



City of Commerce

P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Phone: (706) 335-3164
Email: ccase@commercega.gov

SUBJECT: Request for Proposals for AVM Park Concession Stand

The City of Commerce is requesting proposals from qualified contractors to renovate the existing concession stand and related public support areas at American Veterans Memorial Park. The project should improve functionality, durability, cleanliness, accessibility, and overall public use while allowing vendor-neutral, approved-equal solutions. Attached hereto are the general conditions, technical specifications, and submittal format:

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled: “**RFP 27-003**” and delivered to:

City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529
Attn: Finance Director

Due no later than **October 30, 2026, 3:00 pm, local time prevailing**. Any proposals received after this time **will not be accepted**. The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

Inquiries regarding this Request for Proposal (RFP) are encouraged to contact the Finance Director at ccase@commercega.gov.

The City of Commerce does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at 706-335-3164.

The written proposal documents supersede any verbal or written prior communications between the parties. All companies submitting a proposal will be notified in writing of award.

We look forward to your proposal and appreciate your interest in the City of Commerce.

City of Commerce

REQUEST FOR PROPOSAL FOR AVM Park Concession Renovation

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

October 30, 2026, 3:00 pm, local time prevailing

**City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE
THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE
RESPONSIBILITY OF THE OFFEROR.**

**CITY OF COMMERCE, GEORGIA
REQUEST FOR PROPOSAL
FOR
AVM Park Concession Renovation**

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

American Veterans Memorial Park will receive a functional interior renovation of its concession stand, support spaces, restrooms, and utility areas. The scope establishes performance-based requirements for competitive proposals while leaving final design and owner decisions outstanding. Work includes washable finishes, refined concrete or coated flooring, stainless work surfaces, a commercial wash sink, operable service windows, coordinated equipment, electrical upgrades, commercial LED lighting, and approved restroom and exterior repairs. Contractor-furnished equipment includes a freezer, refrigerator, and ice machine; vendor and operator equipment require space and utility coordination, while fryer-related work is excluded. Vendors must provide base pricing, schedules, exclusions, qualifications, and closeout information, with allowances or alternates for HVAC, ceiling, flooring, electrical capacity, concealed conditions, and broader repairs

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	September 30, 2026
Pre-Proposal Meeting	October 15, 2026, 10:00 am, 204 Carson St, Commerce
Deadline for questions	October 23, 2026, 2:00 pm, local time prevailing
Submittal deadline	October 30, 2026, 3:00 pm, local time prevailing
Proposal Award	December 21, 2026, Monthly Council Meeting

1.2 RFP SUBMISSION:

One (1) original, one (1) copy, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number and title to:

City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529
Attention: Finance Director

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact the **Finance Director by email at ccase@commercega.gov** to clarify any part of the SCOPE or purpose of this RFP, or for questions pertaining to submittal requirements. All questions that arise must be submitted prior to October 23, 2026 (see 1.1) and shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Vendors may not contact any elected official or other City of Commerce employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published on the Georgia Procurement Registry, as well as at www.commercega.gov under the "Business" tab and select "Bid Opportunities." Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. ***Submittals received after said time or at any place other than the time and place will not be considered.***

1.7 MINIMUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce 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.

1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFP OPENING

RFP submittal prices will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from the Finance Director, after the RFP due date and time stated herein. There will **not** be a public opening, and a Tally Sheet will be available on the City's website or upon request following the deadline.

1.11 TAXES

Selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 VENDOR INFORMATION

All submissions shall include a completed vendor master form and current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's

Compensation and Employer's Liability Insurance. A thirty (30) day notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

The City or Federal, State, and other Local government agencies may terminate this agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this agreement. Contractor shall be obligated for any future annual period if Contractor is not notified in writing at least thirty (30) days prior to the beginning of the annual period for which non-appropriation is being claimed.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, in every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2 below apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

- 1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.15.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- 1.15.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.15.1.2 The contractor will include the provisions of 1.15.1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b) (1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.
- 1.16.2 The form must be notarized.
- 1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City of Commerce and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of Commerce a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

- 1.17.1 One (1) fully executable electronic copy of the response (in Word or .pdf format) and any Technical Requirements (in Excel format).
- 1.17.2 Two (2) paper versions of the proposal. **The original shall be clearly marked “original”.**
- 1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the Proposal.

