



City of Hampton

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Hampton, GA 30228

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www.hamptonga.gov

CITY OF HAMPTON

PURCHASING POLICIES



OBJECTIVE

The City of Hampton is funded by tax dollars. As such, the City's purchasing policies and procedures have been established to ensure that tax dollars are spent in the most economical way. The City uses competitive means for the purchase of all products and services whenever possible and believes in open, fair competition. The purchasing levels in this policy are subject to periodic review and may be changed with City Council approval based on inflation and other factors.

USE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Hampton, and confer no rights, duties or entitlements to any bidders or proposers.

SECTION I – DEFINITIONS

Capital Asset - Property, including durable goods, equipment, buildings, installations, and land valued at \$5,000 or more, and having a useful life greater than one year.

Capital Improvement Projects – Any project to build, alter, repair, maintain or replace necessary public buildings, streets and alleys, public parks and facilities, municipal utilities, sidewalks, highways, parks or public grounds. Capital Improvement Projects are included in the City's five-year capital improvement plan.

Capital Outlay – Expenditures which result in the acquisition of or addition to capital assets (\$5,000 or more).

Competitive Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project, including bidding the project to any and all interested Vendors.

Cost of Operations – Expenditures categorized as wages, benefits, supplies or contractual services; non-capital.

Emergency conditions - A situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and the City Manager.

Encumbrances – An amount of money committed by purchase order but not yet expended for the purchase of a specific good or service.

E-Verify- is a web-based system that allows the City and contractors to determine the eligibility of their newly hired employees to work in the United States.



Evaluation Committee: Shall consist of the City Manager, the Department Director, and at least two more Department Directors or Subject Matter Experts

Expenditures – Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.

Independent Contractor – any person having a contract with the City for specific work as defined in the contract’s scope of work.

Invitation to Bid – A bidding process requesting bids submitted based on specifications for certain work included in the invitation.

Over Budget Expenditures - Expenditures which have exceeded the total amount of budget by line item, department, or fund.

Professional Services – Those services within the scope of the practice of architecture, engineering, professional land surveying, industrial hygiene, legal counsel, financial advisers, accountants/auditors, business consultants, recruiters, lobbyists, and banks.

Purchase Order – A document which authorizes the delivery of specified merchandise or the rendering of services at an authorized cost.

Request for Proposals – An invitation for suppliers, companies, or individuals, through a competitive process, to submit a proposal on a specific commodity or service.

Request for Qualifications – An invitation for suppliers, companies, or individuals to identify and delineate their qualifications for a specific project.

Retainage – A portion or percentage of payments due for work completed on a contract that is held back until the entire job (or some lesser defined portion thereof) is completed satisfactorily.

SAVE- is the federal Systematic Alien Verification for Entitlement Program that is used to verify the eligibility of anyone applying to the City for a public benefit, which includes contracts.

Services – The furnishing of a contractor’s labor, time or effort not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term does not include professional services as previously defined.

Sole Source Purchase – is a procurement method that allows, under certain conditions, for procuring goods or services from a single source without soliciting bids from multiple sources.

Surplus Property – Materials and equipment which are no longer necessary to City operations, are obsolete, or are deemed excessively expensive to maintain.

Unbudgeted expenditures – Expenditures for which no funds have been budgeted.

Written Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project.



SECTION II – PURCHASING LEVELS

	< \$100.00	\$100.01 - \$2,499.99	\$2,500 - \$9,999.99	\$10,000 - \$24,999.99	\$25,000 - \$49,999.99	\$50,000 & > all purchases
Bid/ Proposals & Forms	No prior Purchase Order is necessary; bring receipt after purchase with Purchase Order	Purchase Order	1. Contract as appropriate 2. Purchase Order 3. Check Request 4. See Section III	1. Written Bid Process with a minimum of three (3) written bids/quotes/proposals 2. Contract as appropriate 3. Purchase Order 4. Check Request 5. See Section III	1. Competitive Bid Process 2. Contract approved by City Manager Purchase Order 3. Check Request 4. City Manager notifies City Council of expenditure approval.	1. Competitive Bid Process 2. Contract approved by the City Council 3. Purchase Order 4. Check Request
				City Council approval required if project not in the annual budget.		
Approvals	Department Director	Department Director	Department Director & Finance Director	Department Director & City Manager	Department Director & City Manager	Department Director, City Manager & City Council
Amendments & Change Orders			Increases greater than 5% or \$2,500 (excluding any contingency) require additional approval			

