



**Request for Qualifications
To Provide Certain City Government
Services Under a Public Works and
Utilities Operations, Maintenance And
Management Contract With The City of
Clarkesville, Georgia**

RFQ 18-PWUT-001

KEY DATES:

1. Mandatory Pre-Submittal Conference/Tour - Friday, June 29, 2018 10:00 a.m.
2. Question Submittal deadline - Friday July 6, 2018 10:00 a.m.
3. RFQ Response deadline - Wednesday, July 11, 2018 3:00 p.m.
4. Recommendation for Selection to City Council and Contract Negotiations: July 12, 2018 - July 27, 2018
5. Expected Contract Start Date: Estimated August 1, 2018



SUBJECT: Request for Qualifications

You are invited to submit qualifications to the City of Clarkesville, Georgia for Request for Qualifications to Provide Certain City Government Services Under a Public Works and Utilities Operation, Maintenance and Management Contract.

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Qualifications (RFQ) shall not be changed or superseded except by written addendum from The City of Clarkesville City Manager.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

The City of Clarkesville 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.

CITY OF CLARKESVILLE, GEORGIA
REQUEST FOR QUALIFICATION
To

Provide Certain City Government Services Under a Public Works and Utilities Operation, Maintenance and Management Contract.

RFQ OVERVIEW

1.0 PURPOSE

The City of Clarkesville is issuing this Request for Qualification for Operation, Maintenance and Management of the Public Works and Utilities Departments for The City of Clarkesville

1.1 INFORMATION TO VENDORS

RFQ TIMETABLE

The anticipated schedule for the RFQ is as follows:

RFQ Available	June 22, 2018
Mandatory Pre-Submittal Tour	June 29, 2018 10:00 a.m. EST Clarkesville City Hall
Deadline for questions	July 6, 2018 10:00 a.m. EST
Submittal deadline	<u>July 11, 2018, by 3:00 p.m. EST</u>

1.2 RFQ SUBMISSION:

All copies (See section 1.17) of the complete signed submittal must be received **by deadline listed in section 1.1**. Qualifications must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFQ 18-PWUT-001 and title **“Statement of Qualifications for the Request for Qualifications to Provide Certain City Government Services Under a Public Works and Utilities Operation, Maintenance and Management Contract.”**

City of Clarkesville
123 North Laurel Drive
P.O. Box 21
Clarkesville, GA 30523
ATTN: Barbara Kesler, City Manager

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 4:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of Clarkesville.

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 may **only contact Barbara Kesler, City Manager, 706-754-4216, fax 706-754-9316, or bkesler@clarkesvillega.com** to clarify any part of the RFQ requirements. Any unauthorized contact shall not be used as a basis for responding to this RFQ and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other City Employee to discuss the qualifications process or qualifications opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Clarkesville 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 RFQ or in any written addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last such addendum issued will prevail.

Addenda will be published at www.Clarkesvillega.com under the "City Services" tab choose "Document Center". Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFQ 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. Qualifications 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 City of Clarkesville'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 Clarkesville assumes no responsibility for the premature opening of a submittal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION

The City of Clarkesville 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 as stated in the notice will not be considered.

1.7 MINIMUM RFQ 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 RFQ, the vendor represents and warrants that such qualifications are genuine and not a sham or collusive or made in the interest or on 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 qualifications, 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 qualifications, the vendor represents and warrants that no official or employee of The City of Clarkesville has, in any manner, an interest, directly or indirectly in the qualifications 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 RFQ to the City of Clarkesville, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFQ OPENING

RFQ submittals will be opened and reviewed by a selected committee. A list of names of firms responding to the RFQ may be obtained from The City of Clarkesville, after the RFQ due date and time stated herein.

1.11 TERMINATION

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. Vendor shall be obligated for any future annual period if City is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

1.12 ANTI-DISCRIMINATION – Title VI

By submitting a response to this RFQ, all perspective contractors certify to The City of Clarkesville 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. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. 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.
 - b. 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.
 - c. 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.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.13 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

- The form must be signed by an authorized officer of the contractor or their authorized agent.
- The form must be notarized.
- 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 and the contractor complete the appropriate subcontractor and sub-

subcontractor affidavits and return them to the City 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.

1.14 ACCEPTANCE

Submission of any qualifications indicates acceptance of the conditions contained in the RFQ unless clearly and specifically noted otherwise.

