

REQUEST FOR PROPOSALS
RAISED CURB CHANNELIZING SYSTEM
RAILROAD QUIET ZONES
CITY OF POWDER SPRINGS, GEORGIA
RFP # 24-006

A. INTRODUCTION

The City of Powder Springs, Georgia is seeking competitive sealed proposals from qualified firms for equipment and materials required for a raised curb channelizing system to create quiet zones at two railroad crossings.

Sealed proposals shall be received by no later than **12:00 noon EDT on Tuesday, July 9, 2024**, at the City of Powder Springs Police Dept., 1114 Richard Sailors Parkway, Powder Springs, Georgia, 30127, to the attention of Kelly Axt, City Clerk. Late submittals will not be accepted.

The deadline for submission of questions shall be **12:00 noon EDT on Monday, July 1, 2024**. All questions shall be submitted to the attention of Kelly Axt, City Clerk, at kaxt@CityofPowderSprings.org. Vendors shall submit an **original and three (3) copies** of the proposal along with an **electronic copy of the proposal**.

The City reserves the right to reject any or all proposals, and to waive any informality or technicality in bidding in order to purchase in the best interest of the City.

B. BACKGROUND

The City of Powder Springs is located in southwest Cobb County and is a member of the ten-county Atlanta Regional Commission. The city is located approximately twenty-two miles west of Atlanta and approximately twelve miles southwest of Marietta. Powder Springs encompasses approximately 4580 acres (approximately 7 square miles).

The City's population is currently estimated at 15,758, ranking it fifth among Cobb County's six municipalities. The citizenry is quite active and there has been a great emphasis on transparency in local government and easy access to public records.

C. SCOPE OF WORK

The raised curb longitudinal channelized systems will include materials needed to complete four continuing runs of 100 feet each. Each system will consist of three main components: an interlocking series of raised separator units, high target value markers, and reflecting profile elements. The manufacturer will provide a 100% Manufacturer's warranty for damage to the raised separator units, end units, anchoring system, and the reflecting units for the first two years against all normal vehicular roadway traffic, and the same pro-rated warranty averaging at least 70% of the replacement value for three additional years.

System components shall be free of defects in workmanship and materials for a period of two years from date of shipment and must have a minimum of ten years of road experience to ensure the safety of the motoring public. Systems shall be Federal Railroad Association approved as a supplemental safety measure for quiet zones.

Channelizer systems shall be Quick Kurb Channelized systems are approved alternate.

GENERAL CONDITIONS

1. The City of Powder Springs is a tax-exempt Municipal Corporation. No sales tax will be charged on any products or services.
2. All Proposers shall provide appropriate proof of a current and valid occupational license issued by an agency from within the State of Georgia or one of the contiguous United States.
3. Provided pricing form shall be used when submitting the cost proposal. The Proposer's name, address, telephone number and contact person are required. Proposers must fill in proposal prices and other information as indicated.
4. If a Proposer chooses to not submit a Proposal, it is requested that a "NO PROPOSAL" be submitted stating the reasons for the "no Proposal". For the City of Powder Springs purposes, it is important to know why Proposers chose not to submit this proposal.
5. The City of Powder Springs (the "City") reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive Bidder (or multiple Bidder) proposal's is higher or lower than The City's budgeted amount for the project. The City of Powder Springs, 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.

6. **Additional Work** - The City of Powder Springs reserves the right to add to the contract any future work, with the agreement of the contractor, at prices offered in this Proposal. This option will be enacted during the contract if it is in the best interest of the City, and with the agreement of the contractor ("Contractor").
7. **Indemnification** - Contractor shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subcontractors 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. Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Contractor. The City may review any disputes and the City's decision shall be final.
8. The awarded contractors shall comply with all local, state, and federal laws and the City of Powder Springs pertaining to all work and services provided.
9. **Termination for Default** - The City may on thirty (30) days written notice to the Contractor terminate the service contract, and without prejudice to any other remedy it may have, when the Contractor materially default 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 Contractor will include, but is not limited to, the following:
 - i. Failure by the selected firm to provide service in accordance with the specifications:
 - ii. Contractor fails to continually perform the service for three (3) consecutive business days during the term hereof for reasons other than a force majeure event.
 - iii. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the Contractor.
 - iv. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.
 - v. Contractor 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 Contractor of written notice of such breach or default.