- ***All bids/quotes/proposals are public information and can subject to the provisions of the Georgia Open Records Act.***
- ***Retain all bids/quotes/proposals for a minimum of three years as required by retention schedule.***
- ***One original signed contract must be submitted to The City Clerk with the completed project file.***
- ***Projects and purchases shall not be divided in order to avoid higher approval level.***



SECTION III – PETTY CASH REQUISITIONS

A Purchase Order serves to inform the Finance Department of the need of the departments, correctly identifies a material or service requested for the department's operations and identifies the expenditure account number to which the purchase is to be charged.

PETTY CASH REQUISITIONS

The petty cash fund may be used to pay for small obligations which do not exceed \$50.00. Petty cash receipts are submitted to the Finance Department and will be honored only with appropriate departmental supervisor approval. Petty cash requisitions will be granted under the following circumstances:

- An employee is requesting a cash advance for expenditures relating to City business (sales receipt must be returned to the Finance Department within two business days);
- An employee is requesting a reimbursement for expenditures relating to City business (sales receipts must be attached to the requisition).

It is the responsibility of the employee using the petty cash fund to make all efforts to use the City's tax-exempt number and present it at the time of purchase. Sales tax on purchases will not be reimbursed.

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SECTION IV – PURCHASE ORDERS

Purchase Order shall be used to initiate the purchase of all materials or services. Purchase Orders will be granted under the following circumstances:

- The requesting department shall be responsible for ensuring budget availability, obtaining prices, designating Vendors, and preparing Purchase Order far enough in advance of the required date;
- All purchase orders must be approved by the Department Director and the Finance Director and, if over \$10,000, approved by the City Manager;
- A purchase order number must be obtained prior to placing orders with Vendors.

A standard purchase order is to be used for all purchases excluding the following areas. *Capital improvement projects cannot be exempt.*

EXEMPT ITEMS

- Council Approved Service Contracts;
- Debt Service;
- Grants, Contributions, and Intergovernmental Agreement Obligations;
- Insurance;
- Investment Transactions;
- Land Acquisition;
- Lease Payments;
- Maintenance and Support Licensing Agreements (associated with an approved contract);
- Payroll (checks, taxes, and deductions);
- Professional Services as defined; and
- Utilities

PURCHASE ORDER AMENDMENTS

The Finance Director has the authority to pay an invoice that exceeds the purchase order by less than 5% or \$2,500 (whichever is less).

When the actual expenditure exceeds the purchase order amount by 5% or \$2,500 (whichever is less).



SECTION V – BIDDING

Bidding procedures are used to provide Vendors the opportunity to bid, to elicit greater Vendor response, to meet City Charter and City Code requirements, to meet Georgia statutory requirements applicable to the City, and to promote competitive prices from Vendors for the purchase of capital equipment and other items of significant monetary value. Department Directors reserve the right to call for competitive bids without regard to amount. As used herein, “bidding” shall include requests for bids, requests for proposals, requests for qualifications, statements of qualifications, and/ or invitations to bid. The responsible Department Director shall determine when bidding procedures shall utilize a request for bids, request for proposals, request for qualifications, or invitation to bid, as appropriate.

All purchases of goods or acquisition of services above \$50,000 and all purchases of heavy equipment shall require competitive bidding procedures unless otherwise required by the City Charter, City Code or state statute applicable to the City. Exemptions to this policy are bids obtained through the specific processes listed below in “State and Other Allowed Bids” and “Sole Source Purchases.”

TYPES OF BIDS

INFORMAL BIDS/QUOTES/PROPOSALS FOR PROJECTS UNDER \$50,000

All purchases within the financial parameters of \$2,500 to \$50,000 shall require informal bidding procedures.

- For purchases between \$2,500 to \$9,999 the requesting department shall obtain and document a minimum of three (3) verbal quotations. If three (3) quotations are not obtained, valid justification must be provided with the Purchase Order and approved by the Department Director and Finance Director;
- For purchases between \$10,000 to \$50,000 the requesting department shall use a State contract or obtain and document a minimum of three (3) written quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the City Manager;
- Notwithstanding the above requirements, Department Directors or the City Manager may require a competitive bid process for any project regardless of the amount.

