



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

**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

***ISSUING AGENCY***

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

***ISSUE DATE***

***January 23<sup>rd</sup>, 2023***

***PRE-PROPOSAL MEETING (MANDATORY)***

***February 13<sup>th</sup>, 2023, 2:00 PM EST***

***BID CLOSING DATE***

***February 27<sup>th</sup>, 2023, 2:00 PM EST***

***PURCHASING AGENT (CITY CONTACT)***

***Brittany Lee***

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN**

**FEBRUARY 27<sup>TH</sup>, 2023, AT 2:00 PM EST.**

**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)**

**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

The City of Dahlonega is seeking a vendor to provide design, equipment, software, installation, maintenance, and onsite training of an Outdoor Wireless Sound System for a portion of our downtown area.

A *MANDATORY* pre-proposal meeting will be held on February 13<sup>th</sup>, 2023, at 2:00 PM EST at the Council Chambers, Dahlonega City Hall located at 465 Riley Road Dahlonega, GA 30533

Questions regarding Project #2023-002 will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee at [blee@dahlonega.gov](mailto:blee@dahlonega.gov) or faxed to 706-864-4837 before 12:00PM, EST, on February 16<sup>th</sup>, 2023. Responses will be posted by addenda no later than 5:00PM EST, on February 21<sup>st</sup>, 2023, to [www.dahlonega.gov](http://www.dahlonega.gov)

Proposals must be received by 2:00 PM local time on February 27<sup>th</sup>, 2023, 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](http://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Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22.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 a vendor to provide design, equipment, software, installation, maintenance, and onsite training of an Outdoor Wireless Sound System for a portion of our downtown area.

### 1.2 Schedule of Events

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

DATE	ACTIVITY
January 23 <sup>rd</sup> , 2023	Release of Invitation to Bid
February 13 <sup>th</sup> , 2023 2:00 PM EST	Mandatory Pre-Bid Meeting
February 16 <sup>th</sup> , 2023 12:00 PM EST	Deadline for written questions to be submitted to Purchasing Agent
February 21 <sup>st</sup> , 2023 5:00 PM EST	Answers to written questions and all addenda posted on website: <a href="http://www.dahlonega.gov">www.dahlonega.gov</a>
<b>Thursday, February 27<sup>th</sup>, 2023 2:00 PM EST</b>	<b>Proposals due and proposal opening (Proposals will be accepted until time of opening. No proposals will be accepted after the due date and time.</b>

### 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

A mandatory pre-proposal meeting will be held Monday, February 13<sup>th</sup>, 2023, at 2:00 PM. We will do a site visit and tour of the downtown area with vendors.

### 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 EST on Thursday, February 16<sup>th</sup>, 2023, local time. The Inquiries must be directed to:

**Brittany Lee, Purchasing Agent**

City of Dahlonega

465 Riley Road

Dahlonega, Georgia 30533

[blee@dahlonega.gov](mailto:blee@dahlonega.gov)

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 [www.dahlonega.gov](http://www.dahlonega.gov), no later than Tuesday, February 27<sup>th</sup>, 2023, 5:00 PM EST. 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 contractor 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	Not Required
Performance and Payment Bond	Not Required

## 1.8 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 Background

The City of Dahlonega is located approximately sixty miles north of Atlanta. The City provides services including police, public works, courts, planning and community development, utility services and billing, downtown development, parks, and special events along with various administrative and support functions.

### 2.2 Specifications

The City of Dahlonega is seeking a vendor to supply and install an outdoor wireless sound system in a portion of our downtown area. The location of a master station is known (Downtown Dahlonega Office located at 47 S Park Street, Dahlonega, GA), but the locations of the wireless speakers will need to be selected and designed in the RFP. The system will be used for messaging needed during downtown events/parades/festivals and public safety announcements.

#### Hardware/Equipment

- Supplying a turn-key sound station capable of playing recorded messages, live messages, streaming audio, or live/prerecorded music via wireless speakers.
- The wireless speaker system shall provide audio coverage as outlined in Exhibit 1.
- The wireless speaker system shall consist of weatherized outdoor speaker equipment with pole mounts. Preferably the speaker equipment will blend into our historic downtown district.

