

# **CITY OF DAHLONEGA REQUEST FOR PROPOSAL (RFP)**

# **ELECTRONIC DOCUMENT MANAGEMENT SYSTEM #2022-016**

**ISSUING AGENCY** 

**CITY OF DAHLONEGA** 465 RILEY ROAD DAHLONEGA, GA 30533 PHONE: 706-482-2721 FAX: 706-864-4837

**ISSUE DATE** 

Wednesday, August 3rd, 2022

**PRE-PROPOSAL MEETING** 

**PROPOSAL CLOSING DATE** 

PURCHASING AGENT (CITY CONTACT)

*Not Applicable* 

Tuesday, August 30th, 2022, 2:00 PM

**Brittany Lee** 

# **BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN**

# AUGUST 30th, 2022, 2:00 PM

# ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

# CITY OF DAHLONEGA REQUEST FOR PROPOSAL (RFP)

# ELECTRONIC DOCUMENT MANAGEMENT SYSTEM #2022-016

The City of Dahlonega is seeking proposals from qualified vendors to provide a cloud-based Electronic Content Management System to the City with the capability to effectively collect, store, manage and publish documents for the City Clerk and City Municipal Court.

Questions regarding Project #2022-016 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at blee@dahlonega.gov or faxed to 706-864-4837 before 12:00PM, EDT, on August 15<sup>th</sup>, 2022. Responses will be posted by addenda no later than 5:00PM EST, on August 19<sup>th</sup>, 2022, to <u>www.dahlonega.gov</u>

Proposals must be received by 2:00 PM local time on Tuesday, August 30<sup>th</sup>, 2022, and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Proposals shall be clearly marked and sealed, including the appropriate project number and title. Late bids will not be considered nor returned.

The proposal documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-864-6133) and on the City's website at www.dahlonega.gov

Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all proposals, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

# 1.0 INTRODUCTION

#### **1.1 Purpose of Procurement**

The City of Dahlonega is seeking proposals from qualified vendors to provide a cloud-based Electronic Content Management System to the City with the capability to effectively collect, store, manage and publish documents for the City Clerk and City Municipal Court.

#### **1.2** Schedule of Events

This Request for Proposal shall be governed by the following schedule:

DATE	ACTIVITY
Wednesday, August 3 <sup>rd</sup> , 2022	Release of Request for Proposal
Monday, August 15 <sup>th</sup> , 2022 12:00 PM	Deadline for written questions to be submitted to Purchasing Agent
Friday, August 19 <sup>th</sup> , 2022 5:00 PM	Answers to written questions and all addenda posted on website: <u>www.dahlonega.gov</u>
Tuesday, August 30 <sup>th</sup> , 2022 2:00 PM	Proposals due and proposal opening (Proposals will be accepted until time of opening. No proposals will be accepted after the due date and time.

#### **1.3** Restrictions on Communications

From the issue date of this Request for Proposal until a contractor is selected, and the award is announced, Contractors are not allowed to communicate **for any reason** with any City staff or elected officials except 1) through the Purchasing Agent named herein, 2) at the Pre-Proposal Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any proposer violating this provision.

#### 1.4 Pre-Proposal Meeting

Not Applicable.

#### 1.5 Questions & Addenda

All questions concerning this **proposal must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EDT on Monday, August 15<sup>th</sup>, 2022, local time. The Inquiries must be directed to:

Brittany Lee, Purchasing Agent City of Dahlonega 465 Riley Road Dahlonega, Georgia 30533 <u>blee@dahlonega.gov</u> Fax 706-864-4837 No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposal. Addenda shall be posted to the city website <u>www.dahlonega.gov</u>, no later than Friday, August 19<sup>th</sup>, 2022, no later than 5:00 PM EDT. A signed copy of the Addenda Acknowledgement Form shall accompany submitted proposals. Proposers are advised to check the website for addenda before submitting their bids.

#### 1.6 Contract Term

The contract between the City and the selected Vendor shall become effective upon signing. The City reserves the right to terminate contract at any time if successful proposer fails to meet requirements stated in this proposal. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

#### 1.7 Bonds

Bid Bonds Performance and Payment Bond Not Required Not Required

#### 1.8 Submission of Proposals

Only sealed proposals will be accepted. One (1) original and three (3) copies of the complete signed submittal must be received no later than Tuesday, August 30<sup>th</sup>, 2022, at 2:00 PM EDT. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, and address, and marked as "ELECTRONIC DOCUMENT MANAGEMENT SYSTEM #2022-016" to:

Brittany Lee, Purchasing Agent City of Dahlonega 465 Riley Road Dahlonega GA 30533

Proposal responses submitted by fax or electronic mail (email) will NOT be accepted.

