

Purchasing Department

116 West Jefferson Street

Thomasville, Georgia 31799

229-225-4100



February 6, 2020

Invitation to Bid

You are invited to submit a sealed bid for providing Irrigation work for the Thomas County Board of Commissioners. Attached are the general conditions, standard instructions, bid specification, and bid form. Variation from the given specifications should be noted on the bid form with an explanation of said variation(s) attached. Bids are to be marked with bidder's name and address and labeled: **Bid for "Ranges at Oakfield - Irrigation"** and mailed or delivered to the following address no later than 2:00 p.m.; local time, Tuesday, February 25, 2020.

Deadline for receiving bids:	<u>02/25/2020</u> (date)	<u>2:00 p.m.</u> (time)
Bid opening:	<u>02/25/2020</u> (date)	<u>2:00 p.m.</u> (time)
Committee Review:	<u>03/03/2020</u> (date)	<u>8:30 a.m.</u> (time)
Tentative Award Date:	<u>03/10/2020</u> (date)	<u>9:00 a.m.</u> (time)

Address all bids to:

THOMAS COUNTY BOARD OF COMMISSIONERS

Bid for: "Ranges at Oakfield - Irrigation"

ATTN: PURCHASING DEPARTMENT

P.O. Box 920

116 West Jefferson Street

Thomasville, Georgia 31799

Any inquiries concerning this bid should be made to Alicia Wiese, Purchasing Agent, at the above location or at (229) 225-4100. Alicia.wiese@thomascountyga.gov.

**UPON RECEIPT OF THIS INVITATION
PLEASE CALL OR E-MAIL CONFIRMATION OF RECEIPT**

GENERAL CONDITIONS

No bids received after said time or at any place other than the time and place stated in the notice will be considered.

WITHDRAWAL OF BID:

A bidder may withdraw his bid before the expiration of the time during which bids may be submitted without prejudice to the bidder, by submitting a written request of withdrawal to the Thomas County Board of Commissioners, Purchasing Department.

REJECTION OF BID:

Thomas County may reject any and all bids, and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Thomas County. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Thomas County will be the sole judge which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of Thomas County that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected, The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not fraudulent or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a fraudulent bid, or any other person, firm or corporation to refrain from bidding and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:

By submitting a bid, the bidder represents and warrants that neither a Commissioner nor Chairman of Thomas County has, in any manner, an interest, directly or indirectly in the bid or in the contract that may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS TO BIDDERS

1. The written specifications contained in this bid will not be changed or superseded except by written addendum from Thomas County. Failure to comply with the written specifications for this bid may result in disqualification by Thomas County.
2. All goods and materials will be F.O.B. Thomas County Board of Commissioners – **Ranges at Oakfield, 245 County Farm Road, Thomasville, Georgia, in Thomas County** and no freight or postage charges will be paid by Thomas County unless such charges are included in the bid price.
3. All bids must be sealed, received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place without consideration, regardless of the postmark. Thomas County accepts no responsibility for mail delivery.
4. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid package to Thomas County, the first page of your bid package should be the Bid Form listing price, delivery, etc. unless the bid form is requested to be in a separate sealed envelope.
5. No bids received after said time or at any place other than the time and place stated in the notice will be considered.
6. Thomas County may reject any and all bids, and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Thomas County. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Thomas County will be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation of the various bidders.
7. Telephone bids will not be accepted.
8. No sales tax will be charged on any orders. Thomas County is exempt as outlined by Georgia State Law.
9. Bidders will state delivery time after receiving order. (if applicable)
10. Unless otherwise stated, all bids submitted will be valid and may not be withdrawn for a period of 180 days from the due date of the bid.
11. Tabulations will be electronically sent to each bidder after Board approval. Results of the bids will not be available orally.
12. All responses **must** be submitted on the provided bid format. Exception from this format will not be accepted. Any offeror who believes that the bid format is unclear shall submit all questions upon receipt.

Insurance/Bonding:

A. EVIDENCE OF INSURANCE:

Prior to execution of the contract, the Contractor shall file, with the Owner, evidences of insurance from the insurer, certifying to the coverage of the insurance required herein. The evidences of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer, and shall certify the names of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date. The evidences shall include the agreement of the insurer to give, by registered mail, notice to the Owner and at least 30 calendar days prior to the effective date of cancellation, lapse, or material change in the policy.

B. CERTIFICATE OF INSURANCE:

This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of the contract with the respect to which this certificate is issued, the insurance afforded by the policies described herein is subject to the terms, exclusions and conditions of such policies.