1.19 CITY GOVERNMENT

The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

1.20 BONDING

- 1.20.1 The successful vendor, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred (100%) percent of the contract amount and a Labor and Material Payment Bond equal to one hundred (100%) percent of the contract amount; said bonds shall be secured from a surety company satisfactory to the City and the Surety Company must be listed on Circular 570.
- 1.20.2 Each proposal shall be accompanied by a certified check, cashier’s check, cash, or proposal bond (surety) acceptable to the City and the Surety Company must be listed on Circular 570 in an amount equal to at least five (5%) percent of the proposal, payable without condition to the City as a guaranty that the vendor, if awarded the contract, will promptly execute the Agreement in accordance with the proposal and other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. The proposal bond must be presented in its original form. **Copies are not acceptable.**

1.21 FUNDING

Because this project may be funded as a whole or in part with State and Local Fiscal Recovery Funds (SLFRF), all applicable provisions of Appendix II to 2 CFR Part 200 are incorporated into this Agreement. The Contractor agrees to comply with all mandatory federal requirements, including procurement, labor standards (as applicable), termination, environmental compliance, and anti-lobbying provisions.

SECTION II - GENERAL CONDITIONS

2.0 PURPOSE

The City of Commerce is requesting proposals from qualified contractors to renovate the existing concession stand and related public support areas at American Veterans Memorial Park. The project should improve functionality, durability, cleanliness, accessibility, and overall public use.

2.1 CONTRACT PERIOD

Any contract resulting from this RFP shall not exceed a period of **180 days** from the time the notice to proceed is provided until completion of the project unless agreed to in writing by both parties. To that end it requests proposals from qualified firms that meet the specifications listed herein.

The sample contract provided with this RFP will be used to engage the vendor selected as a result of this RFP process. To that end it requests proposals from qualified firms that meet the specifications listed herein.

2.2 CONTRACT COST DETAILS

Project cost shall be submitted for the totality of the project as a lump amount. An itemized breakdown of all associated costs, labor, and material totals for the project may also be submitted to justify said cost if deemed fit for a more competitive proposal.

2.3 CERTIFICATIONS REQUIRED

The successful contractor shall provide details of operator qualifications for all employees that will be part of the installation or construction. The operator qualifications reports are required before any construction can begin. A copy of the successful contractor's drug and alcohol testing plan is also required along with the latest PHMSA Drug and Alcohol Testing Data. While under contract with the City of Commerce this PHMSA Drug and Alcohol Testing Data shall be submitted to the City quarterly throughout the life of the contract.

2.4 ADMINISTRATION

The project will be administered by the City of Commerce through the Finance Director, being the main point of contact for all questions during the proposal period. The Recreation Director will be the main point of contact once the project is initiated.

2.5 PROCEDURES & MISC. ITEMS

2.5.1 All questions shall be submitted in writing (e-mail is preferred) and will be communicated to all firms responding to this RFP.

2.5.2 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.

2.5.3 All respondents to this RFP shall hold harmless the City of Commerce, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject

any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

2.5.4 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

2.5.5 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment of less than 30 days, however. Payment will be processed after completion of all construction and the successful testing of all installed products.

2.5.6 Should the Contractor, or, in case of default, the Surety fail to complete the work within the time stipulated in the contract or within such extra time that may be allowed, charges shall be billed to the contractor or assessed against any money due or that may become due the Contractor at a rate of \$1,500.00 for each day that expires after the allowed contract time for the completion and readiness of final payment until the Work is complete and ready for payment. Liquidated damages, as they accrue, will be deducted from periodic partial payments, and such deduction shall be in addition to the retainage provided for in the Contract.

2.5.7 In case of failure to deliver goods in accordance with the contract terms and conditions, the City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.

2.5.8 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of Georgia.

2.5.9 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of Jackson County, Georgia. The contractor shall comply with applicable federal, state, and local laws and regulations.

2.6.0 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SECTION III – THE PROJECT

3.0 PROJECT SCOPE

The selected contractor shall provide all labor, materials, equipment, supervision, coordination, permitting assistance, construction, cleanup, and closeout necessary to complete the approved renovation. The final scope shall be based on field-verified conditions, approved design, applicable codes, and City direction.

3.0.1 General Contractor / Turnkey Requirements - Provide complete turnkey construction services, including field verification, labor, materials, coordination of all trades, protection of existing facilities, safety compliance, project closeout, and final cleanup.