Proposers are advised to allow adequate time for shipping. Many express mail and delivery services do not guarantee overnight delivery by noon to the City. Any bid received after Tuesday, August 30<sup>th</sup>, 2022, at 2:00 PM EDT, will not be opened. Late bids will be rejected in their entirety.

#### 1.9 Exception to RFP

Each contractor shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the proposal. All exceptions taken must be identified and explained in writing in your RFP and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer's solution must be explained in detail. The City welcomes innovative suggestions and recommendations from Proposers that will ensure a 100% successful service approach.

#### 2.0 SCOPE OF WORK

#### 2.1 Scope of Work

The City of Dahlonega is seeking proposals from qualified vendors to provide a cloud-based software solution and implement an Electronic Content Management (ECM). The anticipated scope of work includes, but is not limited to:

- 1. Build-out and customization of ECM capable of successfully integrating with the record retention document processes currently used by the City of Dahlonega.
- 2. Comply with industry-recognized standards relating to security techniques and information security management. Provide administrative users with controls to prevent stored records from being overwritten, deleted, or altered.
- 3. Provide tools and features to enable workflow efficiencies, improve knowledge and information sharing, improved document findability, decrease the duplication of records, and minimize costs for carrying out the governance of an effective Records and Information Management (RIM) program.
- 4. The delivery of training to Staff on the use of the ECM.
- 5. On-going system support.

This RFP seeks to solicit proposals from qualified companies for a hosted cloud-based system to provide document management, document workflow, and records management capabilities. Additionally, the City is interested in proposals for professional services to convert or migrate documents currently stored in the City's warehouse and shared drives, electronically and other media formats to the proposed solution.

The objectives of this project are:

- 1. To implement a secured cloud-based Electronic Content Management/Records Management System.
- 2. To enable the migration of documents from shared drives and other media (paper, fiche, survey and design maps and blueprints) to the new system.
- 3. To enable seamless workflow capabilities between staff and patrons.
- 4. To position the City for future integrations between the Electronic Content Management/Records Management System and other enterprise applications.
- 5. To enable the automation of records management rules and requirements.

We are looking for these abilities:

- 1. Electronic Content Management
  - a. Ability to scan and import standard data file formats, as well as large-scale maps and plans, photographs, and video files
  - b. OCR functionality
  - c. Boolean, metadata, and full text searching
  - d. Customizable reporting capabilities, including the ability to export reports as both PDF and Microsoft documents (such as Excel or Word)
  - e. Ability to publish documents to the City's website for public access
  - f. Ability to "pull" data to auto-populate indexing/metadata values from other systems, including Tyler/New World and GIS
- 2. Records Management
  - a. Retention management per the City's retention schedule

3. Security for confidential records, including Personally Identifiable Information (PII) Conversion/migration of electronic files (e.g., documents, images, photos) from shared drives into the new system may be required, although the scope of this effort is not yet defined.

**General Functionality** 

Requirements	Need
Compatible with all modern web browsers (Edge, Firefox, Chrome, Safari, etc.)	Essential
Administrator is able to configure role-based permissions and individual user permissions.	Essential
Users can enter search parameters to locate application documents by reference number, application name, document type, date received, site, address and other entered attributes.	Essential
Application Administrator can configure new folders, sub-folders, document attributes, and document types without Vendor assistance. Administrator can select whether confidential folders are visible in the customer-facing interface.	Essential
Users can configure their own search parameters to enable searching by reference number, date received, date of public hearing, document type, and decision.	Desirable
Options for cloud-based storage and hybrid-based storage.	Essential
County retains ownership of the data stored on the platform with the ability to extract it in full at any time.	Essential
Must allow the direct import of common electronic document types (such as, but not limited to: TIF, PDF, JPG, Microsoft Office standard formats such as docx and xlsx)	Essential
Easy to navigate, user-friendly user interface.	Essential
Enables storage of application presentation documents, such as PowerPoint files, photographs, and videos	Essential

#### Reporting and Management

The Electronic Document Management System should meet the following requirements:

Requirements	Need
System generates reports of number of documents accessed, imported, uploaded, edited, and deleted. Results can be refined by user.	Essential
System collects information on when documents are accessed/	
viewed/ modified and downloaded.	Essential
System can generate reports on total size of all data stored in the	
system and, depending on	Essential
whether system is cloud-based, where data is being stored.	

#### 2.2 Review of Proposals

The Committee will use a point formula during the review process to score proposals. Each member of the Committee will first score each technical proposal by each of the criteria described below. The Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each service provider. At this point vendors with an unacceptable technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened, and additional points will be added to the technical score based on the proposal and contract. The maximum score for the price will be assigned to the firm offering the lowest total all-inclusive maximum price.

Appropriate fractional scores will be assigned to other proposers.

The City reserves the right to retain all proposals submitted and use any idea or approach offered in a proposal regardless of whether that proposal is selected.