- The wireless speaker system shall include mobile microphones to allow for public broadcast throughout coverage area. Microphones can be used at two or more locations simultaneously.
- The audio transmission feature shall be “real-time” and have a latency of 30msec or less from audio input to audio output.
- The system shall be capable of monitoring and controlling each unit in the network independently.
- The system shall include the ability of remotely controlling volume, as well as monitoring the real-time received signal level and loss in each remote unit.
- The system shall have the ability to send notifications via phone or email to change messaging, recording, or music being announced.

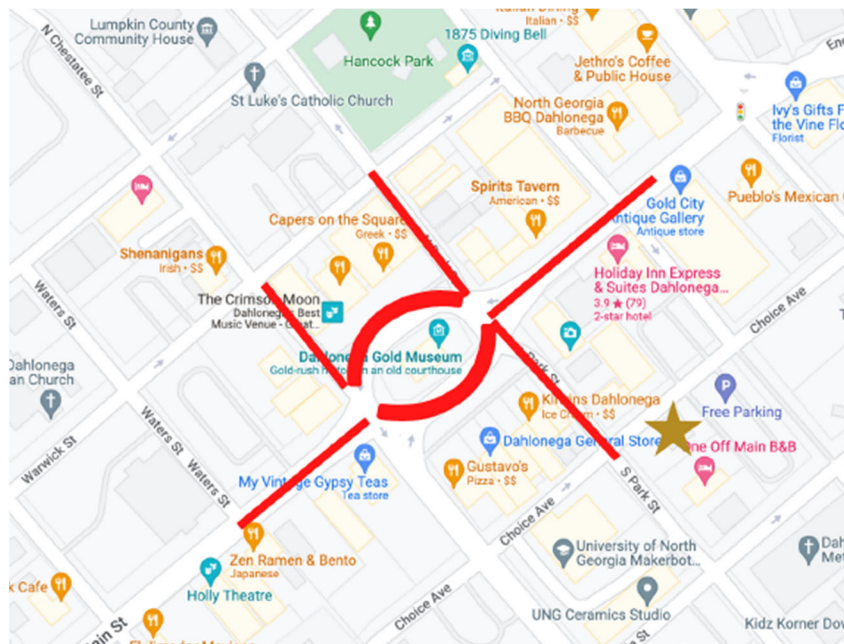
### Installation and Training

- The selected vendor shall install and configure all the hardware and software. The City will be responsible for the network through the City’s IT vendor by providing connection and routing.
- The selected vendor will provide end user training for three (3) DDA employees and two (2) police staff members.

### Support and Maintenance

- The vendor will provide a phone contact for 24/7 remote support.
- The vendor will respond to request for support with a return call within three (3) hour.
- If on-site support is required for a critical failure, a technician will be on-site within six (6) hours.
- First year maintenance will be included as a warranty.
- Provide pricing for four (4) years of maintenance, if applicable.
- Maintenance will include software patches and upgrades.

### Exhibit 1



### 3.0 MANDATORY PROPOSAL REQUIREMENTS

- 3.1 **Overview:** The proposer shall provide detailed information so as to demonstrate their understanding of the supplies and services requested.
- 3.2 **Documents:** Proposers will submit one (1) original and three (3) copies of the proposal. All documents will be type written and bound in two volumes (**Volume 1- Qualifications Proposal and Volume II – Cost Proposal**). Exceptions would be schematics, exhibits, photographs, or other information necessary to facilitate the City’s ability to accurately evaluate the proposal.
- 3.3 **Submission:** The proposer shall package and seal its proposals so that they will not be damaged in mailing. **VOLUMES I AND VOLUME II ARE TO BE PACKAGED AND SEALED SEPERATELY.** Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of the City of Dahlonega will be treated as confidential/proprietary information only to the extent permitted by 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. Should you believe your proposal contains any trade secrets, you must submit an affidavit, along with the proposal, that states the specific portions of the proposal containing trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the Proposal containing any trade secrets. Accordingly, proprietary information and/or data cannot be withheld from public inspection. Proposals and supporting documents will be submitted in accordance with the Evaluation and Proposal Submission Section.