3.0.2 Concession / Serving Area - Demolish existing serving counter and construct a new serving area with stainless steel worktables, a walk-through opening in the dividing wall, required framing/structural modifications, and maintained access to utilities.

3.0.3 Front Service Windows - Provide and install operable service windows at all three serving openings that maintain conditioned space when closed and coordinate with existing shutters/doors.

3.0.4 Washable Walls and Ceilings - Install durable, washable wall and ceiling finishes suitable for food-service operations

3.0.5 Flooring - Prepare and refinish existing concrete floors with a polished concrete system. Submit alternate pricing for a commercial epoxy or coated-floor system meeting durability, cleanability, and slip-resistance requirements.

3.0.6 Sink and Plumbing - Install a new commercial wash sink, provide plumbing connections for concession equipment, and evaluate restroom plumbing fixtures for necessary repairs or upgrades.

3.0.7 Electrical, Equipment Power, and Lighting - Evaluate existing electrical capacity, provide dedicated circuits for new equipment, and upgrade interior lighting with energy-efficient commercial LED fixtures.

3.0.8 HVAC / Mini-Split - Evaluate heating and cooling requirements and provide a properly sized ductless mini-split HVAC system to serve the concession facility.

3.0.9 Storage / Support Room - Renovate the support/storage room with finishes matching the concession area while maintaining flexibility for storage, umpire use, and future concession operations.

3.0.10 Restrooms - Clean, repair, and refresh existing restrooms, including flooring, lighting, hardware, and fixture repairs. Replace components only as authorized and verify accessibility compliance.

3.0.11 Mechanical / Electrical / Plumbing Room - Clean and organize the MEP room, maintain required clearances, repair deficiencies, seal penetrations, and correct any active water intrusion or moisture issues.

SECTION 3.1 — PROJECT LOCATION

American Veteran's Memorial Park, 204 Carson Street, Commerce, GA 30529

SECTION 3.2 — SITE INSPECTION AND PROPOSAL REQUIREMENTS

3.2.1 Pre-Proposal Site Inspection

A mandatory pre-proposal site meeting will be conducted at the date, time, and location specified in 1.1. Attendance by a representative of each prospective Contractor is required as a condition of proposal eligibility. Contractors who do not attend the mandatory pre-proposal site meeting will be considered non-responsive and will not be eligible for award.

In addition to attending the pre-proposal site meeting, the Contractor is responsible for inspecting all job sites identified in Section 3 prior to submitting a proposal. Familiarity with existing site conditions, access constraints, utility locations, and any other factors that may affect the performance of the work is the sole responsibility of the Contractor. Submission of a proposal shall be considered evidence that the Contractor has attended the mandatory pre-proposal site meeting, inspected the project sites, and become fully informed of all conditions affecting the work.

3.2.2 Differing Site Conditions
No change orders will be issued for differing site conditions. By submission of a proposal, the Contractor acknowledges full understanding of the existing conditions at each project location.

SECTION 3.3 — COMPENSATION AND PAYMENT

Payment shall be made based on actual quantities installed at the unit prices established in the Contractor's proposal. All traffic control measures, utility coordination, site restoration, jetting, inspection, and video documentation shall be considered incidental to the contract and included in the unit prices proposal. No

separate or additional compensation will be made for these items. The Contractor shall invoice the City no more frequently than every thirty (30) days. The City shall review and approve each invoice and pay within thirty (30) days and shall withhold retainage as allowed by Georgia law.

3.4 CONTRACTOR QUALIFICATIONS

- (a) Contractor must be licensed and insured
- (b) Experience with recreational facilities is preferred
- (c) Subcontractors are allowed but must meet all requirements

3.5 SITE INSPECTIONS

The Vendor is advised to examine the location of the work and to inform himself fully as to its conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the execution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract.

3.6 PROJECT COST

The cost shall include all material costs, travel, shipping, additional materials, etc.

3.7 PROJECT SCHEDULE

- (a) Commerce City Council awards the Proposal
- (b) Contract will be signed
- (c) Notice to proceed will be issued to vendor by the Finance Director
- (d) Vendor to provide a project schedule with start dates

SECTION IV – PROPOSAL FORMAT

4.0 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Vendors should be sure they have included an **electronic copy** of the response as part of their proposal. Instructions relating to each part of the response to this RFP are defined in the remainder of this section.

