

CITY OF BRUNSWICK, GA

FEBRUARY 2024

THE HISTORIC RITZ THEATRE

HVAC UNIT REPLACEMENT

REQUEST FOR PROPOSAL



**City of Brunswick
Purchasing Department
601 Gloucester Street, 1st Floor
Brunswick, GA 31520
Contact Number: 912-267-5538
Email: rmccray@cityofbrunswick-ga.gov**

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THE HISTORIC RITZ THEATRE HVAC REPLACEMENT

Invitation to Service Providers:

The City of Brunswick, Georgia will receive proposals for General Contractor services associated with the replacement of the HVAC unit at The Historic Ritz Theatre until Tuesday, March 5, 2024 @ 12:00 p.m. EST. The City of Brunswick invites vendors to submit proposals in response to the specific requirements set forth in this request for proposals (RFP).

The envelopes containing the technical and fee proposal **must be sealed**, and addressed to:

City of Brunswick
Purchasing Agent's Office
Raquel Jeffreys McCray
601 Gloucester Street
Brunswick, Georgia 31520
rmccray@cityofbrunswick-ga.gov

All proposals must be marked "**The Ritz Theatre HVAC RFP.**" The envelope must bear on the outside the name and address of the vendor. No proposal may be withdrawn or modified in any way after the deadline for proposal openings, and no faxed proposals will be accepted. Proposals received after the scheduled bid opening time and date will remain unopened and will not be considered.

Questions regarding this request for proposals should be submitted in writing to Raquel Jeffreys McCray at rmccray@cityofbrunswick-ga.gov prior to 12 noon on Tuesday, February 20, 2024. Response to any questions will be posted to the City of Brunswick's website by Friday, February 23, 2024.

Proposals may also be submitted electronically via e-mail. The subject of the email shall be noted as "**Ritz Theatre HVAC RFP.**" The e-mail submittals will remain unopened until Tuesday, March 5, 2024 @ 12:00 p.m. EST.

Proposals will be reviewed and evaluated by an evaluation committee from the City of Brunswick Department of Engineering and Public Works, City of Brunswick Finance Department, and the Golden Isles Arts & Humanities staff. The committee will select a preferred vendor from the submitted proposals within ten 10 days of the proposal due date. Proposals must be valid for sixty (60) days following the opening date.

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Background:

The City of Brunswick, Georgia is in the southeastern portion of Georgia in Glynn County, along the Georgia coast. The Historic Ritz Theatre is located in the heart of downtown within the “Old Town Brunswick” area on Newcastle Street. The Ritz Theatre is operated and managed by the Golden Isles & Humanities Center Staff. A location map is provided as Appendix A of this RFP. The Ritz Theatre is a three-story building built in 1899 and consists of a lobby area, restrooms, offices, and an auditorium with a balcony, a backstage area and seating for 440 patrons. The theatre features year-round live performances, films, exhibits, educational programs and more.

Project Description:

The City of Brunswick is interested in replacing the existing HVAC unit, a Commercial 15 SEER, located in the roof of the stage in the theatre’s auditorium and installing (2) 20 Ton Commercial heat pump condensing units and one (1) 39 Ton outdoor air handling unit. The project shall also include (1) smart wi-fi thermostat to control the proposed HVAC unit and sealing any ductwork modifications needed for proper installation as well. The existing system is at least 20 years old and in need of repair prior to the spring and summer seasons.

This RFP seeks a general contractor to replace the HVAC unit and the contractor shall be responsible for providing all materials and labor necessary to complete the project.

Payment will be made monthly per work completed. Contractor shall submit monthly invoices for services. Invoices shall be paid by the City within 30 days of receipt of invoice. Responses to this RFP shall include pricing of HVAC unit furnished and installed and the removal and disposal of the existing unit.

Arrangements can be made for potential vendors to visit the facility to examine the existing HVAC unit prior to submittal of proposals. Vendors can contact Raquel Jeffreys McCray at (912) 267-5538 or rmccray@cityofbrunswick-ga.gov to arrange a site visit at the facility.

Scope of Work:

1. Removal of existing Commercial 15 SEER HVAC unit at the theatre.
2. Installation of (2) Ton Commercial heat pump condensing units with 460-3-60 voltage.
3. Installation of (1) 39 Ton outdoor air handling unit with double wall sealed panels, painted exterior panels and galvanized interior panels.
4. Installation of (1) smart wi-fi thermostat.
5. Replacement HVAC unit shall be Carrier (or equivalent) and capable of providing heating and cooling for a commercial space of approximately 3500 sq. ft.
6. HVAC unit is powered by the facility’s 460-volt, 60-amp electric power.
7. Project shall include removal, transport, and disposal of existing HVAC unit.