A prospective service provider’s response shall include, at 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 labeled as follows and must include, in the appropriate 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.*

#### **VOLUME 1 – QUALIFICATIONS PROPOSAL (do not include pricing in this volume)**

- PART 1 – Project Approach**
- PART 2 – Experience on Similar Projects**
- PART 3 – Qualifications and Abilities of Professional Personnel**
- PART 4 – Client References for Similar Projects**
- PART 5 – Brief Sales Demonstration**

#### **VOLUME II – COST PROPOSAL**

##### **PART 1 – Cost Proposal**

Each proposer is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with scoring criteria. By submitting a response, the supplier agrees that it has read, understood, and will submit a Proposal by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the

- resulting contract.
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award.
  3. In the event there is discrepancy between the Proposer's unit price and extended price, the unit price shall govern.
  4. In the event there is a discrepancy between (1) the Proposer's pricing as quoted on the RFP's provided cost worksheet and (2) the Proposer's pricing as quoted by the Proposer in one or more additional documents, the former shall govern.
  5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract.

The City's intent is to structure the cost format in order to facilitate comparison among all Proposers and foster competition to obtain the best market pricing. Consequently, the City requires that each Proposer's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's proposal.

**ALL PROPOSALS SHOULD PROVIDE A LINE BREAKDOWN OF HARDWARE, SOFTWARE, INSTALLATION AND MAINTENANCE COSTS. ALL RECURRING COSTS MUST BE DISCLOSED (I.E. LICENSING, MAINTENANCE, TRIP CHARGES, ANY EQUIPMENT WARRANTY INCLUDING PARTS AND LABOR).**

**All proposers should have a brief sales demo ready to present at a later date if/when scheduled with the review committee.**

#### **4.0 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. The City reserves the right to seek additional/supplemental representation on specific issues as needed.

##### **4.1 Technical Evaluation Method**

Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighing values are established to minimize the subjectively.

<u>SECTION</u>	<u>WEIGHT</u>
<b>Project Approach</b>	<b>25 points</b>
<b>Experience on Similar Projects</b>	<b>15 points</b>
<b>Qualifications and Abilities of Professional Personnel</b>	<b>15 points</b>
<b>Client References for Similar Projects</b>	<b>15 points</b>
<b>Quality of Submittal Package</b>	<b>10 points</b>
<b>Cost</b>	<b>20 points</b>

**Total 100 points**

**Following the evaluation of the proposals, the review committee 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 Dahlonega, Georgia at a mutually acceptable date and time that will be arranged by the Purchasing Agent.**

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

The City of Dahlonega 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.

## **5.0 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, <https://dahlonega.gov/submit-a-bid-or-proposal/> **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.**

## **5.1 Agreement and Project Forms**

The agreement form shall be the owner's agreement form. The owner's payment, waiver of lien, and change order form(s) shall be used.

## **5.2 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.

## **5.3 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.

## **5.4 Conflict of Interest**

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

## **5.5 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.

## **5.6 Negotiations and Apparent Winner**

Prior to 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 period is advantageous to the City. Failure to resolve differences will lead to 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.

#### **5.7 Taxes**

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

#### **5.8 Compliance with Laws**

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

#### **5.9 Non-Collusive Bidding**

By submitting a response to this Request for Proposal, the proposer represents and warrants that such proposal 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 Proposer has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person or company to refrain from submitting and that the Proposer has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

#### **5.10 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 Dahlongega 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 Dahlongega 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.

**5.11 Condition of Materials**

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

**5.12 Rejection of Submissions/Cancellation of Proposals**

The City of Dahlonega reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposals, 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 proposals that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Request for Proposal at any time. The City will not be liable for any cost/losses incurred by the contractors throughout this process.