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STEPS TO COMPLETE AN INFORMAL BID/QUOTE/PROPOSAL: (unless otherwise stated, the responsibility for these steps falls on the requesting department)

- a) Develop specifications/information. Upon finalization of the specifications, prepare any documents required by the informal bid;
- b) Mail a copy of specifications to identified Vendors;
- c) Use the RFP process if Department Director determines it appropriate for the project;
- d) Post a copy of specifications/RFP to the City's official website www.hamptonga.gov and send to any other appropriate web sites;
- e) Evaluate the bid/proposal results and determine which bid/proposal serves the City's best interests;
- f) Use the City-approved Contract form (Appendix G);
- g) Submit the Purchase Order and quotes to the Finance Department. If the recommended Vendor has not submitted the low bid, ensure that there is adequate justification for the higher bid; and
- h) The Finance Department issues the Purchase Order.

COMPETITIVE BIDS FOR PROJECTS OVER \$50,000

"Competitive/formal bidding" includes invitations to bid, requests for proposals (RFP), requests for qualifications (RFQ), Invitation to Bid (ITB), and statements of qualifications (SOQ).

- All requests for competitive bids shall be published at least two (2) consecutive times, unless the project or service is for a construction project, then it must be published at least four (4) consecutive times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. Such notice may also be published in other publications of limited circulation or trade journals. In addition to publication, the formal bid must be posted on the City's web site at www.hamptonga.gov, and may be posted on other web sites.
- Notices, general instructions, conditions and specifications are not required to be published and may be mailed or emailed to identified Vendors and may be posted on the City's web site.



STEPS TO COMPLETE A COMPETITIVE BID: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

- a) Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;
- b) Prepare all bid documents required by the formal bid and public notice, if you have questions please contact Purchasing Department. All bid documents are subject to the provisions of the Georgia Open Records Act. Bid documents shall contain the following information:
 - Where the bidder can obtain bid documents;
 - Any costs of bid documents;
 - Bid submittal deadline;
 - Date, time and location of bid openings;
 - Any bond or insurance requirements;
 - Any special requirements;
 - A statement to the effect that the City reserves the right to reject any and all bids, and to accept the bid deemed to be the lowest cost and a reliable and responsible bidder;
 - General conditions;
 - Minimum specifications;
 - Bid proposal form;
 - Delivery date or completion date;
 - Period of bid validity; and
 - Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.
- c) Departments will be responsible for obtaining at least three (3) bids/proposals if available. If three (3) bids/proposals are not obtained, valid justification must be provided and approved by the City Manager;



- d) Conduct the public bid opening per the advertised bid opening date (if required). Any bids received after the specified time will be returned to the bidder. These bids may need to be opened in order to process a return of the bid;
- e) Evaluate the bid results and determine which bid serves the City's best interests. If the recommended Vendor has not submitted the low bid, provide justification for the higher bid;
- f) Reports:
If over \$50,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred Vendor and justification.
- g) Use City Attorney approved contracts and insurance and bond requirements;
- h) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;
- i) Obtain signatures on all contracts;
- j) Complete Purchase Order and forward to the Finance Department;
- k) The Finance Department issues a Purchase Order;

STEPS TO COMPLETE A REQUEST FOR PROPOSAL: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

- a) Develop project information, determine any special requirements, such as performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;
- b) Prepare the request for proposal. All documents are subject to the provisions of the Georgia Open Records Act. Request for Proposals shall contain the following information:
 - Where the bidder can obtain information;
 - Proposal submittal deadline;
 - Date, time and location of RFP openings (only a list of the proposals will be made available until such time as all proposals can be evaluated);
 - Any bond or insurance requirement;
 - Any special requirements;