4.1 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

4.2 COMPANY BACKGROUND

Vendors must provide the following information about their company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional support and/or clarify requested information. The vendor should outline the company's background, including:

- 4.2.1 How long the company has been in business.
- 4.2.2 A brief description of the company size and organization.
- 4.2.3 The number of and history of other government buildings constructed.

4.3 CLIENT REFERENCES

Vendors should provide at least three (3) client references that are similar in size or complexity to the City of Commerce, located in the state of Georgia. Information should include at the minimum: name of client reference, name of agency, address, telephone, and e-mail.

4.4 PROPOSAL SHEET

Vendor shall supply **their own** proposal sheet and submit proposal sheet or contract to be signed with the **overall lump sum** cost of the project for the scope of work listed above in totality. This format is a minimum requirement; vendors should add additional information to give a full picture of itemized service expenses. The vendor can present, in detail, features and capabilities of the proposed products. Please reference the "Project Scope" to gain further insight.

4.5 ADDENDA

If revisions become necessary, the City will provide written addenda to all vendors who have received the RFP. Said addenda will be posted on the City's website (see section 1.4 above). **All addenda issued by the City must be noted on any proposals that are submitted to the City.** Vendors shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal.

SECTION V - SELECTION

5.0 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, the selection committee will make a recommendation to the City Council of Commerce. Following approval, the City will complete contract negotiations. The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals. Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this RFP.

5.1 EVALUATION METHOD

The City will evaluate all proposals deemed responsive to this request by a selection committee selected by the City of Commerce. One vendor will be awarded the overall construction project and can subcontract specific tasks if needed.

5.2 SELECTION CRITERIA

Responses to this RFP will be scored according to the following criteria:

- 5.2.1 20 pts - Complete proposal - overall presentation
- 5.2.2 10 pts - Applicant must show complete understanding of the entire project
- 5.2.3 10 pts - The ability to complete the project within the timeline provided
- 5.2.4 10 pts - Quality of previous projects of a similar nature reflected in resume
- 5.2.5 50 pts - Cost

Required Forms for Submission



EXECUTION OF PROPOSAL

DATE: _____

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

- ____ That this proposal was signed by an authorized representative of the firm.
- ____ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ____ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my proposal meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

Business Contact Representative

Operational Contact Representative

Vendor's Name

Federal ID #

Address

Phone

Fax

Email

Authorized Signature

Date

Typed Name & Title

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

Notary Public



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: _____
Contract No. and Name: _____
Contract Date: _____

By executing this affidavit, the undersigned person or entity 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 Commerce has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Commerce at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number

Date of Authorization

Signed by: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]
Notary Public

My Commission Expires: _____

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

City of Commerce

PO Box 348
Commerce, Georgia 30529
www.commercega.gov



VENDOR REGISTRATION FORM

COMPANY CONTACT

COMPANY NAME		MAILING ADDRESS	
TELEPHONE			
FAX			
EMAIL		WEBSITE	
POINT OF CONTACT NAME & TITLE		CONTACT EMAIL	
CONTACT PHONE 1		CONTACT PHONE 2	

COMPANY OVERVIEW

GENERAL DETAILS OF SERVICES / GOODS			
DATE COMPANY ESTABLISHED		GROSS ANNUAL SALES	
GEOGRAPHIC SERVICE AREA		LEGAL STRUCTURE	
BUSINESS TYPE		YEARS PREVIOUSLY REGISTERED	
INSURED?		BONDED?	
LICENSED?		LICENSE NUMBER	
ADDITIONAL INFO			

BANKING INFORMATION

BANK NAME		BANK ADDRESS	
BENEFICIARY NAME			
ACCOUNT NUMBER			

CERTIFICATION

I hereby affirm that all information supplied is true and accurate to the best of my knowledge and belief, and I understand that this information will be considered material in the evaluation of quotations, bids, and proposals. Notice must be given of any change in status impacting the information provided within ten (10) days of said change.

PRINTED / TYPED NAME		TITLE	
SIGNATURE		DATE	

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**2** Business name/disregarded entity name, if different from above**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.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**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.☐ Other (see instructions) ►**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code**7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**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 *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

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or**Employer identification number**

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Part II Certification

Under penalties of perjury, I certify that:

- 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.

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.**Sign
Here**Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.**Purpose of Form**

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.

- Form 1099-INT (interest earned or paid)

- 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)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.