



**City of Stonecrest**

**Department of Purchasing and Contracting**

**May 13, 2019**

**INVITATION FOR BID (IFB) NO. 2019-015**

**FOR**

**PARKS & RECREATION LOCK SYSTEM**

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**Sealed Bids will be received up to 2:30 p.m. local time (as per the Department time clock) on Tuesday, June 4, 2019.** Bids must be time stamped by City of Stonecrest in the manner described herein in order to be timely. **Bid will be open publicly at the above date and time herein.**

Questions regarding the IFB process should be directed in writing to the Procurement Specialist via facsimile at or via email at [procurement@stonesrestga.gov](mailto:procurement@stonesrestga.gov). **Only questions received prior to 4:00 p.m. on Thursday, May 23, 2019 will be considered.**

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Procurement Specialist: Shakerah Hall

Phone: 770.224.0179

Email: [procurement@stonecrestga.gov](mailto:procurement@stonecrestga.gov)

**IFB NO. 2019-015  
PARKS & RECREATION LOCK SYSTEM**

<b><u>TITLE</u></b>	<b><u>PAGE NO.</u></b>
<b>INTRODUCTION, BACKGROUND, AND IFB PROCESS</b>	<b>3</b>
<b>SCOPE OF WORK</b>	<b>4</b>
<b>BIDDERS REQUIREMENTS</b>	<b>6</b>
<b>TIMELINE FOR IFB</b>	<b>10</b>
<b>BID SCHEDULE</b>	<b>12</b>
<b>DRUG-FREE WORKPLACE</b>	<b>13</b>
<b>DETERMINATION OF RESPONSIBILITY</b>	<b>14</b>
<b>ACKNOWLEDGEMENT</b>	<b>15</b>
<b>REQUEST FOR BIDDER'S CHECKLIST</b>	<b>16</b>
<b>NON-COLLUSION AFFIDAVIT</b>	<b>17</b>
<b>REFERENCES</b>	<b>18</b>
<b>SUBCONTRACTORS</b>	<b>19</b>
<b>APPENDIX I – CITY OF STONECREST CONTRACT AGREEMENT</b>	<b>20</b>
<b>APPENDIX II - GEORGIA IMMIGRATION AND SECURITY FORMS</b>	<b>27</b>

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

**I. INTRODUCTION, BACKGROUND, AND IFB PROCESS**

**Introduction**

The City of Stonecrest is seeking a qualified Contractor to provide a lock system to all parks facilities in the City of Stonecrest. The successful Contractor must have a minimum of three (3) years' experience providing locksmith services for commercial projects.

**Background**

The City of Stonecrest (CITY) is located on the southern portion of DeKalb County and has a current population of approximately 55,000. Our Parks and Recreation Mission is to provide the quality park, programs, services, and experiences that energize visitors and create life-long users and advocates. The city will provide and promote safe, healthy, and enriching recreational and educational opportunities that promote stewardship of Stonecrest's natural and cultural heritage.

**Invitation for Process**

This solicitation is an Invitation for Bid (IFB). In using this method for solicitation, bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).

The City has the right to reject any and all bids, to waive informalities, and to re-advertise.

The judgement of City of Stonecrest Purchasing and Contracting on matters, as stated above, shall be final. The City reserves the right to decide which Bid(s) will be deemed lowest, responsive, and responsible.

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

## **II. SCOPE OF WORK**

The City of Stonecrest seeks a qualified Contractor to provide a lock system for all park facilities. The services shall include the replacement of Padlocks and Keys + Cores, installation, and locksmith services.

### **Specifications**

#### **1. Description**

The quality of the locks the City requires is one that is comparable to a Best Key System.

#### **2. Installation Requirements**

Installing Locks, Cores and Closers – The following CITY procedures, the Contractor shall use to install locks, cores, closers, and key cylinders.