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8. Project shall include furnishing of the HVAC units and ancillary supplies and materials for installation.
9. Project shall include sealing any ductwork modifications needed for proper installation.
10. Contractor shall provide means and methods for safe access to work areas.
11. Contractor shall provide safe access for inspection of HVAC units.
12. Contractor shall provide safe access for inspection of the Smart wi-fi thermostat.
13. Contractor shall repair any damages to interior or exterior wall surfaces which may occur during the removal and replacement of the HVAC unit(s). Any damaged wall surfaces shall be repaired and painted to match in texture, color and appearance of existing surfaces.
14. Contractor shall communicate with building operators and regarding scheduling of HVAC replacement.
15. Change order must be approved prior to initiating work scope.
16. The facility is fully occupied, so the contractor must plan and coordinate work schedule to provide minimal disruption to staff and patrons.

Additional Services:

Vendor may also choose to bid and include any add-ons for additional warranties for labor, parts or other ancillary items that will be beneficial to the proposed project.

Licenses, Permits & Insurance:

Contractor shall possess a valid business license in Glynn County or City of Brunswick. Contractor shall provide certificates of workers compensation, vehicle insurance and general liability insurance.

City's Responsibilities:

- Inspection of installed HVAC units.
- Inspection of Wi-fi thermostat.
- Payment of contractor's periodic pay applications.

Addenda:

If the City determines that an amendment is required to this RFP, the City Representative will post a written addendum on the City Website at <http://www.brunswickga.org> (the "COB Website") and upon posting will be deemed to form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

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Proposal Requirements:

All proposals shall include vendor's full specifications including itemized costs pricing for the removal and replacement of the HVAC unit(s) and total costs including shipping, installation, and any applicable fees.

Proposals shall also include:

1. Contractor's plan and methods for accessing the site and HVAC replacement.
2. Plan for minimizing commercial disturbance.
3. Plan for a tentative project schedule.
4. Plan for any warranties or guarantees provided on workmanship, product, or other aspects of the project.
5. W-9 form.
6. General liability and worker's comp insurance certificates.
7. References (including contact information) of three previous customers who have used the vendor's services for similar projects.
8. Oath
9. Drug-free workplace certification.

Proposals will be evaluated on:

1. Conformance to minimum requirements listed in this RFP.
2. Total cost of HVAC system installation (including warranties and service plans).
3. Contractor's plan for site access.
4. Proposed schedule of project completion.
5. References provided.

Conflict of Interest:

Vendors shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, Vendors should provide all pertinent information regarding ownership of their company with forty-eight (48) hours of the City's request.

Negotiations and Contract Award:

The City of Brunswick is under no obligation to accept any Proposal submitted. The City reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the City or cancel the competition at any time without award. Thereafter, the City may issue a new Invitation/Request, sole source or do nothing.

-End of This Section-

Proposal Submission:

These instructions are an integral part of any proposal. **The Proposer will submit an original and four (4) copies of its technical proposal and an original and one (1) original copy of its cost proposal. Technical and Fee Proposals must be sealed in separate envelopes with the solicitation name and number and type of Proposal listed on the outside. All documents should be on (1) USB drive.** Technical response must not have fees listed therein. If a fee is in the technical response, the submission will be considered non-responsive and will not be evaluated.

You are reminded that failure to acknowledge receipt of amendment(s), failure to include representations, certifications, Oaths, affidavits, or any other required information may render your proposal non-responsive. You must include the original of all required forms in your original technical and include copies in the technical copies. The Fee Schedule should contain only the cost. **MARK THE ORIGINAL AS SUCH.** The fees shall be the full cost to the City of Brunswick, Georgia.

The City of Brunswick provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by The City of Brunswick.

Examination

The Proposer is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Proposer of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

Responsiveness

The City will consider the degree to which each Proposer has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

Georgia Open Records Act

Proposers are reminded that documents and information in the possession of The City of Brunswick will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Any trade secrets in your bid must be placed in a separate envelope, clearly identified, and marked as such. Marked at a minimum by a cover letter explaining exactly where such information is, and otherwise marked, highlighted, etc. to be plainly visible.

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THE BOARD OF COMMISSIONERS, CITY OF BRUNSWICK, GEORGIA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITITES AND MAKE THE AWARD IN THE BEST INTERST OF THE CITY.