# 2.3 Evaluation Criteria

Proposals will be evaluated and scored for both technical qualifications and price. The following represents the principal selection criteria that will be considered during the evaluation process.

Technical Qualifications: (Maximum Points - 75)

1. Expertise and Experience

2. The vendor's previous experience and performance on comparable engagements.

3. The quality and expertise of the vendor's personnel to be assigned to the account and the quality of the vendor's management support personnel to be available for technical consultation.

- a. Resumes of key staff
- b. Approach and Methodology

4. Adequacy of a proposed staffing plan for various segments of the engagement.

5. Adequacy of identification methods to address needs from most crucial to minor in a manner that the most crucial needs are addressed and met first and foremost.

6. Availability and response time to address needs, including emergency response.

7. Ability to develop, communicate and execute plans relating to the City's information technologies.

Price: (Maximum Points – 25)

#### 2.4 Final Selection

The Selection Committee will make a recommendation to the City Council. The City Council will make the final selection.

#### **3.0 MISCELLANEOUS**

The City reserves the right to reject any or all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in City's sole judgment, best meets the requirements of the program.

The RFP creates no obligation on the part of the City of Dahlonega, Georgia to award a contract or to compensate the Bidder for any costs incurred during proposal presentation, response, submission,

presentation, or oral interviews. City of Dahlonega, Georgia reserves the right to award a contract based on proposals received without further discussion or negotiation. Vendors should not rely upon the opportunity to alter their qualifications during any discussions.

The City further reserves the right to make such investigation as it deems necessary to determine the capability of the vendors to furnish required services, and vendors shall furnish all such information for this purpose as the City may request.

# 4.0 TERMS AND CONDITIONS

#### 4.1 **RFP** Amendments

The City reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information can be found on the City's website, <u>https://dahlonega.gov/submit-a-bid-or-proposal/</u> It is the Proposer's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.

#### 4.2 RFP Withdrawal

A submitted RFP may only be withdrawn prior to the due date in accordance with O.C.G.A.§13-10-22 by a signed written request to the Purchasing Agent.

#### 4.3 Costs for Preparing RFP

The cost for developing the RFP is the sole responsibility of the contractor. The City will not provide reimbursement for such cost.

#### 4.4 Conflict of Interest

If a Proposer has any existing client relationship that involves The City of Dahlonega, the Proposer must disclose each relationship.

#### **4.5 Contractor Selection**

The City of Dahlonega reserves the exclusive right to determine which Proposer should be awarded the contract. The City also reserves the right to reject any and all RFPs at its discretion, with or without cause.

#### 4.6 Negotiations and Apparent Winner

Prior to the award, the apparent winning proposer will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time is advantageous to the City. Failure to resolve differences will lead to the rejection of the contractor's RFP.

The City reserves the right to negotiate modifications and costs with the successful Proposer, provided that no such modifications affect the specifications set forth herein. The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the City.

# 4.7 Taxes

The City of Dahlonega is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. The City of Dahlonega cannot exempt others from tax.

# 4.8 Proposal Bonds, Performance Bonds, and Payment Bonds (if required)

Not Required.

# 4.9 Compliance with Laws

The contractor will comply with all State and Federal laws, rules, and regulations.

# 4.10 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

# 4.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

# 4.12 Rejection of Submissions/Cancellation of Bids

The City of Dahlonega reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject bids that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Invitation to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.

#### 4.13 Non-discrimination

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

#### 4.14 Payment

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. The City of Dahlonega typically pays invoices on a net 30 basis.

#### 4.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

- 1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.
- 2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
- 3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- 4. The Contractor further agrees to protect, defend, indemnify, and hold harmless The City of Dahlonega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
- 5. The Contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the City.
- 6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

- 7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the Sub-contractors and any persons employed by the Sub-contractor.
- 8. The Contractor and all Sub-contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
- 9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

# A "Certificate of Insurance" showing The City of Dahlonega as the Certificate Holder must be provided prior and incorporated as part of the award contract.

# 4.16 **Project Coordination**

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive, and accept communication as an authorized representative of the City.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

# 4.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this bid, the Contractor shall confer with the City for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the City and its agents as provided in this bid.

# 4.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by the Contract, shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to the Contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that Contractor shall have the right to retain copies of the same.

# 4.19 News Releases by Contractor

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases

concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlonega Purchasing Director for review and approval.