- When directed, locks and cores that have been removed will be returned to the CITY and may be reused.”
- Must provide dependable security that exceeds all ANSI/BHMA Grade 3 Standards”
- A Grand Master key will be required to open all stores”
- A control key to change out the cores in the locks”
- Doors that existing key in knob or lever cylinder locks with inter changeable cores meeting our requirements may be kept in place and re-keyed”
- Ensure all deadbolt locks have a minimum 1” throw”
- Any potential vendor must be able to provide a record of the system installed. Provide a list of all the assigned key cuts to ensure that any new locks do not duplicate current key cuts.”
- Key control is to be Visual with key number stamped on the face of the cylinder”.

#### **3. Materials**

The estimated amount of locks

- 50 Pad Locks
- 70 Keys and Cores

#### **4. Parks and Facilities Locations**

- Browns Mill
- Everette
- Farrington
- Gregory Mosley

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

- Miller Grove Park
- Salem
- Southeast Athletic Complex

**5. Locksmith Services**

Contractor shall be able to respond to a service call Sunday – Saturday within 12-hour window.

**6. Warranty**

Warranty on all new installed material shall be the standard manufactures warranty associated with all key and locking systems. Additionally, vendors shall provide additional one (1) year warrant to manufacture warranty; also, including labor.

**7. Inspection**

The Contractor awarded the contract shall be subject to continuous inspection the City to insure compliance with all specifications and regulations of the City of Stonecrest.

**General Requirements and Qualifications**

- Vendor must be primarily engaged in the business of providing keying systems.
- Vendor must have proven experience in providing the goods specified in this bid.
- Vendor must have adequate equipment, qualified personnel and the financial ability to provide the services specified in this bid.
- Vendor must have a service office with keying hardware and supplies within a 50-mile radius of Stonecrest, Georgia which will have the required material and supplies on hand at all times.
- Vendor must have a consultant available to City of Stonecrest.

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

**III. BIDDERS REQUIREMENTS**

**1. Submittal**

Delivery shall include two (2) sealed bids (one (1) original, one (1) copies) and one (1) USB flash drive to the office of the Purchasing and Contracting Department, City of Stonecrest, 3120 Stonecrest Blvd, Stonecrest, Georgia 30038. Delivery of bid shall be submitted via hand delivery or commercial carrier (i.e. U.S. Postal Service, UPS, FedEx, etc.) only.

Bids should be submitted in a sealed envelope and clearly marked Invitation for Bid NO. 2019-015. The envelope must be complete with the bidding company's name, bid title, bid number and bid date. The person signing the bid form must initial any changes or corrections made to this bid using blue ink. No bid may be withdrawn or modified in any way after the bid opening deadline. The City assumes no responsibility for bids received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If bids are delivered other than by hand delivery, it is recommended that the bidder verify delivery. Any bids received after the specified time and date will not be considered and will be returned unopened to the Bidder.

Bids that are received after the deadline or to other locations will not be accepted.

**2. Preparation of Bids**

- a. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the bidder's responsibility to check the City's website ([www.stonecrestga.gov](http://www.stonecrestga.gov)) for any/all addendum(s).** Answer(s) to all questions will be given after the deadline for questions has expired, and posted on the City's website, if applicable, within the specified timeline herein.
- b. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.
- c. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The bid must be signed by an official authorized to bind the bidder.

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

- d. The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
- e. The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- f. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the bid.

**3. Category of Award**

The following bid shall be awarded to one “responsive” bidder on a total lump sum price basis. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

**4. City of Stonecrest Non-Discrimination**

The City does not discriminate on the basis of race, age, sex, national origin, religion or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

**5. Business Enterprises**

The City strongly encourages Small Business firms to participate in this IFB.

**6. Permits, Taxes, Licenses, Bonds, Ordinances, and Agreements**

All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

**7. Insurance**

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

- a. Statutory Workers’ Compensation Insurance
  - a. Employers Liability:
    - Bodily Injury by Accident - \$1,000,000 each accident
    - Bodily Injury by Disease - \$1,000,000 policy limit
    - Bodily Injury by Disease - \$1,000,000 each employee

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

- b. Comprehensive General Liability Insurance
  - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
  - b. Blanket Contractual Liability
  - c. Blanket "X", "C", and "U"
  - d. Products/Completed Operations Insurance
  - e. Broad Form Property Damage
  - f. Personal Injury Coverage
- c. Automobile Liability
  - a. \$ 500,000 limit of liability
  - b. Comprehensive form covering all owned, non-owned and hired vehicles
- d. Umbrella Liability Insurance
  - a. \$1,000,000 limit of liability
  - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
- e. The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

**A copy of the City's standard contract is attached as an appendix to this IFB. Once the IFB is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.**

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

**Other Considerations**

1. All materials submitted in response to this IFB become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the IFB, and selection or rejection of the bid does not affect this right.
3. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
4. The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
5. The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this IFB will survive the expiration or termination of the contract.

