibited from committing any act of workplace violence. Violation may be grounds for termination.

1.12 Development Costs

The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposer's responses should be concise and demonstrate the proposer's ability to meet the requirements of the RFP.

2.00 SCOPE OF SERVICES

The City, a political subdivision of the State of Georgia, is seeking qualifications from qualified firms to provide construction management services for a new 88,104 square foot community ice skating facility and 50,000 square foot amphitheater complex in the new Anchor Park. The new facilities will include the following amenities:

New 88,104 SF 2-rink ice arena:

- o 2 NHL sized (85'x200') ice rinks
- o 9 team locker rooms
- o 2 multi-purpose meeting/party rooms

- o Concession area
- o Full service restaurant
- o Pro-shop and Team Store
- o Administrative offices
- o Ghost Pirates dedicated team training space
- o Ghost Pirate administrative offices
- o Bleacher seating for approximately 300 spectators per rink
- o Additional support facilities such as ice resurfacer room, refrigeration room, and storage space
- **New approximately 50,000 SF amphitheater:**
 - o The amphitheater seating will be fully covered with a roof structure open on 2 sides
 - o Total seating for approximately 5,000 spectators. 3,000 seats in fixed bleachers and 2,000 non-fixed floor seats
 - o Upper-level premium seating area
 - o Back of house area to include green rooms, office space and loading platform to accommodate 2 semi-trucks
 - o Raised stage approximately 40'x60' with overhead rigging for equipment support
 - o Sound/lighting stage
 - o Entry plaza with ticketing/entrance booth
 - o Flex areas for setup of vendor tents/booths and food trucks

- o Concessions
- o Portable basketball floor system
- o Restrooms
- o Storage

Site Development

- o Site ready building pad will be provided
- o Parking lot development should not be bid as part of this contract
- o Sidewalks, entry ways and amphitheater plaza development should be included
- o CM will be responsible to coordinate construction schedule and phasing any sitework with other contractors
- o Final site extents will be provided once defined by the city

2.1 Project Description:

The project consists of the new community ice skating facility and amphitheater complex as outlined above. The project site is located at the new Anchor Park off Highway 30 and Meinhard Road

2.2 Project Delivery Method

The construction work will be completed under one prime contract, parts or trades may be broken out into individual packages or components. This RFP is for prime contractors only. The prime contractor shall competitively select all construction subcontracts and other work appropriate for competitive selection but is free to use qualifications factors other than price to select construction subcontractors

that will deliver the best value to Port Wentworth. Self-performance of work by a prime contractor must be clearly expressed in the response to the RFP.

2.3 Construction Budget

The preliminary construction budget for the project, including general conditions, contingencies, and CM fee, will be approximately \$42 million dollars.

2.4 General

A. Respondent shall provide all staff, materials, equipment, tools, and any other incidental items to accomplish the project.

B. The City Contract Manager shall be the City Manager or his/her designee.

C. **The following information should be provided:** project name, location, dates during which the project was constructed, physical description, brief description of project services provided by prime, statement of performance versus owner expectations in the areas of cost, quality and schedule, owner reference (provide telephone number and email address of references – it is the proposer’s responsibility to ensure that the listed contact and phone number is correct), significant information for each proposed key member of the construction team. List the names and services to be performed by any additional firms that may be affiliated with the prime contractor, incident rate = # of injuries / # Total Man Hours, and a list the contact persons, addresses, and phone numbers for the firm’s insurance carrier and agent.

3.0 PART 2 – PROPOSAL SUBMITTAL REQUIREMENTS AND FORMAT

3.01 PROPOSAL SUBMITTAL REQUIREMENTS:

- It is the responsibility of the proposer to examine the entire request, seek clarification in writing and review their proposals for accuracy before submitting a response. Once the deadline has passed, all submittals will be final. The City reserves the right to ask for additional information from all parties that have submitted proposals.
- Any proposals submitted shall remain valid for six (6) months after the proposal due date or until the City executes a contract, whichever occurs first. In the event an agreement is unable to be negotiated with the successful proposer, or the contract is terminated within 45 days of its initiation, the City may request the proposer submitting the next acceptable proposal to honor its proposal. Selection shall not be based solely upon the fee proposal; however, the fee and pricing shall be a significant factor in the final selection. The City reserves the right, in its sole discretion, to reject any or all proposals, re-solicit proposals (including a change in the method of project delivery), or terminate the project.

3.2 PROPOSAL SUBMITTAL FORMAT:

Proposers must submit evidence of their abilities and provide complete, thorough, and comprehensive responses for each of the following components of this section to be considered. Proposers are required to follow the outline below in their response. Responses should be concise, clear, and relevant. Photos or other graphics may be used to better convey the proposer's qualifications. Submittals must be on standard 8.5" X 11" paper. A table of contents, with corresponding tabs should be included to identify each section. Response may include such other information and details to support the firm's qualifications to perform this work, a maximum of 25 pages, front and back.