1.15 SUBMISSION REQUIREMENTS

To facilitate evaluation of submittals please submit the following:

- One (1) fully executable (signatures included) electronic copy of the response PDF format on a USB drive.
- Six (6) bound paper versions of the RFQ. The original shall be clearly marked “original”.
- Submittals may not exceed sixty (60) pages in length including all information requested.

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I. GENERAL BACKGROUND AND OBJECTIVES

The City of Clarkesville, Georgia is requesting Statements of Qualifications (SOQ) from respondents capable of entering into a public-private “partnership” agreement to provide operation, maintenance and management services for the City's public works and utilities departments and associated facilities. The City is interested in maximizing benefits for its citizens from this effort and views the intended relationship as a partnering venture in which issues are quickly and fairly resolved to the mutual benefit of the City, its taxpayers, and the successful respondent. The City and the successful respondent shall enter into a mutually binding operation, maintenance and management agreement addressing the topics contained in this document. The City also reserves the right to expand the scope of services to include additional responsibilities.

The City expects to select the highest scoring respondent based on a structured point scoring evaluation. The scoring evaluation described in Section VI shall consider each respondent's ability to perform the required services, experience and technical expertise, corporate and technical resources that will support on-site staff, and the respondent’s ability to implement innovative project delivery approaches. The City will immediately begin negotiations with the selected highest scoring respondent. Should the negotiations fail to result in an executed agreement, the City may elect to terminate negotiations with the first-ranked respondent and begin negotiations with the second-ranked respondent, and so on, or cancel the process.

The purpose of this partnership is to operate, maintain and manage the City's public works and utilities departments in a cost effective and efficient manner. Other core objectives are to operate in compliance, improve maintenance, and implement solutions to lower the capital and operating costs of any and all aspects of operations, and continue local purchases of supplies, consumables and services, wherever practical.

II. INFORMATION PROCESS

During the entire RFQ process, any questions related to the procurement process must be coordinated through City Manager, Barbara Kesler. Any attempt to contact or influence other City elected officials, staff, or employees is prohibited and will be considered as grounds for immediate disqualification from the selection process.

Questions must be received no later than July 6, 2018 at 10:00 a.m. EST. Copies of all questions and answers, and any addenda to supplement the RFQ, will be published on our website, www.Clarkesvillega.org , no later than three days prior to the RFQ due date. Only formal written responses to properly submitted questions will be binding. Please note that the City will not provide detailed system information at this time. The purpose of this solicitation is to articulate a firm’s experience managing similar types of facilities as well as describe the firm’s experience and history.

The City reserves the right to request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to aid the review and evaluation process.

The City reserves the right to supplement, add to, delete from and change this solicitation document.

The City reserves the right to reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals, or to re-advertise.

III. EQUIPMENT OWNED BY THE CITY

All land, buildings, improvements and permanent equipment which are presently in place, or new facilities which may be added by the construction projects, shall remain or become the property of the City. All existing facilities shall be made available to the respondent for its use in providing the services under the partnership agreement.

Expendable supplies and spare parts which are on hand on the date of the initiation of the partnership shall be inventoried. The respondent shall assume responsibility for such inventory and at the end of the partnership period, the inventories shall be returned to the City at a value equal to the beginning value, less normal wear and tear.

The respondent shall maintain all land, buildings, improvements, vehicles and permanent equipment that are within the scope of the partnership agreement. Equipment and vehicle maintenance shall be performed by the respondent in accordance with manufacturer's recommendations or good industry practices and the respondent will be required to provide proof thereof to the satisfaction of the City.

Separately, the City and the respondent may arrange for the respondent to purchase, maintain, and replace the rolling stock and transportable equipment currently in use by the City. Such purchase prices shall have buy-back provisions to enable the City, upon partnership completion or early termination, to buy back the same or similar inventory.

IV. SUBMITTAL FORMAT AND CONTENT

The RFQs must contain at least the following:

1. Transmittal Letter
2. Required Standards
3. Company Information and Experience
4. Operations and Maintenance Plan
5. Project Delivery Personnel Experience and Transition Plan
6. Draft OM&M Agreement (Example of executed contract showing similar scope)

After selection of the highest scoring respondent, the scope of work shall be clarified, any changes shall be negotiated along with the Agreement, beginning with the draft agreement submitted in the RFQ. **Do not submit any price/fee qualifications information with RFO.**

Following are further discussions relative to the content of each of the suggested chapters of the RFQ.