-End of This Section-

Technical Proposal Requirements

- **Overview:**

The Proposer shall provide detailed information to demonstrate their understanding of the services requested.

- **Documents:**

The City of Brunswick is not interested in elaborate brochures. All documents will be typewritten on standard 8-1/2 x 11 white paper. Exception would be schematics, exhibits, photographs, or other information necessary to facilitate the City's ability to accurately evaluate the proposal.

- **Submission:**

The Proposer shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed **separately**. Proposers are reminded that under Georgia law, all **opened** documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the *"Instructions to Proposers"* Section.

City of Brunswick
Purchasing Agent's Office
Raquel Jeffreys McCray
601 Gloucester Street
Brunswick, Georgia 35120

- **The Ritz Theatre HVAC Replacement**

A Proposer's response shall include, at a minimum, the following information. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein. Proposals must be tabbed as follows and must include, in the applicable tab, the information/documents specified. Proposals that do not adhere to the following format or include the required information/documents may be considered incomplete and therefore non-responsive. The City reserves the right to seek additional/supplemental representation on specific issues as needed. Respondents shall construct their proposal in the following format and a tab must separate each section.

TAB 1 - EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es), telephone, and e-mail address. The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

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TAB 2 - EXPERIENCE AND ABILITY AND ADDITIONAL PROPOSAL REQUIREMENTS

This RFP is for The Ritz Theatre HVAC Replacement. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and construction capabilities.
- Training and experience (list all certifications).
- Provide a management plan for each category of work describing what actions will be taken.
- Include any pertinent information needed to determine the proposer's experience and ability to perform the anticipated work.
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors.
- Subcontracting participation in the Contractor's plan (provide a sub-contracting plan).
- Past performance on contracts and other accomplishments.
- References from past clients.
- Ability to track and record all work for invoices and auditing purposes.
- Other unique services your company can provide.

TAB 3 - PAST PERFORMANCE

The proposer shall include a list of major HVAC replacement projects completed within the past five years. HVAC removal and installation projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the proposer's past performance. The proposal will address how the proposer has previously handled disposal of hazardous materials and construction materials. For each of the above items the proposer shall include details of the project such as: the public agency, their contact, all pertinent phone numbers, and dollar amounts. The proposer should provide information necessary to investigate the work with the public agency. The proposer shall provide at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

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TAB 4 - UNDERSTANDING OF PROJECT REQUIREMENTS

The proposer shall provide their interpretation of what is required to meet the needs of the City. The Proposer will use this document, their knowledge and experience to develop their understanding of this project. The proposer is urged to develop scenarios or examples to fully explain their position.

The Contractor shall provide all labor, equipment, machines, and tools necessary to load and haul eligible materials. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within 1 day.

TAB 5 - APPROACH AND METHOD

The proposer shall provide a complete scenario for the various scopes of work and scenarios of different types of events. Each scenario will include how the work will be accomplished. The proposer shall provide the management processes anticipated to be used. It shall include how the interaction may take place between The City of Brunswick Department of Engineering and Public Works, City of Brunswick Finance Department, and the Golden Isles Arts & Humanities staff and the proposer.

-End of This Section-

Proposal Evaluation Factors

It is the City's intent to evaluate the proposals based on technical merit and price. It is the intent of the City to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.

➤ Evaluation Method

Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize that subjectivity. The following delineates the value attributed to each section.

<u>SECTION</u>	<u>WEIGHT</u>
✓ Project Understanding	25 %
✓ Company Experience	25 %
✓ OSHA Knowledge	25%
✓ Cost	25 %
Total:	100 %

Note: While the evaluation team will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

➤ **Project Understanding** - Provision of adequate, specific, information regarding the proposer's technical approach to this project. Such information shall include, but not be limited to:

- Specific technical approach information.
- Proposed sub-contractors.
- Personnel experience - general as well as specific qualifications and experience of individuals.

➤ **Company Experience** - Detailed information relative to proposer's general qualifications as well as qualifications specific to this project; past performance record on similar work, corporate history, and team organization.

➤ **OSHA Knowledge** - Knowledge of Occupational Safety and Health Administration regulations and procedures.

Based on the total score of the Technical and Cost proposals, the City of Brunswick may choose a Proposer(s) with whom to negotiate the final project methodology/scope, fees, and schedules with a view toward entering into a contractual agreement.

