

BID NOTICE
BALDWIN COUNTY ANNUAL SERVICE CONTRACT FOR
PATCHING VARIOUS COUNTY ROADS

Sealed bids, for materials, labor, tools, equipment and appurtenances necessary to provide an annual service contract for the patching of various road surfaces in unincorporated 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 Monday, July 29, 2019, 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 No bid may be withdrawn after the closing time for the receipt of bids for a period of ninety (90) calendar days.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 patch various 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

The successful bidder shall commence work with an adequate force and equipment on a date specified by County respectively 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

Legal Ad - 4 times
Run 6/28, 7/5, 7/12, 7/19

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 _____ 2017

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 _____

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 _____, ____, 2017 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 _____, 2017.

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: * _____