



Jackson County Board of Commissioners

67 Athens Street
Jefferson, Georgia 30549
Phone: (706) 367-6309
Fax: (706) 708-2505
Email: myarbrough@jacksoncountygov.com

INVITATION TO BID

October 16, 2020

Bid Number: 200025

Bid Name: Wood Debris Grinding, 100 Landfill Dr., Jefferson, GA, Jackson County

The Jackson County Board of Commissioners is soliciting bids for Wood Debris Grinding. Specifications, terms and conditions are contained herein.

BID DUE DATE/TIME: Thursday, November 19, 2020 at 10:00 AM EST

RETURN BID VIA: Sealed bid, mail, or deliver to:

Jackson County Board of Commissioners
Attn: Finance Department – Bid # 200025, Wood Debris Grinding
67 Athens Street
Jefferson, GA 30549

PUBLIC BID OPENING DATE/TIME: Thursday, November 19, 2020 at 10:00 AM EST

LOCATION: 67 Athens Street, Jefferson, GA 30549

DEADLINE FOR QUESTIONS: Thursday, November 5, 2020 at 5:00 PM EST

MANDATORY SITE VISIT: All Bidders must visit the site and inspect the material to be handled, prior to submitting their bid, by a deadline date of day, November 5, 2020 at 3:00 PM. Bidders must check in with either Lucy Miller or Tom Page, at the site, contact information 706-387-6419 or 706-387-6422. Bidders who do not visit will not be considered for the job award.

Direct all questions concerning this bid to:

Myrna Yarbrough
Purchasing Manager

(706) 367-6309
myarbrough@jacksoncountygov.com

INSTRUCTION TO BIDDERS:

Bidders must acknowledge, in writing, receipt of any issued addenda. Signed contract sheet and pricing sheet must be submitted as part of this bid. A completed Immigration and Security affidavit must also be returned with the bid package.

1. GENERAL INFORMATION FOR BIDDERS:

A. From the issue date of this Invitation to Bid (ITB) until an award has been announced, vendors shall not communicate with any Jackson County elected official or employee, with the exception of the name stated above or the Purchasing Manager, concerning this ITB or any information herein.

B. Whenever the terms "shall", "must", "will", or "is required" are used in the ITB, the item being referred to is a mandatory requirement of this ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.

C. All amendments and or addendums will be posted on the Jackson County Purchasing Information website at www.jacksoncountygov.com and at www.vendorregistry.com . It is the bidder's responsibility to check either site on a regular basis. The Board will not be responsible for any information not viewed by bidders.

2. QUOTATIONS

A. The Board of Commissioners reserves the right to:

- (1) waive formalities and technicalities in any quotation;
- (2) reject any and/or all quotations when in the Board's judgment, it will be in the best interest of the County;
- (3) award this bid to the vendor who in the Board's opinion is most responsive and responsible and will perform in the best interest of the County.

4. PAYMENT: The Jackson County Board of Commissioners shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by BOC personnel and receipt of invoice. Payment may be made by check or by ACH.

5. FACILITIES AND EQUIPMENT: The bidder shall be responsible for the protection of the Jackson County Government's premises and property, and will be held liable for any damages caused by the bidder, bidder's employee(s) or bidder's agent(s) during the execution of this bid, resultant purchase orders or contracts.

6. INTERPRETATION: If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents, submit a request for interpretation to the

Purchasing Manager at (706) 367-6309. All such interpretations will be posted on the Jackson County Purchasing Information web page.

7. INDEMNIFICATION:

A. The bidder does hereby indemnify and shall hold harmless the Jackson County Government, it's Board members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as "Indemnified Party") against all claims, demands, causes of actions, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder's performance or failure to perform this agreement, including but not limited to:

- (1). All injuries or death to persons or damage to property, including theft.
- (2). Bidder's failure to perform all obligations owed to the bidder's employees including any claim the bidder's employees might have or make for privilege, compensation or benefits under any BOC benefit plan.
- (3). any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

B. The bidder's obligation to indemnify any Indemnified Party will survive the expiration or termination of this agreement by either party for any reason.

8. TERM OF CONTRACT: By submitting a bid in response to this ITB, the bidder is agreeing to guarantee bid prices for ninety days. The term may be extended for a period of six months upon agreement of both parties. During the term of this agreement, the vendor agrees to allow all other government agencies within the State of Georgia to piggyback off of this bid and obtain all parts and services at the same pricing.

9. BID RECAP:

- A. A bid summary is available upon request from responding bidders and will be posted on the Jackson County website.
- B. A bid summary is available to all other requesters at no charge if requested within thirty days of bid award.
- C. After thirty days of bid award, bid documents are available under the Georgia Open Records Act. A written request must be made to the Jackson County Board of Commissioners.