- A statement to the effect that the City reserves the right to reject any and all proposals, and to accept the proposal deemed to be the lowest cost and a reliable and responsible proposal;
 - General conditions;
 - Minimum specifications;
 - Bid proposal form (if there is one);
 - Delivery date or completion date;
 - Period of bid validity; and
 - Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.
- c) Departments will be responsible for obtaining at least three (3) proposals if available. If three (3) proposals are not obtained, valid justification must be provided and approved by the City Manager.
- d) The RFP may be mailed or emailed to identified Vendors and shall be posted on the City's web site (www.cityofhamptonga.gov);
- e) Conduct the public RFP opening per the advertised opening date. Any proposals received after the specified time will be returned to the bidder. These proposals may need to be opened in order to process the return (only a list of the proposals will be made available until such time as all proposals can be evaluated);
- f) Evaluate the proposals and determine which proposal serves the City's best interests. If the recommended Vendor has not submitted the low bid, provide justification for the higher bid;
- g) Use City Attorney approved contracts and insurance and bond requirements;
- h) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;
- i) Obtain signatures on all contracts;
- j) Complete Purchase Order and forward to the City Clerk;
and
- k) The Finance Department issues a Purchase Order;



STEPS TO COMPLETE A REQUEST FOR QUALIFICATIONS: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department).

- a) Develop minimum qualifications for project. Upon finalization of the specifications, determine any special requirements the Vendor must have. See bonding and insurance requirements listed below;
- b) The RFQ may be mailed or emailed to identified Vendors and shall be posted on the City's web site (www.cityofhampton-ga.gov);
- c) Prepare the request for qualifications. All documents received in response to the RFQ become public information upon completion of the RFQ, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information;
- d) Once all RFQ's are evaluated and the list of qualified Vendors is determined, a bid request or RFP for the specific project can be prepared and the above steps shall be followed with those specific Vendors.

BONDING REQUIREMENT

Bonds shall be executed on forms prescribed or approved by the City Manager based on review by the City Attorney, as to form, and State of Georgia law. Normally, bonding should be used only on critical or complex purchasing actions. The City may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique City specifications, to be exempt from bonding requirements.

EXAMPLES OF BONDS

BID BONDS: The bid bond requirement may be satisfied by receipt of a certified bank check or an irrevocable letter of credit. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond shall be at least 10% of the Vendor's bid price if the bid is over \$150,000 and at least 5% of the Vendor's bid if under \$150,000.

PERFORMANCE BONDS: A performance bond, satisfactory to the City, may be required for any contract and will be used for all contracts for public buildings, works or improvements awarded in excess of \$50,000. The performance bond shall be in amount equal to one hundred percent (100%) of the price specified in



the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

PAYMENT BONDS: A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of \$50,000. The payment bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

INSURANCE REQUIREMENT

All contractors are required to provide certificates of insurance with the City named as additional insured, for the following insurance coverages and amounts (except as waived by the City Manager):

Comprehensive General Liability

\$1,000,000 each occurrence

\$2,000,000 general aggregate

Automobile Liability

\$150,000 combined single limit – bodily injury & property damage/per person

\$600,000 combined single limit – bodily injury & property damage/two or more persons in any one occurrence

\$50,000 auto physical damage

Workers' Compensation

Statutory limits

Employers' Liability Insurance

\$100,000/ each accident

\$500,000/ disease - policy limit

\$100,000/ disease - each employee

Professional Liability (for licensed professional services)

\$1,000,000 each occurrence

\$2,000,000 general aggregate



BIDDER LIST AND BID EVALUATION

A Bidder's List may be established and maintained by individual Departments in an effort to promote competitive bidding from qualified Vendors and to establish a source of supplier.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials bid;
- Bidder's past performance;
- Sufficiency of bidder's financial resources to fulfill the contract;
- Bidder's ability to provide future maintenance or service;
- Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing facilities, equipment or hardware);
- If a bid other than low bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the City.

ANNUAL CONTRACTS

All service contracts must specifically state the term of the contract and the options for renewing the contract (if applicable) beyond the original term. In no case shall any service contract have an indefinite term. Contracts should begin and end within the current fiscal year. It must also be expressly stated in any multi-year service contract—which is any contract with a term extending beyond the current fiscal year that all financial obligations of the City beyond the current fiscal year are subject to annual appropriation. Standard language for this purpose is as follows: "Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City."



