



**THE CITY OF SMYRNA  
2800 KING STREET  
SMYRNA, GEORGIA 30080**

**REQUEST FOR QUALIFICATIONS**

**RFQ 24-027**

**DISASTER RECOVERY SERVICES**

The City of Smyrna is accepting sealed qualifications from Georgia licensed Contractors that are qualified to perform selective Disaster Recovery Services for the citizens and businesses of the City when recommended by Smyrna Fire Department. The successful Contractor(s) shall comply with all requirements and general conditions stated in this Request for Qualification. The City intends to establish a call list of Respondents that are qualified to meet the requirements of this RFQ.

Sealed Statement of Qualifications (SOQ) will be received no later than **Monday, March 4, 2024 – 2:00 PM** at the City of Smyrna Finance Department, Smyrna City Hall, 2800 King Street, Smyrna, Georgia 30080. Statement of Qualifications received after the above date and time, or in any location other than the Finance Department, will not be considered.

The City of Smyrna uses an e-procurement system for electronic solicitation through BidNet's Georgia Purchasing Group. The Qualifications documents are available on BidNet's Georgia Purchasing Group website via the City of Smyrna Purchasing Department's Web Portal for Sealed Bids at <https://www.bidnetdirect.com/georgia/cityofsmyrna>. Qualifications documents may also be obtained by sending company name and contact information to [kbrown@smyrnaga.gov](mailto:kbrown@smyrnaga.gov).

As described in the specifications attached, all submissions for City of Smyrna Disaster Recovery Services (RFQ 24-027) must comply with all general and special instructions. The City of Smyrna reserves the right to accept or reject any or all Proposals and award in the best interest of the City.

A "Sealed Bid Label" has been enclosed to affix to your proposal. This label **MUST** be affixed to the outside of the envelope or package. Failure to attach the label may result in your proposal being opened in error or not routed to the Purchasing department.

**QUESTIONS:** All questions or requests for information not included in RFQ 24-027 must be submitted via email no later than 5:00 PM on Tuesday, February 20, 2024, to Kelly Brown, City of Smyrna Purchasing Manager at [kbrown@smyrnaga.gov](mailto:kbrown@smyrnaga.gov). Addenda will be posted on the City of Smyrna website and BidNet Direct.

The City of Smyrna reserves the right to accept or reject any or all proposals and award in the best interest of the City.

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## GENERAL INSTRUCTIONS

1. Sealed Proposals may be delivered to the City of Smyrna Purchasing Division, 2800 King Street, Smyrna, Georgia 30080. Proposals must be received no later than the date and time indicated. Any proposal received after that time will not be considered for award.
  2. **After the Request for Qualifications is advertised and the submission deadline, no contact will be permitted between proposers and any other City staff members or elected officials except the Purchasing Manager, Kelly Brown.** The Purchasing Department office hours are 8:00 AM to 5:00 PM, Monday through Friday. The phone number is 678-631-5406.
  3. A “Sealed Bid Label” has been enclosed to affix to your proposal. This label **MUST** be affixed to the outside of the envelope or package if hand delivering or mailing to the City. Failure to attach the label may result in your proposal being opened in error or not routed to the Purchasing department.
  4. The City of Smyrna is a tax-exempt Municipal Corporation. No sales tax will be charged on any products or services. Any sales tax paid on materials for the project shall be incorporated into the price of materials for the project. Our FEI number is 58-6000664.
  5. The City of Smyrna reserves the right to waive any and all technicalities, formalities or irregularities. The City may also accept or reject any or all proposals and award the bid to the responsive and responsible bidder in the best interest of the City. The City may reject the proposal of any Consultant that has previously failed to perform properly or complete on time, contracts of a similar nature. Proposals by a Consultant that, in the sole opinion and discretion of the City of Smyrna, is not in the position to fulfill the contract may also be rejected.
  6. All bidders shall provide appropriate proof of a current and valid occupational license issued by an agency from within the State of Georgia. Any bidder owing fees, taxes or other monies to the City of Smyrna will be automatically disqualified.
  7. Proposals may be withdrawn by written or faxed request, provided such withdrawals are received prior to the time and date of the opening of bid proposals.
  8. If a bidder chooses to not submit a proposal, it is requested that a “NO BID” form be submitted stating the reason for the “no bid”. For our records, it is important that we know why bidders chose not to submit. A No Bid form is attached for the Consultant’s use. Any bidder submitting a “no bid” will be recorded as such.
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## SPECIAL INSTRUCTIONS

### 1. **Scope Reduction Clause**

The City of Smyrna (the “City”) reserves the right to reduce or increase the scope of the project if the responsible and responsive Consultant’s proposal is higher or lower than our budgeted amount for the project. The City of Smyrna, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction clause will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

### 2. **Additional Work**

The City of Smyrna reserves the right to add to the contract any future work, with the agreement of the Consultant, at unit prices offered in this proposal. This option will be enacted during the contract or within twelve months of the end of the contract, if in the best interest of the City, and with agreement of the Consultant (“Consultant”).