OTHER: The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract. The Jackson County Purchasing Ordinance governs the bid and award of this contract and may be found at <http://www.jacksoncountygov.com/334/Jackson-County-Bid-Information>

INSURANCE: Successful bidder will be required to provide evidence of insurance, including Worker's Compensation in compliance with Georgia State Law, company equipment insurance and \$1,000,000 Comprehensive General Liability insurance. Jackson County is to be named as an additional insured and a 30 day notice of cancellation or non-renewal is required. Contractor agrees to indemnify and save harmless Jackson County and their representatives.

SPECIFICATIONS:

This bid package is for work for the "Grinding of brush, trees, stumps, pallets and any other woody biomass debris stockpiled at the Jackson County Transfer Station located off Curtis Spence Drive at 100 Landfill Drive, Jefferson, Georgia 30549."

Bidder will be responsible for providing all equipment, supplies and labor to adequately and safely handle, the grinding of material stockpiled.

Bidders are required to submit their bid on a "Cost per Day" basis and a "Cost per Month" basis. Mobilization of equipment and supplies should be included in the daily and monthly rate.

Monthly rate = \$ _____

Hourly rate = \$ _____

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE/EMAIL _____

SIGNATURE _____

Illegal Immigration Reform and Enforcement Act of 2011
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

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 Jackson 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 and 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:

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

NAME OF CONTRACTOR

Name of Project

Jackson County Board of Commissioners
Name of Public Employer

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

Executed on _____, _____, 20__ 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 _____, 20____

Notary Public

My Commission Expires: _____

SAMPLE CONTRACT

This Agreement made and entered into this ____ Day of _____, Two Thousand and Twenty,

BETWEEN

The Owner: The Jackson County Board of Commissioners
 Jackson County, Georgia
 67 Athens Street
 Jefferson, Georgia 30549

And the Contractor: Company Name
 Company Address
 City, Georgia Zip

PROJECT: WOOD DEBRIS GRINDING

WITNESSETH: That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions required by the Specifications outlined in the Jackson County Invitation to Bid 200025 to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, General Terms and Conditions and this Agreement, including all work shown on Plans and Technical Specifications and listed in the conditions, provisions and specification to wit:

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, the Jackson County Request for Proposal (ITB) 200025, the supporting drawings and specifications, the Contractor's Response to ITB 200025, including the Contractor Affidavit and Agreement, Addenda issued prior to execution of this Agreement, and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

The Work

The Contractor shall perform all work required by the Contract Documents for:

PROJECT: WOOD DEBRIS GRINDING

All Work performed under this contract is subject to inspection by the representative(s) of the County Manager's Office, who will be acting as project managers on this project. It shall be the

Contractor's responsibility to coordinate with the Project Management Team of Jackson County, Georgia for inspection services. All Work shall meet or exceed all Federal, State, and local requirements.

ARTICLE 3

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to RFQ 5153-01 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contract, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction.

ARTICLE 4

Time of Commencement and Completion

The Work to be performed under this Contract shall be completed within __ months of the time the Board of Commissioners approves the award of the Contract. This contract may be extended for an additional __ months as necessary to ensure the completion of all the requirements outlined in the ITB for services that must be accomplished to bring the full project to completion. Any extension must be in writing. This contract may be terminated at any time, without prejudice, by either party by providing the other party 30 days written notice of the intent to terminate the contract.

ARTICLE 5

Contract Price

The Owner shall pay the Contractor, for the performance of the Work as provided in the Conditions of the Contract, in current funds, the amount based upon the Contractors response to the Invitation to Bid not to exceed \$X,XXX,XXX.XX.

ARTICLE 6

Payment

Payment for the Work as described in Article 5 above, shall be made upon completion and inspection of Work by the Owner to the Contractor within thirty (30) days after the completion of the Work, provided that the Work has been completed and the Contractor fully performed in accordance with the Contract Documents. Contractors may request a draw against completed work once every thirty (30) days if the contract is for a period of more than thirty (30) days. The Contractor shall complete and submit an invoice to the Purchasing Manager, 67 Athens Street, Jefferson, Georgia 30549. The Purchasing Manager will coordinate with the Project Manager for approval and will forward the invoice to Accounts Payable for payment. The invoice provided by the Contractor should include all necessary documentation to prove that all the requirements outlined in the Request for Proposal, all addenda, and all change orders have been completed and that the work has been properly inspected.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

OWNER:
Jackson County Board of Commissioners

CONTRACTOR:
Company Name

BY: Tom Crow, Chairman

BY: Representative

ATTEST:

ATTEST:

Notary Public

Notary Public