C. CANCELLATION OF INSURANCE:

If the insurance is canceled, the Contractor shall deliver to the Owner new policies of insurance and the receipts for payment of premiums thereon. Should the Contractor neglect to obtain and maintain in force such insurance, and deliver such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance. The Contractor hereby appoints the owner his true and lawful attorney, to do the things necessary for this purpose. Money expended by the Owner under the provisions of this paragraph for insurance premiums shall be charged to the Contractor. Failure of the Owner to obtain such insurance shall in no way relieve the Contractor of his responsibilities under this contract.

D. PUBLIC LIABILITY:

1. Successful bidder will be required to furnish a certificate of liability insurance in an amount not less than (\$1,000,000.00) one million dollars per occurrence to protect the county throughout the life of the contract against "all risks". Coverage to include but not be limited to general liability; comprehensive form, premises/operations, underground explosion and collapse, products / completed operations, contractual, independent contractors, broad form property damage, personal injury, and automobile liability. Worker's compensation and employer's liability are to be statutory amounts. Certificate must be furnished within (10) ten calendar days of a "notice of award" being issued.

2. Liability insurance shall indemnify the Contractor and his subcontractors against loss from liability, imposed by law, upon or assume under contract by the Contractor or his subcontractors, for damages on account of such bodily injury and property damage. The insurance shall also indemnify the Contractor and his subcontractors against losses related to completed operations and products. The insurance shall be provided by a comprehensive, broad form occurrence property damage liability policy written by licensed underwriters. The policies shall cover operations, owned and no owned vehicles and equipment, contractors' protective coverage blanket, contractual liability, and completed operations liability. The

liability insurance shall not exclude explosion, collapse, underground excavation, or removal of lateral support and shall include cross liability. The Owner, the Construction Manager, the design engineer, and their officers, principals, agents, subcontractors, and employees shall be named as additionally insured on the liability policies.

3. WORKERS COMPENSATION INSURANCE:

Contractor and the subcontractors shall cover or insure under applicable laws relating to workers compensation or employer's liability insurance, their employees, working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under the law. The contractor shall defend, protect, save harmless the Owner from and against claims, suits and actions arising from failure of the Contractor or the subcontractors to maintain such insurance.

4. BID SECURITY:

a. BID BOND: Bids must be accompanied by a bid security of not less than (10%) ten percent of the total amount of the bid. The guarantee may be in the form of a cashier's check, certified check, bank draft, or an irrevocable letter of credit made payable to Thomas County Commissioners, or a bid bond issued by a surety company licensed to issue such bonds in the State of Georgia. The guarantee shall insure the execution of the contract document and the furnishing of a payment bond and a performance bond. Upon the county naming a successful bidder, all other bid bonds will be returned at that time.

b. PAYMENT AND PERFORMANCE BONDS: The bid security of the successful bidder will be retained until such bidder has executed the contract documents, furnished the required contract security and met the other conditions of the "Notice of Award", whereupon the bid security will be returned. Bonds must be submitted within (15) fifteen calendar days after being furnished a "Notice of Award". All bonds must be written on a surety company licensed to do business in Georgia. If the successful bidder fails to execute and deliver the contract documents and furnish the required contract security within (15) fifteen calendar days after the notice of award, owner may annul the "Notice of Award" and bid security of that bidder will be forfeited. The bid security of the bidders whom owner believes to have a reasonable chance of receiving the award may be retained by owner until the earlier of seven days after the effective date of the agreement or 61 days after the bid opening, whereupon bid security furnished by such bidders will be returned. **Thomas County will accept an irrevocable bank letter of credit in lieu of the Payment and Performance bonding requirement.**

c. SUBCONTRACTORS TO THE GENERAL CONTRACTOR: In addition, any subcontractor must provide (100%) one hundred percent payment and performance bonds to the successful contractor when the value of the subcontract to the successful bidder is (\$20,000.00) twenty thousand dollars or more. A copy of the subcontractor bonds issued to the contractor must be provided to the county before the subcontractor is allowed to do any work. Upon receipt of payment and performance bonds, successful bidder's bid bond will be returned. All bonds must be written on a surety company licensed to do business in Georgia. Retainage will be

held in compliance with Georgia Law. **Thomas County will accept an irrevocable bank letter of credit in lieu of the Payment and Performance bonding requirement.**

d. RETAINAGE: Retainage will be held in compliance with Georgia Law. Thomas County normally holds (10%) ten percent retainage throughout the entire project and will release retainage at the point of final completion and final acceptance by the County.

THOMAS COUNTY BOARD OF COMMISSIONERS
THOMASVILLE, GEORGIA

PROJECT INFORMATION
Irrigation RFP #2019-1214-17

PROJECT SCOPE: Provide and install Irrigation work in accordance with the Project Manual Plans for the following site drawings: Irrigation.