### 3. **Insurance Requirements**

All Proposals submitted must be accompanied by a Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker’s compensation. Upon Bid Award, Contractor shall present a Certificate naming the City of Smyrna as Additional Insured. Contractor shall be responsible for all injuries or damages of any kind resulting from his work to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property damage and in excess over other coverage in an amount of at least \$2,000,000 combined single limit.
- c. Worker’s Compensation and Employers Liability – Statutory coverage at a minimum of \$100,000 per accident.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

### 4. **Indemnification**

Consultant shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, sub Consultants and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys’ fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

### 5. **Georgia Security and Immigration Compliance**

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91) and further updated in House Bill 87 and Senate Bill 160, all Contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to Contractor and Sub-Contractor stating affirmatively that the Contractor and any Sub-Contractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP and must be signed and provided with the Quotation submission.

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An individual, or company with no employees, should complete the SAVE documentation and include a copy of a principal's drivers' license or passport to verify U.S. citizenship.

6. **Default and Termination**

a. **Default**

The City may on thirty (30) days notice to the Consultant terminate the service contract, and without prejudice to any other remedy it may have, when the Consultant materially defaults in the performance of any provision of this specification, or materially fails to carry out the work in accordance with the provisions of the service contract. Default by the Consultant will include, but is not limited to, the following:

- i. Failure by the selected firm to provide service in accordance with the specifications.
- ii. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the Consultant.
- iii. Consultant fails to cure any other breach of default in the performance of its duties or obligations set forth in the contract within five (5) days of receipt by Consultant of written notice of such breach or default.

b. **Termination**

The City may terminate the contract, for convenience purposes, upon sixty (60) days written notice. Upon any termination of the contract, the Consultant shall, unless notified in writing otherwise, take all reasonable precautions to complete the work in progress and to minimize the expenses of the City incident to such termination and the completion of the work. Thereafter, the Consultant shall promptly discontinue the work. The City will pay the Consultant all monies owed for work completed.

7. **Required Submissions**

Electronic copy in BidNet Direct

Technical Proposal Statement of Qualifications

- 1 PDF Technical Proposal
- 1 PDF (scan all required forms/documents into 1 PDF)

Hard Copy-Delivered to City Hall

Technical Proposal Statement of Qualifications

- 4 Hard Copies (1 marked original) Technical Proposals
- 1 Hard Copy Loose (non-bind) forms in an envelope-marked 24-027 Firms Name & Required forms

8. **Expenses Incurred by Proposer**

The City will not be responsible for any costs incurred by any proposer in preparing and submitting a proposal in response to this RFQ. All submittals upon receipt become the property of the City. Subject to the provisions of the State of Georgia Open Records Act, the details of the proposal documents will remain confidential until final award.

9. **Term**

The term of this contract shall commence upon execution and shall terminate one (1) year thereafter. The City shall have the option to renew the contract on an annual basis for four (4) additional 1-year terms.

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## **REQUIRED FORMS & DOCUMENTS**

**STATEMENT OF QUALIFICATIONS LETTER**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by the Purchasing Office, City of Smyrna, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Smyrna.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Smyrna reserves the right to reject any or all submittals, waive technicalities and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of ninety (90) days from Statement of Qualifications opening date.

**STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION**  
(Offeror to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

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**ACKNOWLEDGEMENTS**

\_\_\_\_\_ We acknowledge that we take no exceptions to the specifications.

**OR**

\_\_\_\_\_ We acknowledge that we do take exceptions to the RFQ requirements and specifications and an itemized list of exceptions is attached.

\_\_\_\_\_ We acknowledge we have signed and attached the Contractors and/or Sub-Contractors Affidavits.

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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City of Smyrna, Georgia  
**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91 (b) (1), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Smyrna has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability 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:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
EEV/ Federal Work Authorization User Identification Number      Date of Authorization

Name of Contractor\_\_\_\_\_

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

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Office or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_DAY OF\_\_\_\_/\_\_\_\_\_

Notary Public  
My Commission Expires:

\_\_\_\_\_

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City of Smyrna, Georgia  
**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91 (b) (1), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Smyrna has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
EEV/ Federal Work Authorization User Identification Number      Date of Authorization

Name of SubContractor\_\_\_\_\_

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

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Office or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_/\_\_\_\_\_

Notary Public  
My Commission Expires:  
\_\_\_\_\_

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**Sealed Proposal Label**

This label **MUST** be affixed to the outside of the envelope or package. Failure to attach the label may result in your proposal being opened in error or not routed to the Purchasing department.

**SEALED PROPOSAL**

**DO NOT OPEN**

Deliver to: City of Smyrna, Purchasing Department  
2800 King Street  
Smyrna, GA 30080

Vendor: \_\_\_\_\_

RFQ 24-027 Disaster Recovery Services

Proposal Due Date: Monday, March 4, 2024 - 2:00 PM

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