SECTION VI – SOLE SOURCE PURCHASES, LOCAL VENDOR PURCHASES AND ETHICS

SOLE SOURCE PURCHASES

It is the policy of the City of Hampton to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one Vendor who can provide the good or service. These purchases should be used if it is in the best interest of the City, and the following procedures shall apply:

PURCHASE IN THE AMOUNT OF \$10,000 OR MORE

Bidding procedures may be waived by the City Manager when it has been demonstrated that the requested goods or services are a sole source purchase. If the sole source purchase is not approved, the department shall obtain additional bids or quotes in compliance with this Policy.

LOCAL VENDOR PREFERENCE

To encourage purchasing within the City of Hampton, it is the policy of the City of Hampton to recognize and solicit quotes/bids from local Vendors. Whenever such local sources exist and are competitive, purchases shall be made from local Vendors; however, all purchasing ordinances and policies as well as any other City award factors still apply. To be considered within this policy, local Vendors must have a current valid business registration or sales tax license on file with the City of Hampton.

As deemed appropriate solely within the discretion of the City, bids may be awarded to local Vendors providing the proposal or quote is within 5% or \$1000 (whichever is less) of the lowest bid. The next preference would be given to Henry County bidders, using the same criteria.

In an event where it may be prohibited as a condition of any grant, or violation of law, the local Vendor preference shall not be applied.

ETHICS IN CITY CONTRACTING

City officers, employees and public body members may not have an interest in a contract with the City, unless the interest is disclosed, and that person is recused from participating in the decision process. Further, city officers, employees or public body members with an interest in a contract may not attempt to influence any City employee or decision maker who has influence or decision-making power over the contract.



SECTION VII – PURCHASING DURING EMERGENCY OR DISASTER CONDITIONS

An emergency shall be defined as a situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director or City Manager. The required purchasing procedures stipulated in the Purchasing Levels Section and other areas of this policy shall be waived for emergency purchases. A summary of all emergency purchases shall be prepared by the Purchasing Department and submitted for review by Mayor and City Council at the earliest City Council meeting possible.

When the need for an emergency purchase occurs during normal working hours, the department will request approval from the City Manager or his designee. If approved, the City Manager shall give verbal approval of the transaction followed by written approval to the requesting department and to the Purchasing Department, which may be required to complete the transaction for the requesting department. The user department or Purchasing Department will note the emergency on the check request form, sales ticket or invoice.

During a partial or full activation of the Henry County Emergency Operations Center (EOC) that requires the presence of a City Clerk representative on site, the approval authority as set forth in the Purchasing Levels Section is hereby revised to read as follows:

- Department Director – Approval of emergency purchase up to \$50,000.
- Finance Director – Approval of emergency purchase up to \$100,000.
- City Manager – Approval of emergency purchase over \$100,000.

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SECTION VIII – RECEIVING PROCEDURES AND CHECK REQUESTS

RECEIVING PROCEDURES

- It shall be the responsibility of the receiving department/division to ensure that shipped goods are received as ordered and in good condition. Upon receipt of merchandise, check quantity, quality, and any specifications such as model number, etc. to ensure that the goods have been received as indicated on the packing slip and as ordered on the Purchase Order. Receiving documents (Packing Slip or Receipt of Goods Form – Appendix C) must be signed and dated by the employee receiving the goods;
- If the goods are faulty or damaged, notify the Vendor and Accounts Payable immediately. If damage is concealed or not noticed at time of delivery, retain all boxes and packing lists and notify Vendor immediately;
- All invoices shall be mailed by the Vendor directly to the attention of Accounts Payable, PO BOX 400, Hampton, GA 30228
- It shall be the responsibility of the receiving department/division to inform Accounts Payable of the delivery and acceptance of an order by submitting the receiving documents with the check request for payment.

SECTION IX – APPENDICES

APPENDIX A – Asset Disposal Form

APPENDIX B – Sample Request for Proposals

APPENDIX C– Sample Request for Qualifications

APPENDIX D – Sample Independent Contractor Agreement



REQUEST FOR PROPOSALS FOR

The City of Hampton is accepting proposals from qualified contractors (“contractor”) to _____ . Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal Format

- Five (5) copies of each proposal shall be submitted.
- The City of Hampton will receive proposals in response to this RFP until _____, “our clock” on _____. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name “_____”, and shall be addressed as follows:

City of Hampton
PO BOX 400
Hampton, GA 30228

- Interviews of applicants selected by City for interview – beginning the week of _____.
- Anticipate final selection approximately _____.
- Contract signed by City Council approximately _____.