Scope of work:

Irrigation: Contractor responsible for all labor and materials. Water for system will be supplied from a 5HP deep well system. Owner will warranty water at source. Will be a minimum of 55 gallons per minute at 40 PSI. Contractor is responsible for a single line of rotors down both sides of driveway to be spaced no more than 35 feet apart. The remainder of the ground shown on plan (shaded blue in hash) should be covered 100% with overlapping coverage. The trap and sket fields are the only area where the water can overlap sidewalks. The automated clock will be placed inside the storage building where a 110-volt receptacle will be located. The clock will be a Hunter name brand clock. All valve boxes will be located by owner's representative with a GPS system and the contractor will supply a as-built of system prior to final payment. Contractor is responsible for backflows that are to be installed on system. All sleeves have been provided by owner.

NAME OF PROPOSED CONTRACTOR: _____

Proposed Price: The proposal will be awarded in whole not in part. The cost breakdown is for internal tracking purposes only.

Funding #	Description	Quantity	Price
1214-031	Rifle Pavilion	+ - 4480 sq. ft.	
1214-032	Pistol Pavilion	+ - 3520 sq. ft.	
1214-035	Office & Classroom	+ - 1346 sq. ft.	
1214-043	Five Stand Pavilion	+ - 1431 sq. ft.	
1214-033	3 High/Low Houses	+ - 294 sq. ft.	
1214-045	Storage Building	+ - 1350 sq. ft.	
1214-033	Trap & Skeet Waiting Pavilion	+ - 320 sq. ft.	
Total Proposed Price			\$

Offerors are required to honor their proposals for 60 days after the proposals are opened.

It is agreed by the undersigned bidder that the signature and submission of this bid represent the bidder's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Company Name: _____

Address: _____ City/State/Zip: _____

Contact person: _____ Title: _____

Telephone Number: _____ Fax Number: _____ E-Mail: _____

Signed: (sign manually, in ink): _____

Name Printed: _____ Title: _____ Date: _____

THOMAS COUNTY, GA



CONTRACTOR AFFIDAVIT AND AGREEMENT

BY EXECUTING THIS AFFIDAVIT, THE UNDERSIGNED CONTRACTOR VERIFIES ITS COMPLIANCE WITH O.C.G.A. 13-10-19, STATING AFFIRMATIVELY THAT THE INDIVIDUAL, FIRM, OR CORPORATION WHICH IS CONTRACTING WITH THOMAS COUNTY HAS REGISTERED WITH AND IS PARTICIPATING IN A FEDERAL WORK AUTHORIZATION PROGRAM* [ANY OF THE ELECTRONIC VERIFICATION OF WORK AUTHORIZATION PROGRAMS OPERATED BY THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO VERIFY INFORMATION OF NEWLY HIRED EMPLOYEES, PURSUANT TO THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) P.L. 99-603), IN ACCORDANCE WITH THE APPLICABILITY PROVISIONS AND DEADLINES ESTABLISHED IN O.C.G.A. 13-10-91

THE UNDERSIGNED FURTHER AGREES THAT, SHOULD IT EMPLOY OR CONTRACT WITH ANY SUBCONTRACTOR(S) IN CONNECTION WITH THE PHYSICAL PERFORMANCE OF SERVICES PURSUANT TO THIS CONTRACT WITH THOMAS COUNTY, GA; CONTRACTOR WILL SECURE FROM SUCH CONTRACTOR(S) SIMILAR VERIFICATION OF COMPLIANCE WITH O.C.G.A. 13-10-91 ON THE SUBCONTRACTOR AFFIDAVIT PROVIDED IN RULE 300-10-01-.08 OR A SUBSTANTIALLY SIMILAR FORM. CONTRACTOR FURTHER AGREES TO MAINTAIN RECORDS OF SUCH COMPLIANCE AND PROVIDE A COPY OF EACH SUCH VERIFICATION TO THOMAS COUNTY COMMISSIONERS' OFFICE AT THE TIME THE SUBCONTRACTOR(S) IS RETAINED TO PROVIDE THE SERVICE.

E-VERIFY USER IDENTIFICATION NUMBER

AUTHORIZATION DATE

JOB DESCRIPTION IRRIGATION – RANGES AT OAKFIELD

LEGAL NAME OF BUSINESS _____

BY: AUTHORIZED OFFICER OR AGENT

DATE

TITLE OF AUTHORIZED OFFICE OR AGENT

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____ 20__

NOTARY PUBLIC
MY COMMISSION EXPIRES:

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 DFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____ (seal)

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____
whose address is _____ and it is also that:

1. The provisions of Section 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; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date _____