



Request for Bid

CPD GUN RANGE BUILDING

Bid #2024-24

Closing Date: October 8, 2024 10:00AM



2194 EMORY STREET N.W. * P.O. BOX 1527
COVINGTON, GEORGIA 30015

Phone: (770) 385-2000
Fax: (770) 385-2060

Fleeta Baggett - Mayor
E.F. (Tres) Thomas, III - City Manager

The City of Covington is accepting sealed bids from State of Georgia licensed contractors to furnish and construct a metal building complete with concrete foundation, electrical, HVAC, and plumbing to be used as a gun range building for the City of Covington Police Department.

The City of Covington will consider the competency and responsibility of bidders in making the award. City of Covington reserves the right to reject any and all bids/proposals, to waive informalities and technicalities, to reject portions of the bids and to award contracts in a manner consistent with the City and laws governing the State of Georgia.

Please submit **one (1) original, one (1) copy** and **one (1) PDF digital copy on a flash drive** to: City of Covington Purchasing Dept.

Marked: **CPD GUN RANGE BUILDING #2024-24**

Attention: Scott Cromer (Purchasing Department)

City of Covington (Physical Address)

2194 Emory Street NW (Delivered in person, UPS or FedEx)

Covington, Ga 30014

P.O. Box 1527 (USPS-mailing address)

Covington, Georgia 30015

Bids are due no later than 10:00 AM on October 8, 2024. Bids will be opened at 10:15 AM.

Submission of Proposals

Proposals shall be enclosed in sealed envelopes with the name of the bidder, the date and hour of opening and **marked "CPD GUN RANGE BUILDING #2024-24** Bids must be received no later than the date and time (determined by the date/time stamp in the department) set forth in the RFP. Submit sealed bids, Attn: Scott Cromer by, October 8, 2024, at 10:00am.

Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents, which have been signed. The City will determine this.

City of Covington is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by City of Covington. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

The City of Covington reserves the right to reject any and all proposals.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. Any Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

It is the sole responsibility of the bidder to ensure that their bid reaches the Purchasing Department



CPD GUN RANGE Request for Proposals

Schedule of Events

The following schedule shall govern this Request for Bid:

DATE	ACTIVITY
August 30, 2024	Release of RFB
10:00am Tuesday, September 24, 2024	Pre-bid meeting across the street of 262 Williams Rd, Oxford, GA
3:00pm Friday, September 27, 2024	Deadline for questions to be submitted to Scott Cromer (scromer@cityofcovington.org)
5:00pm Tuesday, October 1, 2024	Addenda/Response to questions posted to website: www.cityofcovington.org
10:00am Tuesday, October 8, 2024	Bids Due

Pre-Proposal Meeting

A mandatory pre-bid meeting will be held on Tuesday, September 24, 2024 at 10:00AM. The meeting will take place at the site location. For GPS reference, use 262 Williams Rd, Oxford, GA as the address. The site is across the street from this address.

Questions & Addenda

All questions regarding this bid shall be made via email to Scott Cromer, Purchasing Dept., at scromer@cityofcovington.org. The deadline to submit a question is 3:00 P.M. local time Friday, September 27, 2024. The City will post "Response to Questions and/or Addenda", if applicable, on the City website, <https://www.cityofcovington.org/index.php?section=businessopportunities>, by 5:00 P.M. on Tuesday, October 1, 2024.

No response to inquiries other than written will be binding upon the City. The City of Covington reserves the right to issue written addenda to any inquiries that alter the scope of the RFB. Bidders are advised to check the website for addenda before submitting their proposals.

SECTION I - GENERAL OVERVIEW

A. PURPOSE

The City of Covington is soliciting competitive sealed bids from interested and qualified companies to furnish and construct a roughly, 2400 sq. ft. metal building complete with electrical, HVAC, and plumbing to be used as a firearm training building for the Covington Police Department.

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Bids Submission

- a. These instructions will bind bidders to terms and conditions set forth herein, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.
- b. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and to the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival at the Purchasing Department. Any bid received at the office designated in this document after the exact time and date specified, will not be considered.
- c. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.
- d. The bid must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

Scott Cromer, Purchasing Agent

2194 Emory St, Covington, GA 30014 (Hand delivered, UPS.
Federal Express)

PO Box 1527 Covington, GA 30015 (USPS mailing address)

Marked: **Bid # 2024-24 CPD Gun Range Building**

- e. The Submittal Checklist must be reviewed, and the bidder is to comply with the order of the submittal of documents and is to be included with the bid.
- f. The following items are to be submitted:
 - **One (1) unbound clearly marked "Original," of the bid documents,**
 - **One (1) bound copy identical to the original bid documents,**
 - **One (1) digital copy in PDF format on a USB flash drive identical to the original bid documents. The USB flash drive should be labeled with the Bid number and bidder's name.**
- g. All bids must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the bid.
- h. If descriptive literature is attached to the bid, your firm's name must be on all sheets submitted.
- i. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure

or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions, and requirements of the bid.

- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on the Bidder Information Form of the bid documents and a completed W9 form to be submitted with the bid.
- k. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form are in accordance with the conditions, terms, and specifications of the bid and that any exception taken thereto may disqualify the bid.
- l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Bids

- a. Unit price must be shown on the Bid Cost Submittal Form in this document if indicated. All bids should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.
- b. All products, equipment, articles, or material must be new and unused or in current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- c. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the Bidder's request and expense if items are not destroyed by testing.
- d. Full identification of each item including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. If any equivalent version is proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by The City of Covington.
- e. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.

3. Clarification and Communication to City of Covington Concerning Bid

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if

multiple, addenda. It is the ultimate responsibility of the Bidder to ensure that they have all applicable addenda prior to the bid submission. Therefore, we encourage all Bidders to frequently review the City's website:

www.cityofcovington.org All addenda forms must be signed and submitted with the bid. Failure to respond and acknowledge any addenda or requests for clarification, even after the bid opening, shall result in a non-responsive bid.

- b. The successful firm's bid and all addenda will become a part of the agreement resulting from this document.
- c. Bidders seeking an award of a City of Covington contract shall not initiate or continue any verbal or written communication regarding a solicitation with any City officer, elected official, employee, or other City representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Mayor & Council. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION to the above** would-be emailing request for clarification and/or questions to the point of contact listed in the bid/proposal. (These requests will be answered in an addendum).

4. **Pre-Bid Conference**

The Pre-Bid Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Invitation to Bid." Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for a contract award.

5. **Rejection and Withdrawal of Bids**

- a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period.
- b. The City may reject all or part of the bid where it is in the best interest of the city.

6. **Bid and Contract Documents**

- a. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.
Corporation: If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.
Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.
Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.
Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation, or agreements, either written or oral.
- c. Contract Term – The period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful bidder and the City.

7. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. Alterations of Solicitation and Associated Documents

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the Bidder's solicitation response.

9. Cost Incurred by Vendors

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

10. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranties and the Contractor's warranty regarding equipment, materials, and workmanship. This statement shall include the terms, conditions, and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A. 13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between City of Covington and the successful Contractor.

17. Supplier Inclusion Program

Small, local, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process.

18. Delivery and F.O.B. Destination

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., City of Covington, Georgia, unless otherwise requested. The Bidder shall oversee all material procurement, storage, and delivery to the project site. Unless otherwise specified in this specification, Bidder shall supply all materials required. The city

will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The Bidder shall retain title for the risk of transportation, including the filing for loss or damages.

- b. The City's desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

19. City's Tax Exemption

City of Covington is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Covington. Exemption certificates furnished upon request.

20. Award of Contract

- a. The City of Covington desires to complete the award process in a timely manner. City of Covington reserves the right to reject or accept any or all bids, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the City with price and other factors considered. City of Covington may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible Bidder(s), if awarded. The bid specifications will be available on the City of Covington website: [https://www.cityofcovington.org/index.php?section=about doing-business](https://www.cityofcovington.org/index.php?section=about_doing-business)
- b. City of Covington reserves the right to reject any bid if the evidence submitted by or investigation of the Bidder fails to satisfy the City that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.
- c. City of Covington is subject to making records available for disclosure after the approval of the recommendation. The award shall be made by the City of Covington Mayor & Council. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the bid. The total of the awarded contract shall not exceed the available funds allocated for the bid project.

21. Project Site and Monitoring of Work

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of City of Covington. The Contractor shall provide and make available an appointee to City of Covington for project coordination and supervision of Bidder installation personnel. Coordination consists of meeting with the City of Covington representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Bidder will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.

- c. The Contractor shall ensure all trash generated by the work performed shall be removed from the site and properly disposed as each work operation is completed in each area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed, the City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of City of Covington facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

22. Confidentiality

All information disclosed by City of Covington to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

23. Indemnification

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless City of Covington and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that City of Covington and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the City, its officers, employees, servants, and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

24. Controlling Law, Venue

Any dispute arising because of this bid and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Covington, Georgia. This Agreement shall be governed by the applicable laws of the City of Covington and the State of Georgia. Any dispute arising out of the agreement, this bid solicitation, its interpretations, or its performance shall be litigated only in the County of Newton Judicial Courts.

25. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City of Covington. The selection, retention, assignment,

direction, and payment of Contractor's employees shall be the sole responsibility of Contractor.

26. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of City of Covington.

27. Owner and Ownership of Documents

The City of Covington is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared during performance of the services required by this contract shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the project except that Contractor shall have the right to retain copies of the same.