10. **Termination for Convenience-** The City may terminate the contract, for convenience purposes, upon sixty (60) days written notice. Upon any termination of the contract, the Contractor 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 Contractor shall promptly discontinue the work. The city will pay the Contractor all monies owed for work completed.

D. INSURANCE REQUIREMENTS

The Contractor shall not commence work under the contract until it has obtained all the insurance required under this section and such insurance has been reviewed and approved by the City nor shall the Contractor allow any subcontractor, of any tier, to commence work on a subcontract until the applicable insurance has been obtained, reviewed, and approved by the City. **Note: No subcontractors will be permitted for this service.**

1. Statutory Workers' Compensation Insurance

The statutory limits as established by the General Assembly of the State of Georgia shall be met by Contractor and/or subcontractor. (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B Employer's minimum liability limits of:

Employers Liability: Bodily Injury by Accident -\$500,000 each accident, Bodily Injury by Disease - \$500,000 policy limit, Bodily Injury by Disease - \$500,000 each employee

Excess liability coverage may be used in combination with the base policy to obtain these limits.

2.. Commercial General Liability Insurance

The Contractor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on an "occurrence" basis ("Claims Made" coverage is not acceptable) insuring personal injury and property damage against the hazards of Premises and Operations, Products and Completed Operations, Independent Contractor's and Contractual Liability (specifically covering the indemnity) and have the minimum limits of liability listed. Excess

liability coverage may be used in combination with the base policy to obtain the following limits.

\$1,000,000 per Person, \$1,000,000 per Occurrence, \$1,000,000 per General Aggregate, \$1,000,000 per Products/Completed Operations and Aggregate

3. Automobile Liability Insurance

The Contractor shall procure and maintain a Business Automobile Liability Policy with liability limits of not less than \$500,000 per person and \$500,000 per occurrence or a policy with a Combined Single Limit of not less than \$1,000,000 covering any owned, non-owned, or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits. The form of coverage must be as follows and/or cover the following areas:

Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles, Additional Insured Endorsement, Contractual Liability

4. Umbrella Liability Insurance

Combined single Limit of Bodily Injury and Property Damage Liability. This policy shall be written on an Umbrella basis and shall follow the form of overages as described in the policies above, except Worker's Compensation policy. \$1,000,000 per Occurrence, \$1,000,000 per Annual Aggregate.

Upon award of bid, the successful contractor shall submit a Certificate of Insurance verifying the required overages.

E. PROPOSAL CONTENTS

To standardize responses and simplify the comparison and evaluation of responses, all proposals must be organized and submitted in the format listed below. Straightforward, precise, and clear language is preferred over many pages of details and specifications. The City of Powder Springs reserves the right to request further information, contact client references, and require interviews with any responding firm.

1. Authentication Letter

Include a cover letter signed by an official authorized to solicit business and enter into contracts that summarizes the proposer's interest in providing the service and demonstrates an understanding of the overall intent and requirements of the RFP.

The cover letter shall include the name, address, email address, and phone number of person (s) authorized to represent the organization.

2. Company Background

Provide information on company background to include the following:

- a. Company's local name, address, and phone number.
- b. Contact person, phone number, and e-mail address.
- c. Number of years in business.
- d. Size of organization (number of employees)

3. Relevant Experience

- a. Provide information on your firm's background and experience in providing raised curb channelized systems for railroad quiet zones.
- b. Provide a minimum of three (3) references, preferably in the state of Georgia, where your firm has provided raised curb channelized systems for quiet zones. Include contact person, e-mail address, and phone number.

4. Total Cost

Provide a fixed total cost for equipment and materials to complete all channelized systems, as indicated on the Pricing Form.

I. EVALUATION/AWARD CRITERIA

Proposals will be reviewed for responsiveness to this RFP by an Evaluation Committee and evaluated based on the following factors. Factors are listed in order of relative importance. After evaluations are completed, the proposals will be ranked, and the award made to the firm whose proposal has been determined to be most advantageous to the city. The committee's recommendation will be forwarded to City Council for final consideration and contract award.

1. Company Background
2. Relevant Experience
3. Total Cost

PRICE PROPOSAL FORM

RAISED CURB CHANNELIZING SYSTEMS

Total Cost

Provide total price including freight
for channelized systems as specified.

\$ _____

BIDDER INFORMATION

Company Name _____

Address _____

Company Representative _____

Authorized Signature _____