REQUEST FOR PROPOSALS FOR _____

Section 1. Summary of Request

Purpose – The City of Hampton is accepting proposals from qualified contractors to _____ as defined in the scope of work. Questions regarding the proposal can be directed to:

**City Manager
City of Hampton
PO BOX 400
Hampton, GA 30228**

Section 2. Scope of Work

The Scope of Work shall include but is not limited to the following:

ADD SPECIFICATIONS

Section 3. Standard Terms and Conditions

When preparing a proposal for submission in response to this RFP, contractors should be aware of the following terms and conditions which have been established by the City of Hampton:

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Hampton reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.
- The City of Hampton reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.



- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.
- The City of Hampton assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
 - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Hampton.
 - The reputation, experience, and efficiency of the contractor.
 - The ability of the contractor to provide quality services within time and funding constraints.
 - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.
 - Other selection factors within this RFP or the City's purchasing policies, or that City determines are relevant to consideration of the best interests of the City.
- All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that all responses are subject to the provisions of the Georgia Open Records Act.
- Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is proposed to provide the services.
- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks.
- Provide references for your work.
- Provide the completed pre-contract certification and return with your proposal. Thank you, we look forward to reviewing your proposal.



City of Hampton Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

All contractors must comply with all applicable state and federal immigration laws, including E-Verify and SAVE.

Pre-Contract Certification in Compliance with O.C.G.A. § 13-10-90, et seq.

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in O.C.G.A. § 13-10-90, et seq., respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By:

Title:

Date

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City of Hampton

Request for Qualifications (RFQ)

**Issued
DATE**

DEPARTMENT
P. O. Box 400
Hampton, GA 30228
770-946-4306



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SCHEDULE OF EVENTS

<u>Event</u>	<u>Date(s)</u>
Request for Qualifications (RFQ) Released.....	DATE
Deadline for Requesting RFQ Clarification	DATE
Response to Requests for RFQ Clarification	DATE
Responses to RFQ due by TIME.....	DATE
Qualified Vendors Selected	DATE
Request for Proposals (RFP) Distributed to Qualified Vendors.....	DATE
Qualified Vendors Response to RFP due by 1:00 p.m. EST	DATE
Product Demonstrations	DATE
Negotiation & Clarification	DATE
Approval of Contract.....	DATE
Begin Implementation.....	DATE

The City of Hampton reserves the right to modify this schedule at its sole discretion if it deems necessary.

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INTRODUCTION & BACKGROUND

The City of Hampton, Georgia, hereinafter referred to as the City, seeks to prequalify firms to provide_____.

Add any other necessary and relevant information.

GENERAL INFORMATION & REQUIREMENTS

The first step in the City's Request for Proposal (RFP) process is this RFQ, which seeks to obtain information in order to prequalify Vendors for participation and consideration in subsequent steps of the RFP. In order to be considered for prequalification, the respondent to this RFQ must be the provider of_____.

From the issuance date of this RFQ until a Vendor(s) is selected and the selection is announced, Vendors are not allowed to communicate with any City of Hampton staff or officials regarding this procurement, except at the direction of the City Manager or_____, the designated representatives of the City of Hampton. Any unauthorized contact may disqualify the Vendor from further consideration.

Receipt of Proposals and Public Inspection

Upon receipt of qualifications, all marked trade secrets and company financial information will be removed from the responses and provided only to the evaluation committee members or persons participating in the contracting process. All remaining qualification materials will be available for public inspection after the final award process.

Claims to Keep Information Confidential

All responses to this RFQ become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the Vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the Vendor to object and to pursue any legal actions pursuant to Georgia law. A Vendor shall notify the City within 24 hours of notification by City of request for disclosure of the Vendor's objections to disclosure and the Vendor's intent to pursue lawful protection under Georgia law.

Initial Classification

All qualifications will be initially classified as being responsive or non-responsive based upon the requirements in Section 3.2. If a response is found to be non-responsive, it will not be considered further.



Evaluation

All responsive qualifications will be evaluated based on stated evaluation criteria. Submitted qualifications must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the City's RFQ document.