Note: The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected Proposer. Accordingly, it is imperative that all Proposers present their best technical and cost offers in their initial submission.

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Oral Presentation

Following the evaluation of the proposals, the city may request the top-ranking firm(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, they will take place in Brunswick, Georgia at a mutually acceptable date and time that will be promulgated by the Contract Administrator.

Negotiations

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to the City.

Contract Formation

If the negotiation produces mutual agreement, the draft contract shall be constructed and forwarded to the successful Proposer for execution and then to the City's Board of Commissioners for acceptance. The draft contract format will be the **only** acceptable document for execution. The Proposer is cautioned not to introduce its format or suggest an association's format, e.g. "AIA". **The City of Brunswick will not entertain or accept any exceptions or amendments to the contract format provided.**

-End of This Section-

Notice Of Award of Contract

As soon as possible, and within 10 days after receipt of proposals, the City shall notify the successful Proposer of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Proposer. If an Award of Contract has not been made within 30 days from the proposal opening date or within the extension mutually agreed upon, the Proposer may withdraw the bid without further liability on the part of either party.

- **Execution Of Contract Documents**

- a. Within ten (10) days subsequent to successful contract negotiations, the City shall furnish the successful Contractor the confirmed copies of Contract Documents for execution.
- b. Within ten (10) days after receipt of the Contract Documents, the Contractor shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State, or Local authorities.
- c. Within ten (10) days after receipt of the Contract Documents, executed by the Contractor, certificates of insurance, and license(s) the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

Insurance

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of Insurance indicating that the successful proposer has obtained such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner.

The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. If the Contractor receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful

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proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. Comprehensive General Liability -The Contractor shall always exercise proper precaution for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

- **The limits of insurance are as follows:**
 - General liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollar's aggregate.
 - Automobile insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage)
 - Workers' Compensation Insurance as will protect potential bidder or offeror from Workers' Compensation Acts.
 - Contractors Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in, Paragraph 06 above.

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- The successful Proposer shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the City.

Bonds

The Contractor shall agree to furnish payment and performance bonds with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such payment and performance bond will be 100 % of proposed fees. The bonds required hereunder will be dated as of the same date as the notice to proceed date for any invocation of the contract and will be furnished to the Owner at the time the contract is invoked. These bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent and shall have a proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bonds shall be a signed **Affidavit** on the form provided herewith.

Georgia Security and Immigration Compliance Act

Pursuant to O.C.G.A. § 13-10-91 (Georgia Security and Immigration Compliance Act), every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

No contractor or subcontractor shall enter into a contract or subcontract with a public employer in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor and any subcontractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor;

- Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an indication of the employee-number category applicable to the subcontractor.
- Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit which is attached hereto and which shall be a part of this contract.
- Contractor agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia

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Department of Labor by the subcontractor's execution of a Subcontractor Affidavit provided by The City of Brunswick. Contractor shall maintain records of such attestation for inspection by The City of Brunswick at any time. The Subcontractor Affidavit shall become a part of the contractor/subcontractor agreement.

-End of Section-

APPENDIX A: Project Area Map



APPENDIX B: Required Forms

Oath

Representation Affidavit

Contractor Affidavit & Agreement

Subcontractor Affidavit & Agreement

Drug Free Workplace Certification

Legal and Characteristics Qualifications

Payment Bond

Performance Bond

Statement of Insurance

OATH

(To be submitted with bid)

State of Georgia

City of Brunswick

I, _____ (name of individual), solemnly swear that in the procurement of the contract for the replacement of the HVAC unit for The Historic Ritz Theatre, that neither I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me, or my business, corporation or partnership has caused or induced any other bidder or proposer to withdraw his/her bid or proposal from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This ____ day of _____, 2024.

Name of Party

Corporate or Partnership Name

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ day of _____, 2024.

NOTARY PUBLIC: _____

My Commission Expires: _____

(SEAL)

REPRESENTATION AFFIDAVIT
(To be submitted with bid)

This proposal is submitted to The City of Brunswick, Georgia Board of Commissioners (City by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and The City of Brunswick. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may results in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the City, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the City's judgement may best serve the public interest of its citizens and employees, may grant a contract.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firms or person submitting a proposal for the same, and is in all respects fair and without collusion of fraud. I understand that collusive Proposing is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any contract issued will be on the basis of the Contractor's service and financial plans and arrangements are feasible and adequate to fulfill the conditions set forth in the City of Brunswick, Georgia Actuarial Services Request For Proposal and the successful Proposer's response.

