



Baldwin County Board of Commissioners
 121 N Wilkinson St, Ste 314, Milledgeville, GA 31061
 Phone: 478-445-4791 Fax: 478-445-1135
sarp@baldwincountyga.com

Sherri Arp

 Sherri Arp, Purchasing Manager

INVITATION TO BID

Sealed Envelope shall be marked with the following information:
PUBLIC WORKS RESURFACING PROJECTS
BID #18-4210-01 OPENING: 10:00 A.M., APRIL 16, 2018

SCHEDULE OF EVENTS FOR BID # 18-4210-01	
Mandatory Pre-Bid Conference and site visit has been scheduled at 10:00 A.M. on APRIL 10, 2018 at Baldwin County Board of Commissioners Office, 121 N. Wilkinson St., Ste 319, Milledgeville, GA 31061.	10:00 A.M. APRIL 10, 2018
Deadline for requests for clarifications and questions. These requests must be emailed to: bwood@baldwincountyga.com	3:00 P.M. APRIL 11, 2018
Clarifications, modifications and/or answers will be posted on the Baldwin County's website: www.baldwincountyga.com	3:00 PM APRIL 12, 2018
Sealed bids will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Baldwin County Board of Commissioners, 121 N Wilkinson St, Ste 314, Milledgeville, GA 31061.	10:00 A.M. APRIL 16, 2018
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE: ZIP:	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:

BID SUBMITTAL CHECKLIST

Important Instructions:

- I. One unbound original and one 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

PUBLIC WORKS RESURFACING PROJECTS
BID #18-4210-01 OPENING: 10:00 A.M., APRIL 16, 2018

TABLE OF CONTENTS		Page
SECTION I – GENERAL OVERVIEW		
A	PURPOSE-ADVERTISEMENT FOR BIDS	4
B	GENERAL INSTRUCTIONS	5-14
SECTION II – SPECIFICATIONS		
SPECIFICATIONS: EXHIBITS		15
A	BID TABULATION SHEET (4 PAGES)	
B	SPECIAL PROVISIONS FOR BALDWIN COUNTY MAINTENANCE CONTRACTS (1 PAGE)	
C	SECTION 402 - HOT MIX RECYCLED ASPHALTIC CONCRETE	
D	SECTION 413 - BITUMINOUS TACK COAT	
E	SECTION 652 - PAINT TRAFFIC STRIPE	
F	SECTION 653 - THERMOPLASTIC TRAFFIC STRIPE	
G	SECTION 611 – RELAYING, RECONSTRUCTING, OR ADJUSTING TO GRADE OF MISCELLANEOUS ROADWAY STRUCTURES	
ALL SECTIONS CAN BE LOCATED AT		
www.dot.ga.gov/PartnerSmart/Business/Forms/DOT%202001.pdf		
SECTION III – ATTACHMENTS/FORMS		
A	CONTRACTORS LICENSE	16
B	CONTRACTORS INSURANCE REQUIREMENTS	17-18
C	CORPORATE CERTIFICATE	19
D	BID AUTHORIZATION AFFIDAVIT	20
E	NON-CONFLICT OF INTEREST	21
F	BIDDERS QUALIFICATION SHEET	22-23
G	EXCEPTIONS TO SPECIFICATIONS SHEET	24
H	GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT AND AGREEMENT	25
I	SAVE AFFIDAVIT	26
J	PROPOSAL	27-28
K	CONTRACT	29

SECTION I – GENERAL OVERVIEW

A. PURPOSE

ADVERTISEMENT BID NOTICE FOR BALDWIN COUNTY 2018 LMIG ROAD RESURFACING

Sealed bids, for furnishing all materials, labor, tools, equipment and appurtenances necessary for the improvement and rehabilitation of various road surfaces in Baldwin County will be received at the Baldwin County Courthouse, 121 N. Wilkinson St. Suite 314, Georgia, until 10:00 a.m., local time, on April 16, 2018, and then at said office publicly opened and read aloud. No bid may be withdrawn after the closing time for the receipt of bids for a period of ninety (90) calendar days.

The work to be done consists of furnishing all materials and equipment and performing all labor necessary to rehabilitate, resurface and restripe approximately 5.66 miles of roads and all incidental work required.

Plans, specifications and contract documents will be on file at the purchasing office, 121 N. Wilkinson St in the Baldwin County Courthouse, Milledgeville, Georgia and available for download on Baldwin County website:
www.baldwincountyga.com

A mandatory pre-bid conference will be held on Tuesday, April 10, 2018 at 10:00 A.M at the Baldwin County Courthouse, 121 N. Wilkinson St., Suite 314, Milledgeville, GA 31061.

The successful bidder shall commence work with an adequate force and equipment on a date specified by Baldwin County and complete the work within the time specified under respective contract documents.

Owner's Right: Contracts shall be awarded to the lowest responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the lowest responsible and responsive bidder exceeds funds budgeted for one or both contracts, respective governmental entity may negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. Baldwin County reserves the right to reject any or all bids, to waive informalities.

Baldwin County
Sherri M. Arp
Purchasing Manager

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. One (1) **bound complete copy 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 # 18-4210-01

PUBLIC WORKS RESURFACING PROJECTS

Opening: 10:00 AM, April 16, 2018

- 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.baldwincountyga.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 Director.

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 to the Purchasing Department: sarp@baldwincountyga.com

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 C) 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 C) 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/or the Contractor's warranty in regards to **LABOR WILL BE 5 YEARS** workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

Avant Ave (FROM Forte Drive TO Dead End): Length 920 ft, Width 12 ft (1226 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:	UNIT PRICE:	LINE ITEM TOTAL:
Overlay	402-3100	102	TONS	9.5 mm recycled asphalt superpave @ 165 lbs/sy		
Bitum Tack Coat	413-1000	50	GAL	0.04 Gal/Sy		
Striping	653-1704	10	L. FOOT	Thermoplastic Solid Traffic Stripe, 24 in White		
TOTAL:						
Additional Comments: County will do patching						

Ivey Drive (FROM Frank Bone Road TO Allen Memorial Drive): Length 6230 ft, Width 22 ft (15228 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:	UNIT PRICE:	LINE ITEM TOTAL:
Overlay	402-3100	1256	TONS	9.5 mm recycled asphalt superpave @ 165 lbs/sy		
Patching	402-1802	200	TONS	Recycled asphalt incl bitum matl and H lime		
Bitum Tack Coat	413-1000	609	GAL	0.04 Gal/Sy		
Striping	652-2501	2.36	L. MILE	Solid Traffic Stripe, 5 in White		
Striping	652-2502	2.36	L. MILE	Solid Traffic Stripe, 5 in Yellow		
Striping	653-1704	20	L. FOOT	Thermoplastic Solid Traffic Stripe, 24 in White		
Water Valve	611-8140	1	EA	Adjust Valve Box to Grade		
TOTAL:						
Additional Comments:						

Wolverine Street (FROM Thomas Street TO Swint Ave): Length 2640 ft, Width 20 ft (5866 sy)

TREATMENT:	ITEM #:	QUANTITY:	UNITS:	NOTES:	UNIT PRICE:	LINE ITEM TOTAL:
Overlay	402-3100	484	TONS	9.5 mm recycled asphalt superpave @ 135 lbs/sy		
Patching	402-1802	125	TONS	Recycled asphalt incl bitum matl and H lime		
Leveling	402-1812	103	TONS	Recycled asphalt incl bitum matl and H lime @ 35 lbs/sy		
Bitum Tack Coat	413-1000	236	GAL	0.04 Gal/Sy		
Striping	653-1704	60	L. FOOT	Thermoplastic Solid Traffic Stripe, 24 in White		
Water Valve	611-8140	7	EA	Adjust Valve Box to Grade		
Manhole	611-8050	10	EA	Adjust Manhole Frame to Grade		
TOTAL:						
Additional Comments:						

Page 1 Total:	
Page 2 Total:	
Page 3 Total:	
Grand Total:	

SECTION II
EXHIBIT B

SPECIAL PROVISIONS FOR BALDWIN COUNTY ROAD MAINTENANCE CONTRACTS

BID DATE _____

TRAFFIC CONTROL

The contractor is responsible for controlling traffic during the entire project.

At a minimum, a traffic regulator (flagger) will be required at each end of the work zone to control approaching traffic. In addition, a flagger will be required at all side roads within the work zone which intersect the roadway to be resurfaced. All flaggers within the work zone shall be wearing high visibility safety clothing.

All flaggers within the work zone shall be equipped with a two-way radio and have the ability to communicate with all other flaggers within the zone with this two-way radio.

Signing for construction shall also be included in the Unit Price bid. At a minimum signing for each location/work zone shall meet the requirements of the FHWA Manual on Uniform Traffic Control Devices, Part 6.

Exhibit B

Initials: _____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT A

CONTRACTOR'S LICENSE CERTIFICATIONS

CONTRACTORS'S NAME: _____

CONTRACTOR'S LICENSE NUMBER: _____

UTILITY CONTRATOR'S LICENSE NUMBER: _____

EXPIRATION DATE OF LICENSE: _____

I certify that the above information is true and correct and that the classification noted is applicable.

Signed _____

Printed _____

Date: _____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT B

INSURANCE REQUIREMENTS

CONTRACTOR INSURANCE REQUIREMENTS

Contractor's Insurance Provisions: During the life of the contract and for such additional time as may be required, the contractor will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage at not less than the prescribed minimum limits of liability, covering the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Certificate of Insurance: Before starting work, the contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will be cancelled, non renewed, or materially changes by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to:

**BALDWIN COUNTY BD OF COMMISSIONERS
121 N WILKINSON ST., STE 314
MILLEDGEVILLE, GA 31061**

Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

The acceptance of delivery by the owner of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If the contractor fails to maintain the insurance as set forth here, the owner will have the right, but not the obligation, to purchase said insurance at the contractor's expense. Alternately, the contractor's failure to maintain the required insurance may result in termination of this contract at owner's option.

Insurance Primary: All coverage required of the contractor will be primary over any insurance or self-insurance program carried by the owner.

No Reduction or Limit of Obligation: By requiring insurance, the owner does not represent that coverage and limits will necessarily be adequate to protect the contractor. Insurance affected or procured by the contractor will not be reduce or limit the contractor's contractual obligation to indemnify and defend the owner for claims or suits which result from or are connected with the performance of this contract.

Duration of Coverage: All required coverage will be maintained without interruption during the entire term of this contract and following final acceptance of the property by the owner.

Subcontractors's Insurance: The contractor will cause each sub-contractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Insurance Limits and Coverage: To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Service Office (ISO) policies, forms, and endorsements.

If the contractor has any self-insured retentions, or deductible under any of the following minimum required coverages, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible will be the contractor's sole responsibility.

Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits and coverages:

Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 general aggregate with dedicated limits per project site
 \$2,000,000 products and completed operations aggregate

Worker's Compensation: The contractor will maintain workers' compensation and employer's liability insurance.

Minimum limits: Workers' compensation – statutory limit
 Employer's liability:
 \$1,000,000 bodily injury for each accident
 \$1,000,000 bodily injury by disease for each employee
 \$1,000,000 bodily injury disease aggregate

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT C

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)

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).

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT D

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 _____ 2018

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT E

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: _____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT F

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. Each bidder is required that 2 of the (4) references must be on prior **Asphalt Overlay Projects**. 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 _____

SECTION III – ATTACHMENTS/FORMS
ATTACHMENT F

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 _____

[Redacted Section]

Information of Person who prepared this form:

Printed Name

Title

Signature

Date

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT H

**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 _____, ____, 2018 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 _____, 2018.

NOTARY PUBLIC

My Commission Expires:

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT I

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: * _____

SECTION III – ATTACHMENTS/FORMS

ATTACHMENT J

PROPOSAL

Baldwin County Georgia
2018 Public Works Resurfacing Projects

Place: Baldwin County Courthouse, Milledgeville, Georgia

Date: MONDAY, APRIL 16, 2018

Time: 10:00 am

Proposal of _____ (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of _____ a partnership, or an individual doing business as _____.

To: Baldwin County Board of Commissioners
Baldwin County Courthouse, Suite 314
Milledgeville, Georgia (hereinafter called "Owners")

Ladies and/or Gentlemen,

The bidder, in compliance with your invitation for Bids and having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

The bidder agrees to commence work on or **JUNE 1, 2018** and to fully complete the work by _____, 2018 as stipulated in the specifications.

The bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day beyond the completion date.

Bidder assumes the responsibility to download all addenda published on the Baldwin County website prior to submittal of his Bid, and accepts that failure to acknowledge receipt of each and every addendum individually as grounds for finding the Bid non-responsive. Bidder hereby acknowledges receipt of the following addenda:

The unit and lump sum prices shown shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.

The bidder understands that the Owners reserve the right to reject any or all bids and to waive any informalities in the bidding.

The bidder understands the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided in the specifications.

The bidder understands that the Owner reserves the right to reduce this project by as much as 25% through the reduction of line item quantities. This option may be exercised to bring the project cost within the Owner's budget.

The bidder hereby agrees to commence work under this contract with adequate forces and equipment on the date specified and to fully complete the work by the date specified.

The bidder further agrees that, in case of failure on his part to execute the contract agreement and bonds within fifteen (15) days after notification of award of the contract, the Bid Bond or Certified Check accompanying his bond and the monies payable thereon, shall be paid into the funds of the owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the Bidder according to the general provisions.

Attached hereto is a bid bond or certified check _____ for the sum of _____ Dollars (\$ _____) according to the conditions of the general provisions.

Bidder

Seal (if bid is by Corp)

By

Title