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

**V. TIMELINE FOR IFB**

The bid shall follow the below time period:

<b>Tuesday, May 13, 2019</b>	Release of IFB
<b>Thursday, May 23, 2019</b>	<b>Deadline for Questions at 4:00 p.m.</b>
<b>Tuesday, May 28, 2019</b>	Responses to Questions Posted on City's Website
<b>Tuesday, June 4, 2019</b>	<b>Submission of Bids Due by 2:30 p.m.</b>

**Award of Contract**

The Purchasing Department will publicly open the bids on the date herein stated. All bid shall remain firm for forty-five (45) calendar days after the bid opening.

Before awarding the IFB, the City may request additional information from Responders. The City reserves the right to reject any and all bids if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The responsible and responsive bid offering the lowest price will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

**Bid Rejections**

The City reserves the right to accept or reject any and all bids as deemed to be in the best interest of the City.

Bids will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years;
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

**Disclaimer/Reservation of Rights**

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this IFB.

The City reserves the right to extend the deadline for submission of bids, to request

**IFB NO. 2019-015**  
**PARKS & RECREATION LOCK SYSTEM**

supplementary information, to conduct interviews with any or all of the developers submitting bids, to waive minor informalities, and to reject any or all bids, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all bids when required to do so by applicable law.

**Due Diligence**

The Bidder shall be responsible for conducting due diligence in responding to this IFB. If, after the IFB is issued but prior to the receipt of bids, the IFB must be amended or clarified, the purchasing agent may issue an Addendum.

Should you have any questions, contact Shakerah Hall, Purchasing Specialist, at (770) 224-0179 or [procurement@stonecrestga.gov](mailto:procurement@stonecrestga.gov).

**IFB NO. 2019-015  
PARKS & RECREATION LOCK SYSTEM  
BID SCHEDULE**

**Group 1**

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity Range</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1.	<b>Padlock</b>	<b>Each</b>	50 - 75	\$	\$
2.	<b>Keys and Cores</b>	<b>Each</b>	70 - 100	\$	\$
3.	<b>Rate to Prepare and Install Key and Cores</b>	<b>Each</b>	70 - 100	\$	\$
<b>TOTAL COST:</b>					\$

**Group 2**

**Locksmith Services**

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Total Cost</b>
1.	<b>Service Call Fee</b>	<b>Per Call</b>	\$
2.	<b>Re- Keying a Cylinder</b>	<b>Each</b>	\$
3.	<b>Pick Open Padlock</b>	<b>Each</b>	\$
4.	<b>Duplicate a Key</b>	<b>Each</b>	\$
<b>TOTAL COST:</b>			\$

**IFB 2019-015**  
**CERTIFICATION OF SPONSOR**  
**DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is

\_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**INFORMATION REQUESTED TO ASSIST  
IN THE DETERMINATION OF RESPONSIBILITY**

**Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.**

**1. History and Organizational Structure of the Firm**

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

**2. References**

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

**3. Subcontractors**

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

**4. Previous Default**

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

## CERTIFICATE AND ACKNOWLEDGEMENT

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES  NO Delinquent in the payment of taxes due to the City of Stonecrest;
- YES  NO Building or health code violations on property owned that is not being actively abated;
- YES  NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- YES  NO Have any outstanding judgments or debts to the City;
- YES  NO Have no past due loan(s) with the City;
- YES  NO Been subject to a foreclosure within the previous ten (10) years;
- YES  NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- YES  NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this IFB are true and correct. Unsigned/undated submissions will not be considered.

### CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I \_\_\_\_\_ as Authorized Representative for \_\_\_\_\_, hereby certify that all information and materials submitted in response to this IFB are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third-parties for information to substantiate information provided in this IFB, and I authorize third parties to release such information to the City.