**5.13 Non-discrimination**

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

**5.14 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.

**5.15 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 proposal.
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.**

#### **5.16 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.

#### **5.17 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 proposal.

#### **5.18 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.

#### **5.19 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 Agent for review and approval.

#### **5.20 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.

### **5.21 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:

1. A drug-free workplace will be provided for the contractor's employees during performance of the contract.
2. Each contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
3. As 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. The 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.

### **5.22 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 proposal or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

### **5.23 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.

### **5.24 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).

### **5.25 Documents Deemed Part of Contract**

Unless otherwise modified by the contract, the City of Dahlonega's Request for Proposal issued January 23<sup>rd</sup>, 2023, and any addendums issued thereto, 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.

### **5.26 Open Records**

All materials submitted in connection with this Request for Proposal will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America, and the open records policies of the City of Dahlonega. All such materials shall remain the property of the City of Dahlonega and will not be returned to the respondent.

**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**PROPOSER'S TECHNICAL CHECKLIST AND PROPOSAL SUBMITTAL PACKET  
(Include this form in Volume I – Qualifications Proposal)**

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

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

**DO NOT INCLUDE PRICING INFORMATION IN THIS VOLUME**

- Proposers Qualification Sheet
- Part 1- Project Approach
- Part 2- Experience on Similar Projects
- Part 3- Qualifications and Abilities for Professional Personnel Projects
- Part 4- Client References for Similar Projects
- Part 5- Brief Sales Demo (to be scheduled at a later time if needed)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**PROPOSER'S QUALIFICATION SHEET**

All references must include information for whom your company has completed work similar to the Scope of Work in this Proposal. Attach additional page if necessary.

Company Name: _____
1. Company: _____
Street Address: _____
City, State, & Zip: _____
Contact Person: _____ Title: _____
Phone: _____ Email: _____
Describe Scope of Work and dates of project and service: _____
_____
2. Company: _____
Street Address: _____
City, State, & Zip: _____
Contact Person: _____ Title: _____
Phone: _____ Email: _____
Describe Scope of Work and dates of project and service: _____
_____
3. Company: _____
Street Address: _____
City, State, & Zip: _____
Contact Person: _____ Title: _____
Phone: _____ Email: _____
Describe Scope of Work and dates of project and service: _____
_____

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**PROPOSER'S FINANCIAL CHECKLIST AND PROPOSAL SUBMITTAL PACKET  
(Include this form in Volume II – Cost Proposal)**

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
- Addenda Acknowledgement
- SAVE Affidavit
- E-Verify Affidavit
- Completed W-9
- Proof of Insurance

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**PROPOSER'S INFORMATION FORM**

**Proposer Information**  
(Type or Print)

**Billing Contact and Mailing Address**  
(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Billing Contact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Billing Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Billing Email Address

Has your company ever been debarred from doing business with any federal, state, or local agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please state the agency name, dates, and reason for debarment.

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

**Name and Title of Person Authorized to Sign**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

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

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

The potential Contractor certifies the following by placing an "X" in all bank spaces.

\_\_\_\_\_ This proposal 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.

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

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**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**PRICE PROPOSAL**

**PRICE PROSAL MUST BE SENT IN A SEPARATE SEALED ENVELOPE**

I have read and understand the requirement of this Request for Proposal for **DESIGN, EQUIPMENT,  
AND INSTALLATION OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

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

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**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**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 proposal submitted by any proposer violating this provision.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**ADDENDA ACKNOWLEDGEMENT FORM**

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

The proposer has examined and carefully studied the Request for Proposal 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. Proposers 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.*

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**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**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) \_\_\_\_ I 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 provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1 (e)(1), with this affidavit. Some examples of secure and verifiable document: driver's license, passport, military identification.**

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**DESIGN, EQUIPMENT, AND INSTALLATION  
OUTDOOR WIRELESS SOUND SYSTEM #2023-002**

**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). 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 Employer

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

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

Executed on \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_.  
(date) (city) (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Name and Title of Authorized Officer or Agent

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**