Transmittal Letter: Convey at a minimum, a commitment by respondent, if selected, to enter into good faith negotiations. Letter must be signed by an officer of the respondent firm.

Required Standards: This section establishes standards of experience and financial stability that the City requires for a respondent to be considered qualified. The City, in its sole discretion, will decide if a respondent meets the standards. Please note respondent is the entity responding to this solicitation and not the parent company, joint venture partners or other corporate affiliates. Scoring of the qualified respondents will be as described in Section VI.

Respondent must:

1. Have been in the business of providing full service public-private partnership agreements for operation, maintenance and management of public works and water/wastewater facilities for at least ten (10) years operating under its current name and corporate identity. Full service public-private partnership contracts for operation, maintenance and management means, at a minimum, providing all labor and management, paying all operation and maintenance expenses, guaranteeing a maximum cost and guaranteeing performance including regulatory agency compliance.
2. Operate at least three (3) public works facilities consisting of the following departments:
 - Wastewater Collections
 - Water Distribution
 - Sanitation
 - Household Garbage
 - Leaf/Limb
 - Roads and Bridges
 - Parks & Recreation
 - Fleet Maintenance
 - Water Treatment

All facilities shall be located in the United States. Prefer experience operating facilities under Georgia Environmental Protection jurisdiction.

3. Furnish Comprehensive General Liability and property damage insurance of not less than \$5,000,000 combined single limits for bodily and/or property damage.
4. Demonstrate successful experience in transitioning facilities of comparable size, (waste water treatment facilities of equal or greater design capacity of 1.5MGD and water treatment systems of equal or greater design capacity of 2.0 MGD) and complexity as the City's facilities. Cite specific examples of such experience and

provide references.

5. Demonstrate successful operation of water distributions and sewer collection systems and associated facilities (lift stations, pump stations, etc). All systems shall be located in the United States. Previous experience operating facilities under Georgia Environmental Protection jurisdiction required.
6. Describe in-house full-time technical, safety and engineering resources located within a three (3) hour drive of the City's facilities.

Company Information and Experience: Each respondent must respond to each of the following requests/questions in a clear and comprehensive manner.

1. Provide the full name, tax identification number and corporate office address of the responding entity (hereinafter referred to as the "respondent") which would ultimately enter into a contract with the City, if selected.
2. Identify when the respondent was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under that name.
3. Provide a listing of all the public works and water/wastewater facilities operated and maintained by respondent in the southeast US (Georgia, Alabama, Tennessee, Florida, South Carolina, North Carolina, and Mississippi). Also list the annual contract amount, start/completion date, client contact, contract term, capacity of systems, and contract operations services performed.
4. Provide a description of and tenure at contract operations projects that the respondent is currently operating and maintaining in Georgia.
5. Describe the respondent's organizational philosophy and approach to providing contract operations services.
6. Provide the location and summarize the experience of the respondent's corporate and technical resources that support your on-site staff at your current projects to address operational, regulatory issues, and evaluate recommended capital improvements.
7. Provide a description and inventory of company owned equipment/tools that are currently available to perform conditions assessments on water and wastewater treatment systems, and associated facilities.
8. Describe the insurance policies carried by the respondent (General Liability, Automobile Liability, Workers Compensation, Pollution Liability, etc.).
9. Within the last ten (10) years, describe and list the respondent's (including subsidiaries, divisions, predecessor corporate entities, etc.) past and pending legal

actions/judgments, litigation and/or disputes with municipalities, county and state governments, and federal agencies/authorities related to water and wastewater services performed by the respondent.

10. Has the respondent ever been terminated, fired, replaced or removed from a contract operations project within the past ten (10) years? If so, name the client(s) and describe the circumstances.