# 4.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of the Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The City and the Contractor agree to resolve issues through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

#### 4.21 Drug-Free Workplace

By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

- 4.21.1 A drug-free workplace will be provided for the Contractor's employees during the performance of the contract.
- 4.21.2Each Contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
- 4.21.3As part of the subcontracting agreement with (Contractor's name), (Sub-Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3.
- 4.21.4The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

#### 4.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without the written consent of the City.

# 4.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

#### 4.24 Non-Collusive Bidding

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

#### 4.25 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

#### 4.26 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

#### 4.27 Documents Deemed Part of Contract

Unless otherwise modified by the Contract, the City of Dahlonega's Request for Proposal issued August 3, 2022, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

# PROPOSER'S CHECKLIST AND SUBMITTAL PACKET

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

Please indicate you have completed the following documentation and submit them in the following order:

- □ Proposer's Information
- □ Execution of Proposal
- □ Price Proposal
- □ Affidavit of Non-Collusion
- □ SAVE Affidavit
- □ E-Verify Affidavit
- □ Addenda Acknowledgement
- $\Box$  Completed W-9

Authorized Signature

Title

Print Name

Date

# **PROPOSER'S INFORMATION FORM**

<b>Bidder Information</b> (Type or Print)	Name and M (Where to Se	<b>failing Address</b> nd Payment)
Name of Company	Name of Con	npany
Address	Address	
City, State, & Zip Code	City, State, &	ż Zip Code
Phone Number	Phone Numb	er
Fax #	Email Addres	35
Tax ID Number	Social Securi	ity Number
Name and Title of Person Authorized to Sign		
Name	Signature	
Title		
Sworn to and signed before me, a Notary Public, t in the year	s d	lay of,
Notary Public in and for the City of	, State o	of
Notary Public Signature and Seal:		
My Commissioner Expires:		

# **PROPOSER'S EXECUTION OF PROPOSER'S FORM**

Date:
The potential Contractor certifies the following by placing an "X" in all bank spaces.
This bid was signed by an authorized representative of the firm.
The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
All labor costs associated with this project has been determined, including all direct and indirect cost.
That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.
That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with exceptions.
Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof

Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees if this proposal is accepted within ninety (90) days from the date of opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Printed Name and Title

# **CERTIFICATION AND NON-COLLUSION FORM**

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

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the bidder or the bidder's associates with any City staff or elected officials since the date this Invitation to Bid was issued except 1) through the Purchasing Agent of the City, 2) at the Pre-bid conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the bid submitted by any bidder violating this provision.

I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal.

Authorized Signature

Title

Print Name

Date

# ADDENDA ACKNOWLEDGEMENT FORM

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

The proposer has examined and carefully studied the Invitation to Bid and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number	
Addendum Number	
Addendum Number	
Addendum Number	
Authorized Signature	Title
Print Name	Date

Vendors must acknowledge any issued addenda. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the City's requirements.

# SAVE AFFIDAVIT

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS) AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

By executing this affidavit under oath, as an applicant for public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1), I am stating the following:

- 1) \_\_\_\_\_ I am a United States Citizen
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States
- 3) <u>I</u> am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_\_.

\*\*\*The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has <u>provided at least one secure and verifiable document</u>, as required by O.C.G.A. §50-36-1 (e)(1), with this affidavit. <u>Some examples of secure and verifiable documents: driver's license</u>, passport, military <u>identification</u>.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_\_(city) \_\_\_\_\_\_(state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC
My Commission Expires: \_\_\_\_\_

# **E-VERIFY AFFIDAVIT**

The City of Dahlonega and the Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 are conditions of the agreement for the physical performance of services. 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 Dahlonega has registered with and is participating in the federal work authorization program known as "E-Verify" to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 The undersigned Contractor also verifies use of the federal work authorization program throughout the contract period.

The Undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dahlonega, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided by the Georgia Department of Audits and Accounts or a substantially similar form. Contractor further agrees to advise the City of Dahlonega of the hiring of a new subcontractor and will obtain a Subcontractor Affidavit within five (5) days of the hiring before the Subcontractor begins working on the project. Contractor agrees to maintain all records of such compliance for inspection by the City of Dahlonega at any time and to provide a copy of each such verification to the City of Dahlonega at the time the Subcontractor(s) is retained to perform such services.

#### Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

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 City of Dahlonega 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). The contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User ID Number	Name of Project		
Date of Authorization	Name of Public	Name of Public Employer	
Name of Contractor			
I hereby declare under penalty of perjury that the fore	going is true and correct.		
Executed onin			
(date)	(city)	(state)	
	SUBSCRIBED	AND SWORN BEFO	RE ME
Signature of Authorized Officer or Agent	ON THIS THE	DAY OF	,202
Name and Title of Authorized Officer or Agent	NOTARY PUB	BLIC	
	My Commission Expires:		

# PRICE PROPOSAL

I have read and understand the requirement of this Request for Proposal for ELECTRONIC DOCUMENT MANAGEMENT SYSTEM #2022-016.

I agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the City of Dahlonega will not be responsible for the reimbursement of any costs not specifically set forth in the proposal.

PROPOSED PRICE \$\_\_\_\_\_

I hereby certify that this financial proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am an authorized to sign the financial proposal.

Company Name

Date

Authorized Signature

Printed Name

# THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID