



**VETERANS SIDEWALK PROJECT**  
**BID #4210-2016-01    OPENING: 10:00 A.M., MARCH 14, 2016**

**BID SUBMITTAL CHECKLIST**

**Important Instructions:**

- I. One unbound original and two bound copies of the bid are required to be submitted marked with the bid number, opening time and date on the outside of a sealed envelope and must be typewritten or printed in ink.
  
- II. All documents below must be included when you submit your bid package **in the order as listed below**. Failure to submit any of items marked below with an asterisk (\*) shall cause rejection of the Bid and shall not be considered a minor irregularity.

**DOCUMENTATION DESCRIPTION**

- \* Solicitation Form (page 1 of this document)
- \* Addenda (if applicable)
- \* Any Requested Documents in Bid Specifications
- \* W-9 Form

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## SECTION I – GENERAL OVERVIEW

### A. PURPOSE

The Baldwin County Board of Commissioners is accepting bids to

### B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

#### 1. Bids Submission

- a. These instructions will bind Bidders to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.
- b. The Submittal Checklist must be reviewed and the Bidder is to comply with the order of the submittal of documents.
- c. Two (2) **bound complete copies and one (1) clearly marked “Original” of the bid documents must be submitted typewritten or printed in ink. All bids must be filled out legibly with all changes or corrections must be initialed by the person signing the bid. The bid must be manually signed.**
- d. The person, firm or corporation submitting the bid must submit it in a sealed envelope/parcel on or before the date and time stated in this document. The name of the Bidder must be shown in the upper left corner of the bid envelope and the words “BID Response” in the lower left corner.  
**The envelope shall be mailed or delivered to:**

**BALDWIN COUNTY BOARD OF COMMISSIONERS  
121 N WILKINSON ST., STE 314  
MILLEDGEVILLE, GA 31061  
BID # 4210-2016-01  
VETERANS SIDEWALK PROJECT 2016  
Opening: 10:00 AM, MARCH 14, 2016**

- e. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Baldwin County Board of Commissioners Office. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked “late bid” and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.
- f. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.
- g. If descriptive literature is attached to the bid, your firm’s name must be on all sheets submitted.

- h. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions and requirements of the bid.
- i. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this bid documents and provide a completed W9 form to be submitted with the bid.
- j. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form is in accordance with the conditions, terms and specifications of the bid and that any exception taken thereto may disqualify the bid.
- k. Bids shall be made on the enclosed form if a form is provided.
- l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

## **2. Preparation of Bids**

- a. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.
- b. Unit price must be shown on the Bid Cost Submittal Form in this document. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Bidder’s request and expense if items are not destroyed by testing.
- e. Full identification of each item bid upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is

proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by Baldwin County.

### **3. Clarification and Communication to County Concerning Bid**

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. Although Baldwin County will take reasonable steps to ensure that known perspective Bidders have all applicable addenda, **it is the ultimate responsibility of the Bidder to ensure that they have all applicable addenda prior to the bid/bid submission. Therefore, we encourage all Bidders to frequently review the County's web site: [www.baldwincountygga.com](http://www.baldwincountygga.com). All addenda forms must be signed and submitted with the bid.** Failure to respond to any addenda or requests for clarification, even after the bid opening, may result in a non-responsive bid.
- b. The successful firm's bid and all addenda will become a part of the agreement resulting from this document.
- c. Bidders seeking an award of a Baldwin County contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions.

### **4. Pre-Bid Conference**

The Pre-Bid Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Schedule of Events" of this bid. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

### **5. Rejection and Withdrawal of Bids**

- a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight hour period.
- b. The County will make a recommendation of the bid/bid to the Board of Commissioners within 60 days from date of the opening.

- c. The County may reject all or part of the bid/bid within 60 days of bid opening.

## 6. Bid and Contract Documents

- a. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.  
**Corporation:** If the Bidder is a corporation, the Corporate Certificate (Attachment A) must be completed. This certificate must be executed under the corporate seal by a duly authorized officer of the corporation. If the Bidder is a corporation, the bid must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.  
**Partnership:** If the Bidder is a partnership, all partners must sign the bid with a letter of a partnership certification statement (Attachment A) on company letterhead that they are all the partners. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.
- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term – The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.

## 7. Exceptions and Omissions

If exceptions are taken to any portion of these specifications, such exception must accompany the bid and must be in writing. If any feature normally included in a complete job of this nature is omitted from these specifications, it too must be so stated in writing and be included with the bid.

## 8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the Bidder may make notes to those areas, but may not materially alter any document language.

## 9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the bid to the Baldwin County Board of Commissioners, or any work performed in connection therewith is the

responsibility of the vendor(s).

**10. Codes, Permits, Fees, Licenses and Law**

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a bid to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the bid, must be signed by the contractor, and will become part of the contract.

**11. Safety**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

**12. Design, Standards and Practices**

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

**13. Statement of Warranty**

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty in regards to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any

exclusion(s) must be clearly stated.

**14. Non-collusion**

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**15. Nondiscrimination**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

**16. Drug Free Workplace Certification**

By signing the Supply Service Contract form, 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 undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:  
“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.
- c. 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.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
  - (1) The Contractor has made false certification hereinabove; or
  - (2) The Contractor has violated such certification by failure to carry out the

requirements of the Official Code of Georgia Section 50-24-3.

**17. Georgia Security and Immigration Compliance Act**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Henry County and the successful Contractor.

**18. Systematic Alien Verification for Entitlements (SAVE) Program**

Since a contract has been deemed a “public benefit,” the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government has to run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

**19. Delivery and F.O.B. Destination**

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Baldwin County, Georgia, unless otherwise requested. The Bidder shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, Bidder shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The Bidder shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

**20. Discounts**

Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

**21. County’s Tax Exemption**

Baldwin County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Baldwin County. Exemption certificates furnished upon request.

## 22. Award of Contract

- a. Baldwin County desires to complete the award process in a timely manner. Baldwin County reserves the right to reject or accept any or all bid/bids, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the County with price and other factors considered. Baldwin County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible or highest scored Bidder(s), if awarded. The results will be available on the County's web site: [www.baldwincountyga.com](http://www.baldwincountyga.com).
- b. Baldwin County reserves the right to reject any bid if the evidence submitted by or investigation of, the Bidder fails to satisfy the County that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.

**Responsibility** - The determination of the Bidder's responsibility will be made by the County based on whether the Bidder meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
  - Has adequate personnel and equipment to perform the work expeditiously
  - Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
  - The ability of Bidder to provide future maintenance and service for the use of the contract under consideration.
  - Has adequate financial means to meet obligations incidental to the work.
  - Such other factors as appear to be pertinent to either the bid or the contract.

**Responsiveness** - The determination of the Bidder's responsiveness will be made by the County based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, excisions, special conditions, or alternatives bids for any item unless specifically requested in the bid solicitation.

- c. Baldwin County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Baldwin County. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the bid. The total of the awarded contract shall not exceed the available funds allocated for the bid project.

### **23. Local Vendor Privilege**

- a. There is established in Baldwin County, a local vendor privilege. Bids or bids awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or bids received from local vendors will be given preference if such bid or bid is responsive and within seven (7) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.
- b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
  1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Baldwin County; and
  2. The business or supplier must have a current occupational tax certificate; and
  3. The business or supplier must have paid all real and personal taxes owed the county; and
  4. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- c. This policy shall not apply to any bid or bid for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

### **24. County Direction of Project Site and Monitoring of Work**

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Baldwin County. The Contractor shall provide and make available an appointee to Baldwin County for project coordination and supervision of Bidder installation personnel. Coordination consist of meeting with the Baldwin County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be

removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.

- d. No one except authorized employees of the Contractor is allowed on the premises of Baldwin County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by Baldwin County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor during the course of performing such work is to be kept strictly confidential.

## **25. Indemnification**

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Baldwin County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Baldwin County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

## **26. Controlling Law, Venue**

Any dispute arising as a result of this bid and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Baldwin County, Georgia. This Agreement shall be governed by the applicable laws of the County of Baldwin and the State of Georgia. Any dispute arising out of the agreement, this bid solicitation, its interpretations, or its performance shall be litigated only in the County of Baldwin Judicial Courts.

## **27. Contractor as Independent Contractor**

In conducting its business hereunder, Contractor acts as an independent contractor and

not as an employee or agent of County. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

**28. Assignment**

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Baldwin County.

**29. Performance of Contract**

- a. Baldwin County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

**30. Default and Termination**

**a. Termination by Contractor**

The agreement resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

**b. Termination by County**

The agreement resulting from this bid shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms,

covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.

- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved bid specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its bid submission that the County's decision is final and valid.

c. **Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. **Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

**31. Invoices**

Invoices and/or statements should not be faxed but originals must be mailed directly to:

Baldwin County Board of Commissioners  
121 N Wilkinson St., Ste 314  
Milledgeville, GA 31061

The following information must appear on all invoices submitted:

- Name and address of successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- Baldwin County's Purchase Order Number and Bid Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

**32. Payment**

Payment shall be tendered to the successful Bidder upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

**BALDWIN COUNTY RESERVES THE RIGHT TO RETAIN TEN PERCENT (10 %) OF THE PROJECT COST UNTIL FINAL INSPECTION AND ACCEPTANCE OF THE WORK IS PERFORMED BY COUNTY.**

## **SECTION II - SPECIFICATIONS**

### **A. DISCRIPTION PLANS-PDF FORM OF PLANS AVAILABLE ON BALDWIN COUNTY WEBSITE**

**SEE ATTACHED (1-10 PAGES)**

## **SECTION II - SPECIFICATIONS**

### **B. GENERAL CONDITIONS-PDF FORM**

**SEE ATTACHED (1-11 PAGES)**

**SECTION II -  
C. BID TABULATION FORM**

<u>Description:</u>	<u>Quantity:</u>	<u>Unit Price:</u>	<u>Total:</u>
Demolition and removal of concrete:	<u>2,236 SF</u>	_____	_____
Demolition and removal of asphalt:	<u>982 SF</u>	_____	_____
Demolition and removal of concrete curb:	<u>285 LF</u>	_____	_____
Installation of 4" thick/4ft wide concrete sidewalk, to include grading, compacting and backfilling:	<u>2,904 SF</u>	_____	_____
Installation of 6" thick/4 ft wide concrete sidewalk, to include grading, compacting and backfilling:	<u>1,016 SF</u>	_____	_____
Installation of 6" thick valley gutter Per GaDOT Detail A2, to include grading, compacting and backfilling:	<u>1,033 SF</u>	_____	_____
Installation of new 6" thick driveway, to include grading, compacting and backfilling:	<u>1,196 SF</u>	_____	_____
Installation of GaDOT detail A3/A4 ramp and truncated dome surface to include grading, compacting and backfilling:	<u>14 ea</u>	_____	_____
Installation of GaDOT detail T-11A crosswalk:	<u>6 ea</u>	_____	_____
Installation of new concrete curb and gutter:	<u>50 LF</u>	_____	_____
Grassing and Mulching:	<u>1,500 SF</u>	_____	_____
Silt fence:	<u>735 LF</u>	_____	_____
<b>TOTAL BASE BID:</b>	_____	_____	_____

## **SECTION II - SPECIFICATIONS:**

### **D. INSURANCE REQUIREMENTS**

#### **CONTRACTORS INSURANCE:**

Said project shall be constructed and maintained at the sole risk of the Contractor and the Contractor agrees, without regard to negligence on the part of the Owners to save the Owners, and to hold the Owners harmless from and against all claims, damages, expense and liability (whether or not such liability has been judicially determined) for loss of life, personal injury or damage to property, resulting from or in any manner attributable to the construction, maintenance, use, operation or presence of the project, or to the presence of the equipment or employees of Contractor, on the Owners' property.

The Contractor shall carry Workmen's Compensation Insurance and shall have all subcontractors carry Workmen's Compensation Insurance and shall carry Comprehensive Liability Insurance covering all operations and vehicles.

The Contractor shall submit certificates of insurance showing minimum coverage as follows:

- (1) Workmen's Compensation - As required by State Law
- (2) Comprehensive General Liability
  - (a) Each Person \$ 500,000
  - (b) Each Occurrence 1,000,000
- (3) Vehicle Liability
  - (a) Each Person 300,000
  - (b) Each Occurrence 500,000
- (4) Property Damage Insurance 200,000

**ATTACHMENT A**

**CORPORATE CERTIFICATE**

**Corporations**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ (title) of the Corporation named as Contractor in the forgoing Bid; that \_\_\_\_\_, who signed said Bid on behalf of the Contractor of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

(Corporate Seal must be affixed above)

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**Partnership or other entities:**

I, \_\_\_\_\_, certify that I am authorized to sign to commit \_\_\_\_\_ named a Contractor in the foregoing Bid. That said company is formed under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

(NOTE: It is necessary to attach to the bid submittal, a letter on company letterhead and dated on or after the date of this certificate stating that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact).

**ATTACHMENT B**

**BID AUTHORIZATION AFFIDAVIT**

STATE OF GEORGIA  
COUNTY OF BALDWIN

BEFORE ME, the undersigned authority a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by \_\_\_\_\_ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

_____	_____
(Company)	(Signature)
_____	_____
(Address)	(Printed Name)
_____	_____
(City, State, Zip)	(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 2012

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

(Seal)  
(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

**ATTACHMENT C**  
**NON-CONFLICT OF INTEREST**

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

\_\_\_\_\_ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Baldwin County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Address: \_\_\_\_\_

**ATTACHMENT D**

**BIDDER'S QUALIFICATION SHEET**

**Page 1 of 2**

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

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

1. Number of years experience Bidder has providing products/services as per specifications. \_\_\_\_\_
2. Name and address of government agencies/companies in the past five (5) years that you have provided products/services as per specifications. Indicate date/year of contracts and person to contact for reference. Bidder must complete all information below.
3. Number of employees specifically hired by Bidder to provide product(s) and/or services as specified in this document. Supervisory \_\_\_\_\_ Laborers \_\_\_\_\_ Other \_\_\_\_\_
4. Please list four (4) references of current customers who can verify the quality of service your firm provides. The County prefers customers of similar size and scope of work to this bid.

**REFERENCE ONE**

Government/Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contract Period \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contract Period \_\_\_\_\_ Scope of Work \_\_\_\_\_

**BIDDER'S QUALIFICATION SHEET**  
**Page 2 of 2**

**REFERENCE THREE**

Government/Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contract Period \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE FOUR**

Government/Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contract Period \_\_\_\_\_ Scope of Work \_\_\_\_\_

Information of Person who prepared this form:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT F**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT  
AFFIDAVIT AND AGREEMENT**

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 the Baldwin County Board of Commissioners 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/ E-Verify User Identification Number

\_\_\_\_\_  
Date of Authorization

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

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

Executed on \_\_\_\_\_, \_\_\_\_, 2012 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

**ATTACHMENT G**

**SAVE AFFIDAVIT**

*REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT*

STATE OF GEORGIA  
BALDWIN COUNTY

By executing this affidavit under oath, as an applicant for a Baldwin County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with Baldwin County:

\_\_\_\_\_  
*[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]*

As a representative of: \_\_\_\_\_  
*(Name of the business, corporation, partnership, or other private entity)*

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

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.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Applicant: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

\***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Alien Registration number for non-citizens: \* \_\_\_\_\_

**ATTACHMENT H**

**SUPPLY/ SERVICE CONTRACT**

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<b>BID NUMBER</b> #4210-2016-01	<b>COMMODITY</b> VETERANS SIDEWALK PROJECT	<b>BID CLOSING DATE/TIME</b> MARCH 14, 2016/ 10:00 AM
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<b>ISSUE DATE</b> / / 2016	<b>DEPARTMENT</b> PUBLIC WORKS	<b>CONTRACT ADMINISTRATOR</b> BRIAN WOOD
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It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Baldwin County Board of Commissioners, Baldwin County, Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Baldwin County, Georgia.

It is understood and agreed that we have read the County's specifications shown or referenced herein and this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such County specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications.

NAME AND ADDRESS OF FIRM: _____ _____ _____	Telephone No.: _____ Fax No.: _____ E-mail: _____ Federal Identification No.: _____ State of Georgia Reg. No. _____ <span style="display: block; text-align: right; font-size: small;">(If applicable)</span>
--	--

CHECK ONE:    INDIVIDUAL \_\_\_\_\_    PARTNERSHIP \_\_\_\_\_    CORPORATION \_\_\_\_\_  
State in which incorporated \_\_\_\_\_

(Vendor) Legally Authorized Signature	Date	(Impress Corporate Seal Here)
Print Name and Title		

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**ACCEPTANCE AGREEMENT – Baldwin County, Georgia**                      (This is not an order)

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CONTRACT NUMBER: \_\_\_\_\_    DATE: \_\_\_\_\_

Accepted as to Items (s) Indicated: \_\_\_\_\_

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Chairman, Board of Commissioners	Date
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