Operations and Maintenance Plan: The Operations and Maintenance Plan should address the following topics:

1. List and describe the roles of specific individuals that will provide project management and technical support to on-site staff in operating and maintaining the City's Public Works Facilities.
2. Describe your approach for performing preventive maintenance on the City's wastewater collections and water distribution facilities. Identify which tasks are self-performed and on which tasks you will use subcontractors.
3. Describe your approach for performing equipment and pipe conditions assessments and capital forecasting on the City's facilities. Identify which tasks are self-performed and on which tasks you will use subcontractors.
4. Describe the firm's preferred Computerized Maintenance Management System (CMMS). Please list at least 5 facilities where the program is installed and fully functioning.
5. Describe any enhancements the respondent will make in operations and maintenance of the City's facilities.
6. Describe the respondent's approach to quality control, quality assurance, health and safety.

Project Delivery Personnel Experience and Transition Plan: This section should address the experience of the respondent's personnel and transition plan.

1. Provide an organizational chart illustrating your regional management support that would be involved in the project should you be selected.
2. Provide a listing of support staff located within a 3 hour drive of Clarkesville.
3. Summarize the experience and respective roles of the management team that will support on-site staff throughout the project.
4. Describe the respondent's plan for transitioning the City's personnel and facilities.
5. Provide detailed resumes on the corporate and technical resources that will directly support on-site staff throughout the project.

Draft OM&M Contract: Include a draft OM&M agreement for the City to review. Understanding that the respondent will not have enough detailed information for a comprehensive agreement, in addition, please provide an executed contract with a client where you provide similar services.

The City is requesting a draft OM&M agreement as a part of the RFQ. **Do not submit any price or fee qualifications with RFO.** Listed below is a summary of some of the general provisions the City will expect to see in any final OM&M agreement:

1. Provision of liability for the payment of fines and/or civil penalties levied against the respondent and/or the City by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the respondent's negligence during the period of the partnership.
2. Provisions for compliance with all applicable law and regulations regarding the operation, maintenance and management of the facilities (systems) and reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.
3. Provision of indemnification and hold harmless of the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the respondent's negligence during the period of the partnership.
4. Provision of comprehensive liability insurance policies including the City as an additional insured for bodily injury and/or property damage in an amount of not less than five million dollars (\$5,000,000); a certificate of such insurance shall be submitted to the City upon signing of the agreement.
5. Provision for Repair and Replacement such that the respondent's obligations will be explicit as to maintenance of the City's equipment and facilities. Such Repair and Replacement limit will not include respondent's normal on-site labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.
6. Provision that the respondent shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City and assist the City in enforcing existing equipment warranties and guarantees.
7. Provision that the respondent shall operate all facilities such that odor and noise shall be effectively controlled and that no avoidable disruption of adjacent neighborhoods shall result.
8. Provision that the respondent shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program must be implemented and all portions of that program

shall be adhered to.

9. Provision that the respondent shall provide the City with full documentation that maintenance is being performed on all City owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of maintenance and a spare parts inventory.
10. Provision that within the first ninety (90) days, the respondent shall provide the City with a listing of any recommended capital improvements the respondent believes will be required for any of the facilities covered under the partnership. The respondent will not be relieved of his responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented.
11. Provision for the respondent to provide computerized maintenance management systems, process control and laboratory management systems.
12. Provision for the term of the agreement between the City and the respondent is for five (5) Years. NOTE – due to City procurement laws, the contract will be renewed annually.
13. Provision for the City and respondent to negotiate an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by any governmental agency having jurisdiction over such changes. The adjustment approach alternatives shall be described by the respondent.
14. Provision that allows at-will “termination for convenience” by the City.
15. Provision that the respondent shall be responsible for regulatory compliance as long as the raw water meets the quantity/quality parameters identified in the agreement. Respondent's performance in this regard shall be excused for uncontrollable circumstances.
16. Provision to complete an annual conditions assessment of all rotating equipment. This assessment should include vibration, infrared, and alignment analysis. This service should be included in your base services.
17. Provision to provide a risk management plan for the facilities and update annually.
18. Provision to provide a health benefit program to all employees comparable to that the City provides its employees.
19. Provision to expand scope of services to include additional responsibilities.

V. SCHEDULE OF EVENTS

Each respondent must submit seven (7) copies of the RFQ as stated in Section 1.15 no later than 3:00 P.M. on July 11, 2018 addressed to Barbara Kesler, City Manager (See RFQ Overview on page 1). The outside of the shipping carton must be clearly marked "STATEMENT OF QUALIFICATIONS FOR THE Request for Qualifications to Provide Certain City Government Services Under a Public Works and Utilities Operation, Maintenance and Management Contract."

Schedule

Advertisement for RFQ	June 22, 2018
RFQ submittal due date	July 11, 2018 3:00 pm EST
Selection of highest rated respondent/contract negotiations	July 12 - July 27, 2018
Agreement execution Commencement of services	August 1, 2018

VI. SCORING OF SUBMITTALS

The evaluation of the RFQ and of the respondents presenting them will be carried out by an Evaluation Committee (“Committee”) created for this purpose. The Committee will make its decision based on information gathered during the procurement process and evaluation criteria outlined in this section. Failure to provide relevant, required and/or requested information will result in penalties being assessed on the evaluation score.

Respondents will be evaluated as follows:

1. Committee members will individually evaluate each RFQ on the points system identified in Table 1.
2. The Committee will meet to discuss the RFQ's and evaluate scores. Consensus will be reached with the Committee agreeing to scores representative of the Committee's overall evaluations. If consensus cannot be reached, the scores will be averaged and these scores will represent the Committee's overall evaluation to that point.
3. Respondents may be further evaluated based on an oral interview with the Committee members. The purpose of this interview would be to clarify the qualifications of the respondents and allow the Committee to verify its evaluation.
4. The respondents will be notified of the ranking after recommendation for selection has been made to the Mayor and City Council.

The RFQ evaluation matrix outlined in Table 1 will be used to address the following criteria:

Table 1

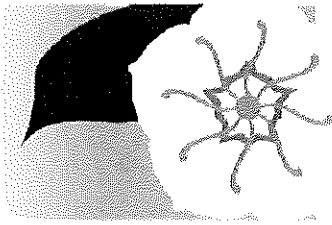
EVALUATION MATRIX - - STATEMENT OF QUALIFICATIONS

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
1. Company Information and Experience	30	
2. Operations and Maintenance Plan	25	
3. Project Delivery Personnel Experience and Transition Plan	25	
4. Interview (if required)	20	
TOTAL	100	

In addition to the data and documentation being submitted by the respondent in response to this RFQ, the City reserves the right to make an on-site inspection and evaluation of any facility at which operation, maintenance and management services are currently being performed by the respondent. If the City chooses to exercise this right, the respondent shall provide a representative to accompany the City or its delegated representatives on any on-site inspection. The inspection is not limited to only one facility.

VII. NEGOTIATIONS WITH HIGHEST SCORING RESPONDENT

The City regards the submission of the RFQ as the most important factor in selection of a respondent to provide services for the operation, maintenance and management of the City's water and wastewater facilities under a public-private partnership. The City reserves the right to reject any and all RFQ's and is under no obligation to award a partnership. The City intends to negotiate an agreement with the respondent with the highest score, as determined by the Committee. However, should the negotiation with the highest scoring respondent not produce an acceptable partnership arrangement, the City will request the respondent placing second in the evaluation process to begin negotiations, and so on, or cancel the process. The responsibility for the final selection and partnership negotiation rests solely with the City. The City shall not be liable to any respondent for costs associated with responding to the RFQ or the respondent's participation in any oral interview, or for any costs associated with negotiations.



Experience Clarkesville GEORGIA

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Clarkesville or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Clarkesville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

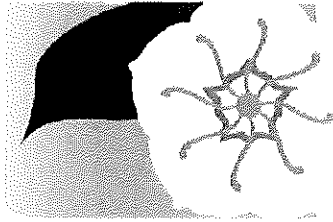
Firm Name

Signature

Title

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

Notary Public



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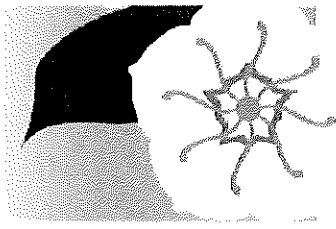
ADDENDA ACKNOWLEDGEMENT

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

- Addendum No. _____
- Addendum No _____
- Addendum No. _____
- Addendum No. _____

Authorized Representative/Title	Authorized Representative	(Date)
(Print or Type)	(Signature)	

Vendors must acknowledge any issued addenda. Submittals 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.



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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, company, or corporation which is contracting with the City of Clarkesville 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 Clarkesville at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number _____ Date of Authorization _____

BY: Authorized Officer or Agent _____ Date _____
(Name of Person or Entity)

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