28. Performance of Contract

- a. City of Covington reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts, and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to always furnish an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

29. Default and Termination

a. Termination by Contractor

The agreement resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by City

The agreement resulting from this bid shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to conduct the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved bid specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its bid submission that the City's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

30. Invoices

Invoices and/or statements should be mailed directly to:

**The City of Covington
Attn: Accounts Payable
PO Box 1527 Covington, GA 30015**

31. Payment

Payment shall be tendered to the successful Bidder upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions, and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

32. Insurance Requirements

The contractor shall procure and maintain the following minimum insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- a. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- b. **Worker's Compensation & Employer's Liability Insurance:**
 - Bodily injury by Accident – each employee \$1,000,000
 - Bodily injury by Disease - each Employee \$1,000,000
 - Bodily injury by Disease – policy limit \$1,000,000

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

**City of Covington
2194 Emory Street NW
Covington, Georgia 30014**

33. Bond Requirements

A Performance and Payment Bond, each in the amount of one hundred percent (100%) of the total contract amount, will be required of the successful bidder. Bonds must be written by an acceptable surety company licensed to do business in the State of Georgia and listed in the Department of Treasury, Circular 570, (latest edition).

SECTION II – BUILDING SPECIFICATIONS

The vendor will design, deliver and install one 40'x 60' metal building to the Covington Police Dept. Gun range located on Williams Road, Oxford GA. The building will be used as a firearms training facility for the Covington Police Dept. This is a "turnkey" project with concrete pad, electrical, plumbing, and HVAC to be included. The building must be designed to meet IBC 2018/GSBC 20 Closed Code Specifications. Site work has been completed. Septic system will be handled by the City of Covington. Parking area will be handled by city staff.

- 40x60x14 metal building with low pitch roof- 1:12 gable roof
- 3ft Brick ledge around base of exterior of building
- Gutters & Downspouts
- The building to be constructed on a 6" 3000 psi concrete slab
- 20x60 overhang roof (lean-to) w/ concrete slab (15x20 enclosed storage room), (1) walk door, (1) 8x8 rollup door
- 2- Flush metal walk door, 3-0x7-0 (Main Building)
- 1 -Flush metal walk door, 6-0x7-0 (Main Building)
- (1) women restroom with (2) toilet stalls- with one being ADA compliant, (1) Sink
- (1) men restroom with (2) wall urinals, (1) toilet stall-ADA compliant, (1) sink
- Hot water heater. Minimum size - 20 gallon
- (1) 8ft counter/cabinet with sink and an electrical outlet for refrigerator (common area)
- (8) 4x4 commercial windows
- 4" Insulation- roof/ walls
- HVAC – Two (2) five-ton units
- Plumbing with fixtures
- Electrical- 200 AMP single phase service
- Electrical outlets, indoor lighting
- 10ft suspended drop ceiling
- Finished and painted sheetrock walls

Bid # 2024-24
Due Date and Time: October 8, 2024 at 10:00 AM

CHECKLIST FOR BID DOCUMENTS

Be sure to return this Checklist and the Required Documents in the order below.

<u>DOCUMENTATION DESCRIPTION</u>	Please check
Bidder Information sheet	<input type="checkbox"/>
Bid Price Sheet	<input type="checkbox"/>
Checklist for Bid Documents/Addenda Acknowledgement (this page)	<input type="checkbox"/>
Bid proposal and any requested materials	<input type="checkbox"/>

Forms:

Bid Authorization Affidavit	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
References	<input type="checkbox"/>
Supplier Inclusion Program	<input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

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. _____	_____
	Dated
Addendum No _____	_____
	Dated
Addendum No. _____	_____
	Dated
Addendum No. _____	_____
	Dated

This affirms that all documents are included with the bidder's bid package.

Company's Name

Date

Authorized Representative's Name

Authorized Representative's Signature

Bidder Information Form

Company

Individual or Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

SSN or Federal Employer ID# _____

Authorized Representative

Signature: _____

Printed or Typed Name: _____

Title: _____

Email address: _____

Phone number: _____ Fax: _____

Project Contact Person

Printed or Typed Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email address: _____

Bid # 2024-24
CPD Gun Range Building
Bid Price Sheet

Total bid amount \$ _____
(numbers)

Total bid amount _____
(words)

Estimated delivery/construction days after receipt of the Notice of Award:

Company's Name

Date

Authorized Representative's Name

Authorized Representative's Signature

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
City of Covington

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company) (Signature)

(Address) (Printed Name)

(City, State, Zip) (Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20_____.

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Covington 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for The City of Covington, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Type Name: _____

Title: _____

Firm Address: _____

REFERENCES

Please provide three (3) current or very current customers for whom you have provided equivalent products or services as listed in the specifications of this bid.