Discussion/Negotiation

Although Vendors may be prequalified without discussion, the City may initiate discussions with one or more Vendors should clarification be necessary. Vendors should be prepared to send qualified personnel to Hampton, to discuss technical and contractual aspects of their proposal.

Prequalification

Prequalification will be made to the Vendors whose responsive qualifications are determined to best meet the evaluation criteria and therefore the most advantageous to the City. The City may prequalify as many Vendors as it feels serves its best interest.

Late Submissions

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Preparing a Response

This RFQ contains the instructions governing the qualifications to be submitted and a description of the mandatory requirements. To be eligible for consideration, a Vendor must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the City's evaluation committee. Responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

Vendors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFQ.

Vendors requiring clarification or interpretation of any section or sections contained in this RFQ shall make a written request to the City by the deadline. All written correspondence must be addressed to:

City of Hampton
RFQ _____

P. O. Box 400
Hampton, GA 30228

or

Email address here



Each Vendor submitting written questions must clearly address each question by reference to a specific section, page, and item of this RFQ. **A written answer will be provided to all questions received by TIME AND DATE.** Written questions received after the deadline may not be considered. Any interpretation, correction, or change to this RFQ will be made by written addendum by _____. Interpretations, corrections, or changes to this RFQ made in any other manner will not be binding and Vendors shall not rely upon such interpretations, corrections, or changes.

Vendors must organize qualifications into sections following the format of this RFQ.

If no exception, explanation, or clarification is required in the Vendor's response to a specific subsection, the Vendor shall indicate so in the point-by-point response with the following:

"(Vendor's Name)", understands and will comply.

Points may be subtracted for non-compliance with specified qualification format requests. The City may also choose to not evaluate, may deem non-responsive, or may disqualify from further consideration any qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

A Vendor responding to a question with a response similar to, "Refer to our literature..." or "Please see [www.....com](#)" may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to the City in the RFQ response and not just referenced. Any references in an answer to another location in the RFQ materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question.

Submitting Qualifications

Vendors must submit one (1) original and four (4) copies to:

City of Hampton
_____RFQ
P. O. Box 400
Hampton, GA 30228

Qualifications must be received at the City of Hampton prior to TIME AND DATE. Qualifications received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

Each Vendor who submits qualifications represents that:

- The qualifications are based upon an understanding of the specifications and requirements described in this RFQ.
- Costs for developing and delivering responses to this RFQ and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their qualifications.



- All materials submitted in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the Vendor resulting from this RFP process.
- An individual authorized to legally bind the business submitting the qualifications must sign the qualifications in ink.

Rights Reserved

While the City has every intention to award a contract as a result of the RFP, issuance of the RFP in no way constitutes a commitment by the City to award a contract. Upon a determination such actions would be in its best interests, the City in its sole discretion, and for whatever reason it deems reasonable, reserves the right to:

- waive any formality;
- cancel, terminate or abandon this RFQ or the RFP;
- reject any or all qualifications received in response to this document;
- waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any qualifications;
- not award, or if awarded, terminate any contract if the City determines adequate funds are not available.

Vendor Interview / Product Demonstration

After receipt of all qualifications and prior to the release of the next step in the RFP process, respondents may be required to make an oral presentation and product demonstration at the City Hall in Hampton, Georgia, to clarify their response or to further define their qualifications. Oral presentations and product demonstrations, if requested, shall be at the Vendor's expense.

Contract Provisions and Terms

This RFQ and any addenda, the Vendor's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract.

PROJECT SCOPE

ADD SPECIFICATIONS

VENDOR QUALIFICATIONS

The City may make such investigations as deemed necessary to determine the ability of the Vendor to supply the products and perform the services specified. The City reserves the right to reject any qualifications if the evidence submitted by, or investigation of, the Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the project.

ADD SPECIFICATIONS



EVALUATION CRITERIA

Evaluation Procedure

The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration. The evaluation committee will then evaluate the remaining proposals and determine which Vendors prequalify. Only prequalified Vendors will be allowed to participate in subsequent steps of this RFP process.

Evaluation Criteria

The evaluation committee will review and evaluate the qualifications received according to the following criteria:

- Quality and relevance of references;
- Proven ability to deliver products in the scope of project;
- Financial stability;
- Training;
- Support;
- Other criteria within this RFQ or the City’s purchasing policies, or that the City determines are relevant to consideration of the best interests of the City.