3.2.1 Management Plan: Describe your firm's proposed organization for the construction management team including principals, project directors, project managers, superintendents, etc., who will manage the project. Indicate specific experience for Superintendent and Project Manager related to this project. Please designate the specific individuals to fill the following key roles on your team:

- Project Executive

- Project Manager

- Cost Estimator

- Construction Superintendent

- Other (please describe, if applicable)

Please provide resumes of key personnel which highlight professional qualifications and relevant individual experience, including number of years of experience and types of positions held in the firm.

3.2.2 Services: Provide a one page overview of services typically performed for similar projects using Construction Manager at Risk. How would you implement these services to ensure the success of this project? Describe your firm's approach to providing pre-construction services. Describe your approach to providing value engineering with relevant examples where the design documents are approximately 50% complete. Describe your firm's approach and methods used to manage projects of this type and how you provide services during construction.

3.2.3 Schedule: Describe your general approach to the schedule for this project. Describe your firm's scheduling systems and how your firm intends to manage the pre-construction and construction schedules. Describe alternatives that may be explored to shorten the schedule. Describe your approach to schedule and cost control.

3.3 REFERENCES : Submit references from previous clients on similar projects

3.4 FEE PROPOSAL

Fee proposals will be solicited from the candidates . Selection shall not be based solely upon the fee proposal; however, the fee and overhead costs shall be a factor in the overall selection evaluation.

3.5 FINAL SELECTION:

Upon completion of the evaluation process by the selection committee, a single firm will be recommended to City Council. The contract for construction management services will be based upon City procurement guidelines.

3.6 FORM OF AGREEMENT:

The successful contractor will be provided a contract by City Council.

Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto.

The successful contractor shall not commence work under this RFP until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

- The price and financial structure of the contract is unit price.
- The Contractor's contract amount must be covered by 100% payment and performance bonds as required by law.
- The terms of the General Requirements of the contract are not negotiable. With regard to risk management, the contract provides for liquidated damages in lieu of consequential damages, and a broad form of indemnity which shifts the maximum risk of loss to insurance.

3.7 SCOPE OF SERVICES:

The final scope of services shall be as determined by the construction documents and specifications that will be provided to each of the short listed proposers. The proposer will provide a construction schedule and will assist in the development of the final construction documents and specifications.

3.8 EVALUATION, SELECTION AND AWARD:

The selection process will be a two-stage process, qualifications, and proposals. Port Wentworth will follow the Georgia Public Works Construction Law. At the conclusion of the two stages of selection, the City will negotiate a contract with the highest ranked firm. If negotiations are not successful, the City will then negotiate with the second-ranked Proposer, and so on.

A. Final Proposal Evaluation Criteria

1. Management Plan 30 points
2. Services 30 points
3. Schedule 25 points
4. References 15 points

B. RFP Schedule

Mandatory Pre- Bid meeting :

May 16, 2024 11:00 AM local time

Deadline for written questions and requests for clarification

5:00pm (local time) May 24, 2024

Addendum issued to answer questions and to respond to requests for clarification posted online

June 3, 2024

Deadline for Proposal Submittals:

June 12, 2024 at 4 pm. Local time

To be determined:

Recommendation Presented to City Council. Tentatively for the June 20, 2024 meeting.

4.0 PROFESSIONAL RESPONSIBILITY

All services shall be provided with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed. Individual or Respondent shall accept full responsibility for the work as described herein.

4.1 Insurance Requirements

The selected Respondent shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's fee proposal. Contract work will not proceed unless the City has in their possession, a current Certificate of Insurance. Port Wentworth invokes the defense of sovereign immunity. The City is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

- a) Name of Producer (contractor's insurance Broker/Agent).
- b) Companies affording coverage (there may be several).
- c) Name and address of the Insured (this should be the Company or Parent of the firm Garden City is contracting with).
- d) A Summary of all current insurance for the insured (includes effective dates of coverage).
- e) A brief description of the operations to be performed, the specific job to be performed, or contract number.
- f) Certificate Holder (This is to always include Port Wentworth).

4.2 Limits of Insurance:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

4.3 Special Requirements:

A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.

B. **Extended Reporting Periods:** The contractor shall provide the City with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.

D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the City.

E. **Proof of Insurance:** Port Wentworth shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Port Wentworth.

H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the City, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

4.4 Additional Coverage for Specific Procurement Projects:

Builder's Risk: (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.

Minimum Limits: All-risk coverage equal 100% of contract value.

Coverage requirements: Occupancy clause – permits Garden City to use the facility prior to issuance of Notice of Substantial Completion

5.0 GENERAL TERMS AND CONDITIONS

The following are the general terms and conditions, supplemental to those stated elsewhere in the RFP, to which the selected Respondent must comply in order to be consistent with the requirements for this RFP. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

5.1 Assignment of Personnel

All personnel assigned to the project will be subject to the approval of the City and no changes shall be allowed unless prior written approval is obtained.

5.2 Basis for Contract Negotiation

The proposal will serve as the basis for negotiating the contract.

5.3 Term of the Contract

The contract shall be effective for the period to begin based on the date of the executed contract.

5.4 Governing Law

This agreement shall be governed in accordance with the laws of the State of Georgia.