Reference One

Government/Company
Name _____

Address

Contact Person and Title

Phone _____ Fax _____

Contract Period _____

Scope of Work _____

Reference Two

Government/Company
Name _____

Address

Contact Person and Title

Phone _____ Fax _____

Contract Period _____

Scope of Work _____

Reference Three

Government/Company
Name _____

Address _____

Contact Person and Title

Phone _____ Fax _____

Contract Period _____

Scope of Work _____

Information of person who prepared this form:

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. To give recognition to this type of business classification, please check all which apply:

Small Business

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the various categories of business enterprises.

Local Vendor

Local vendors must operate and maintain a regular place of business within the geographical boundaries of City of Covington, Newton County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County/City and must certify its compliance with the Georgia Security and Immigration Act.

Veteran-Owned Business

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran if they were not dishonorably discharged.

DBE Business

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:

- Asian American
- Native American
- African American
- Hispanic/Latino
- Pacific Islander.

Female Owned Business

A female-owned business is a business in which a female owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company.

None of the Above Applies

Company's Name

Date

Authorized Representative's Name (Print or Type)
Signature

Authorized Representative's

EXHIBIT "A"

Example of potential layout

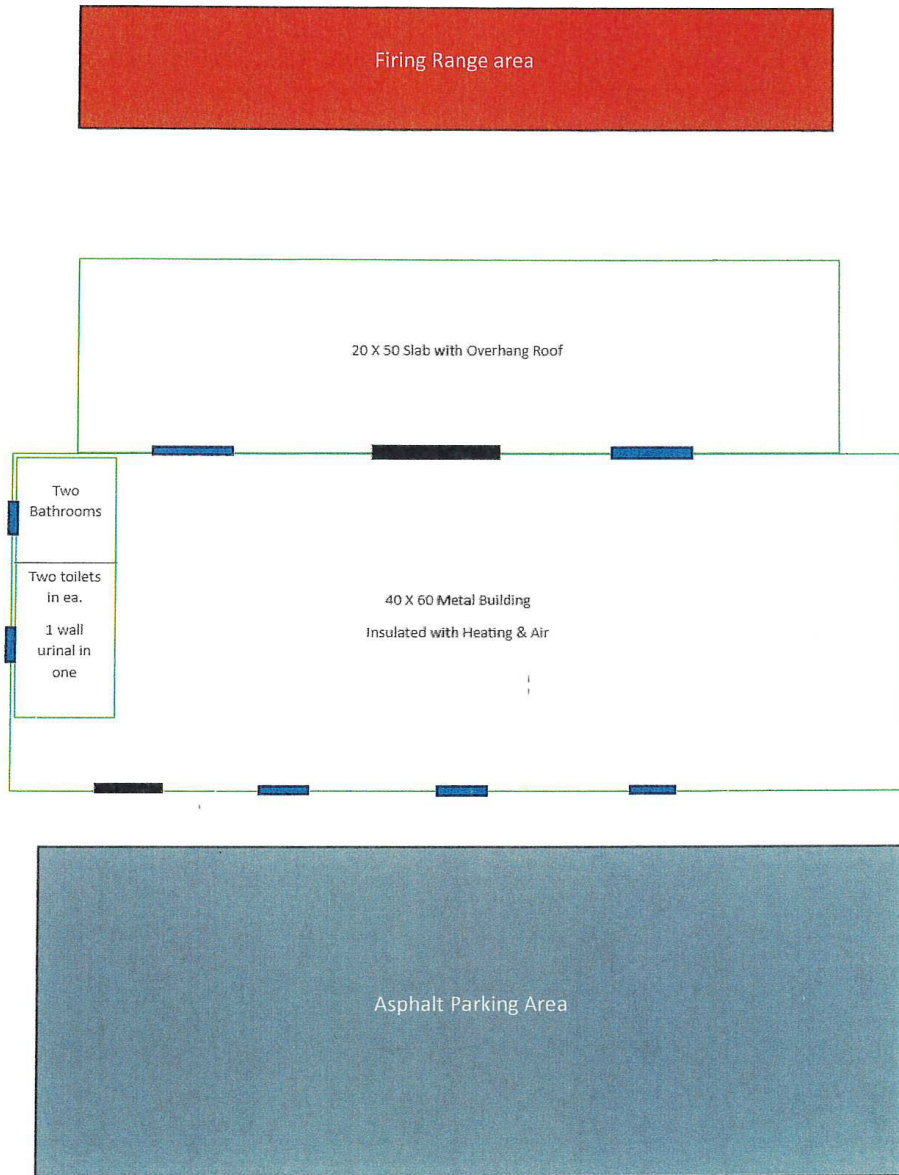


EXHIBIT "B"

Site Location