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APPENDIX G: SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF HAMPTON AND _____ FOR _____ SERVICES

1.0 PARTIES

The parties to this Agreement are the **City of Hampton**, Georgia, a municipal corporation, hereinafter referred to as the “City”, and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], hereinafter referred to as the “Contractor”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing _____ services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit B. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.



- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.
- 4.3 Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates _____ as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by and such person's designees.
- 5.2 The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be _____, 20__ to _____, 20 , unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence upon execution of this Agreement by the City and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not



relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Georgia and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Hampton, its officers and its employees, as additional insureds, with primary coverage as respects the City of Hampton, its officers and its employees, and shall contain a severability of interests' provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Hampton under this contract.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests' provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.



- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

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9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.

10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.

10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.



- 10.9.** Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.3 As provided in O.C.G.A § 36-60-13, the City Manager is designated by the City, and consented to by the Contractor, as the agent authorized to terminate this contract. It is agreed that termination may be done by the City Manager in writing to Contractor without further action on the part of City Council.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.



15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be construed and enforced in accordance with the provisions of Georgia law and the codes, resolutions and ordinances related to the services covered herein. If there is a lawsuit with respect to the Agreement or any aspect thereof, the Contractor agrees upon the City's request to submit to the jurisdiction of the courts of Henry County, Georgia.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; and further including E-Verify and SAVE for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Contractor shall timely submit all forms and affidavits necessary to comply with E-Verify and SAVE.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.



19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national or overnight carrier, addressed to the party for whom it is intended at the following address:

If to the City:

City of Hampton
Attn: City Manager
P. O. Box 400
Hampton, Georgia 30228
Telephone: (770) 946-4306

If to the Contractor:

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

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In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF HAMPTON,
a Georgia home rule municipal corporation

By: _____
Steve Hutchison, Mayor

Attest: _____
Melissa Brooks, City Clerk

Date: _____

CONTRACTOR:

By: _____
Title: _____
Date: _____



Exhibit A – Scope of Services

See Following Page(s)]

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Preparation Checklist for Completion of Sample Independent Contractor Agreement

NOTE: This Checklist Page is for the City's internal use only and should not be included as part of the final contract

Title Block:

- Insert Contactor Name
- Insert Type of Services

First Paragraph:

- Insert Contractor Name
- If Contractor is an entity, insert state of organization and entity type

Section 5:

- Insert name of City project manager in two places in Section 5.1
- Insert name of Contractor project manager in two places in Section 5.2

Section 6:

- Insert dates for term of Agreement; the commencement date generally should not be prior to the date the City intends to sign the Agreement

Section 19:

- Insert contact information for Contractor

Signature Page:

- Complete signature block for Contactor

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Exhibit A:

- Add the Scope of Services; ensure the Scope of Services accurately, clearly and specifically lists all of the work to be completed by the Contractor.
- Ensure Exhibit A includes timeframes for completion of the Services. If the Services include several tasks with several completion deadlines, ensure all deadlines are included in Exhibit A.
- Ensure Exhibit A includes the not-to-exceed contract price; also, if the Services are compensated on an hourly, per-task or per-unit basis, ensure Exhibit A sets for the agreed upon rates, task or unit pricing.

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RESOLUTION NO. 14-10

RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF HAMPTON PURCHASING POLICIES; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Hampton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City's Charter authorizes the City to appropriate and expend City funds for any purpose authorized by law; and

WHEREAS, the City desires to enact a uniform procedure for expending the City's funds to ensure the most prudent and efficient use of taxpayer dollars;

NOW THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS WERE ADOPTED:

1. **Adoption of Purchasing Policies.** The City Council hereby adopts the City of Hampton Purchasing Policies as the official purchasing policy for the City of Hampton and all departments therein in the form attached hereto as Exhibit "A" and incorporated herein by reference.


2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

3. **Repeal of Conflicting Provisions.** All City resolutions and ordinances are hereby repealed to the extent they are inconsistent with this Resolution.

4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 20th day of October, 2014.

THE CITY OF HAMPTON, GEORGIA

By: 
Steve Hutchison, Mayor

Attest:

 (SEAL)

Kim Drinkall, City Clerk