5.5 Permits, Laws & Regulations

The selected Respondent shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The selected Respondent is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the selected Respondent will in no way relieve it of responsibility. The selected Respondent must agree to abide by and conduct its programs and provide its services in compliance with applicable ordinances, statutes, laws, and amendments thereto.

Please note that Port Wentworth encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

5.6 Assignment of Interest

Any individual or Respondent shall not assign any interest in the contract and shall not transfer any interest

in the same without prior written consent of the City.

5.7 Indemnification

To the maximum extent permitted by Georgia law, the Professional shall defend, indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Professional or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Professional or anyone employed or utilized by the Professional in the performance of this Agreement. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Professional, the City and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Professional. The Professional's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Nothing contained herein shall constitute a waiver by the City of sovereign immunity or the provisions of any Georgia Statutes.

5.8 Amendments

The agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

5.9 Default and Termination

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing.

Notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall be given seven (7) days in which to cure the default. The City Manager is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the City Manager is authorized to provide final termination notice on behalf of the City to the selected Respondent. The City may terminate the contract without cause by first providing at least 24 hours written notice to the selected Respondent prior to the termination date. The City Manager is authorized to provide written notice of termination on behalf of the City. In the event funds to finance the contract become unavailable, the City may terminate the contract with no less than twenty-four hours' notice in writing to the selected Respondent. The City shall be the final authority as to the availability of funds.

5.10 Successors and Assigns

The City and selected Respondent each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the agreement, and any assignment or transfer by the selected Respondent of its interest in the contract without the written consent of the City shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or the selected Respondent, nor shall it be construed as giving any right or benefit hereunder to anyone other than the City or the selected Respondent.

5.11 Non-Waiver

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

5.12 Independent Contractor

In the performance of the agreement, the Respondent will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the City. The Respondent

shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Respondent in the full performance of the agreement.

5.13 Collusion

The Respondent is required to submit in their Proposal the Non-Collusion Oath and the Good Faith Affidavit

5.14 Georgia Security and Immigration Compliance Act

For the successful bidders contracting for providing services with the City:

(a) Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Respondent understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Respondent further agrees that such compliance shall be attested by the Respondent through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Respondent's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

(b) The Respondent understands and agrees that, in the event the Respondent employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Respondent shall:

a. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

b. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Respondent further understands and agrees that the Respondent shall require the executed subcontractor affidavit to become a part of the agreement between the Respondent and each such subcontractor. The Respondent agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

- 1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
- 2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to the City of Port Wentworth that a drug-free workplace will be provided for the employees during the performance of this contract known as **Port Wentworth Construction Services** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____ 20___

Notary Public

My Commission Expires: _____, 20 ___

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by this presence, that I (We) _____

Name _____, (herein after "Company"), Title _____

In consideration of the privilege to Bid on the following City of Port Wentworth Procurement titled **Port Wentworth Construction Services** hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Bid submitted to the City of Port Wentworth or the performance of the contract resulting there from;

B. That it is and shall be the policy of this Company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women;

C. That the promises of non-discrimination as made and set forth herein shall continue throughout the duration of this contract with the City of Port Wentworth;

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of an incorporated by reference in the contract which this Company may be awarded; and

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the City to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____, 20____

ATTACHMENT C

**DISCLOSURE OF RESPONSIBILITY STATEMENT - Bidders Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 1)**

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Port Wentworth Construction Services

DISCLOSURE OF RESPONSIBILITY STATEMENT - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 2)

I hereby certify that I am the _____ and duly authorized representative of _____ (Contractor) whose address is _____

and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Georgia Department of Transportation, any Federal Department or Agency, Board of Education or local municipality.

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation, Federal Government, Board of Education or local municipality.

(c) I further acknowledge that this firm will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature _____

State of: _____

County of: _____

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 3)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission Expires: _____, 20____

THIS SECTION INTENTIONALLY LEFT BLANK

Port Wentworth Construction Services

**ATTACHMENT D
NON-COLLUSIVE AFFIDAVIT**

I, _____ certify that pursuant to the City of Port Wentworth policies, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid or proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud of any type. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized by my employer to sign this statement on their behalf.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

Contractor

has not, by itself or with any others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on this project by any means whatsoever, nor has Affiant caused or induced another to withdraw a bid or offer for the work and/or to submit an invalid and or incorrect bid or offer for the work.

Affiant further states that the said offer of _____ is a bona fide offer, and that no one has contacted any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to other bidders, to do so at a higher prices.

Company's Name

President / Vice President / Principal / Owner

Sworn to and subscribed before me this _____ day of _____, 20 _____

Secretary / Assistant Secretary

Affix corporate seal here, if a corporation

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ day of _____ 20____

Notary Public

My Commission Expires _____, 20 _____

NOTE: If the contractor is a partnership, all of the partners and officers, agents, or other persons who may have represented or acted on behalf of the partnership in bidding for or procuring this contract shall also make this oath. If the subcontractor is a corporation, all of the officers, agents, or other persons who may have represented or acted on behalf of the corporation in bidding for or procuring this contract shall also make this oath.