Legal Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Company Federal Tax ID Number

\_\_\_\_\_  
Individual E-Mail Address

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**IFB NO. 2019-015  
BIDDER'S CHECKLIST**

It is the Proposer's responsibility to read the IFB fully to determine all necessary information/documents are submitted in order for the bid to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

PROJECT: \_\_\_\_\_

IFB NO: \_\_\_\_\_

- Two (2) bids (one (1) original, one (1) copies) and one (1) flash drive of all information requested have been provided.
- The bid has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- We have acknowledged receipt of addenda issued.
- Completion of Conflict of Interest Disclosure
- Completed Certificate and Acknowledgement
- We acknowledge that the City of Stonecrest does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
- We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
  - \*Immigration and Security Form**
  - \*Sub-Contractor Affidavit**
  - \*Save Affidavit**

\_\_\_\_\_  
TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

\_\_\_\_\_  
SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**IFB NO. 2019-015**  
**PARKS AND RECREATIONS LOCK SYSTEM**  
**REFERENCES**

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**IFB NO. 2019-015**  
**PARKS AND RECREATIONS LOCK SYSTEM**  
**SUBCONTRACTORS**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**APPENDIX I**

**CITY OF STONECREST CONTRACT AGREEMENT**

**CONTRACT AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF STONECREST AND \_\_\_\_\_ FOR  
INVITATION TO BID NO. 2019-015, PARKS & RECREATION LOCK SYSTEM**

This Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (hereinafter referred to as “Company”), and the **City of Stonecrest, Georgia** (“City”).

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

**WHEREAS**, the City of Stonecrest seeking Bids for Parks & Recreation Lock System; and

**WHEREAS**, Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

**1. SERVICES**

Company agrees to render services (the “Services”) to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit “A” specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

**2. COMPENSATION**

a. Fee. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the bid. The full cost of said services shall not exceed for all the services detailed.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the bid, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

**3. RELATIONSHIP OF PARTIES**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers’ compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

#### **4. CONTRACT PERIOD**

The contract performance period for this contract is one (1) year subject to paragraph 5, Options below. Contract performance shall begin on the date stated in the contract award letter.

#### **5. OPTIONS**

In addition to the base period of one (1) year, there are four (4) one-year options to be exercised at the sole discretion of the City of Stonecrest, with the same terms, conditions and pricing (except as otherwise provided in the contract) of the base year.

#### **6. TERMINATION FOR CAUSE AND FOR CONVENIENCE**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

#### **7. COMPENSATIVE IN EVENT OF TERMINATION**

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

#### **8. TERMINATION OF SERVICES AND RETURN OF PROPERTY**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

## **9. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit “C”.

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

## **10. CONFLICT OF INTEREST**

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

## **11. PROPRIETARY INFORMATION**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as “Proprietary Information”). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

## **12. INSURANCE**

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys’ fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

## **13. ASSIGNMENT**

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City’s sole option terminate this Agreement without any notice to Company of such termination.

**14. NOTICES**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

With copies to:

Procurement Department  
Stonecrest City Hall  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

City Attorney  
Fincher Denmark, LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

**If to the Company:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**16. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company’s Scope of Services and is referenced in Exhibit “A”. In case of conflict between any term of the Company’s Bid and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

## 19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Offeror's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300- 10-1, *et seq.* is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror's Bid.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Offeror, subcontractor, or sub-subcontractor of such Offeror or subcontractor, shall also be required to satisfy the requirements set forth herein.

## 20. CRIMINAL HISTORY BACKGROUND CHECKS

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check. This shall be done prior to the employee starting work.

Note: The Contractor shall provide to The Procurement Department, the names of **all** personnel assigned to perform services for the City of Stonecrest, **prior** to the start of work.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Stonecrest, Georgia**

By: \_\_\_\_\_  
Jason Lary

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
City Attorney

**Attest:**

\_\_\_\_\_  
City Clerk

## **APPENDIX II**

### **GEORGIA IMMIGRATION AND SECURITY FORMS**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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 Stonecrest 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 Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[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



**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_