Company Name: _____

Authorized Person: _____ Signature _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Name and telephone number of person to whom inquiries should be directed:

Name: _____

Address: _____

Title: _____ Telephone: _____

Fax: _____ Email: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render Proposal non-responsive you must use this form, you must be enrolled in this program, and you must include your user ID #)

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 contracting with The City of Brunswick has registered with and its participating in a federal work authorization program [Employee Eligibility Verification (EEV)/Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The City of Brunswick will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Brunswick, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form provided by The City of Brunswick. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Brunswick at the time the subcontractor(s) is retained to perform such service.

EEV Number

Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SWORN AND SUBSCRIBED BEFORE ME
ON THIS _____ DAY OF _____, 2024.

Notary Public

My Commission Expires: _____ (SEAL)

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS).

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). your company must provide a copy of each such affidavit to the City of Brunswick, Purchasing Division, with the executed contract documents.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by the City of Brunswick at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

-End of Section

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

(To be submitted with bid)

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 The City of Brunswick has registered with and is participating in a federal work authorization program [Employee Eligibility Verification (EEV)/Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot Program User Identification Number

Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SWORN AND SUBSCRIBED BEFORE ME

ON THIS _____ DAY OF _____, 2024.

Notary Public

My Commission Expires: _____

(SEAL)

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under Proposal, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Title

Date

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violation		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
I	False/misleading advertising		
J	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

	Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

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LEGAL AND CHARACTER QUALIFICATIONS

Principals: The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

References: The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the City opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT PERSON	TITLE	TELEPHONE NUMBER/EMAIL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PERFORMANCE BOND

(Submit this form with Bond)

**STATE OF GEORGIA
CITY OF BRUNSWICK**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as

Principal, (herein after known as "Contractor"), and we _____

_____ as Surety,
do hereby acknowledge ourselves indebted and firmly bound and held unto City of Brunswick, Georgia for the use and benefit of those entitled thereto in the sum of **One Million and 00/100 Dollars (\$1,000,000.00)** for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the City has engaged the said Contractor for the sum of **One Million and 00/100 Dollars (\$1,000,000.00)** for **The Ritz Theatre HVAC Replacement** project, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such change extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

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IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by authorized officers, on this _____ day of _____, 2024 Executed in three (3) counterparts.

CONTRACTOR: _____

Signed, sealed, and delivered

By: _____

in the presence of:

Title: _____

(SEAL)

1. _____

2. _____

SURETY: _____

(Surety Name)

Signed, sealed and delivered

By: _____

in the presence of:

Title: _____

(SEAL)

1. _____

2. _____

PAYMENT BOND

STATE OF GEORGIA CITY OF BRUNSWICK

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, (herein after known as

"Contractor"), and we _____

_____ as Surety, are held and firmly bound unto The City of Brunswick, Georgia (hereinafter called the "City"), in the penal sum of **One Million and 00/100 Dollars (\$1,000,000.00)** lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered a certain Contract with said City, for **The Ritz Theatre HVAC Replacement** project, as more fully appears in a written Agreement bearing the same project title, (hereinafter called the "Contract"), which Contract and the Specifications for said project shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the City in which the work provided for in said Contract is to be performed or in any City in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.
- b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

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d) This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-70 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers,

on this _____ day of _____, 2024 Executed in three (3) counterparts.

CONTRACTOR: _____

Signed, sealed, and delivered

By: _____

in the presence of:

Title: _____

(SEAL)

1. _____

2. _____

SURETY:

(Surety Name)

Signed, sealed and delivered

By: _____

in the presence of:

Title: _____

(SEAL)

1. _____

2. _____

STATEMENT OF INSURANCE COVERAGE

This is to certify that _____
(Insurance Company)

of _____
(City/State) (Insurance Company Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

The City of Brunswick Georgia Board of Commissioners, Purchasing Agent, 601 Gloucester Street, City Hall Brunswick, Georgia 31520.

It is further agreed that The City of Brunswick Board of Commissioners shall be named as an additional insured on the Contractors policy.

- 1. **Insured:**

- 2. **Project Name: The Ritz Theatre HVAC Replacement**

- 3. **Project Number:**

- 4. **Policy Number(s):** _____

DATE: _____
(INSURANCE COMPANY)

ISSUED AT: _____
(AUTHORIZED REPRESENTATIVE)

ADDRESS: _____

**NOTE: Please attach Certificate of Insurance form to this page
(Attach any endorsements)**