

Jones County Board of Commissioners P.O. Box 1359 Gray, GA 31032 (478) 986-6405

**Jason Rizner** County Administrator (478) 986-8219 Fax: (478) 986-6008

jason.rizner@jonescountyga.org

# INVITATION TO BID Unit Price Contract for Aggregates

## Issue Date: Wednesday, June 12, 2019

JONES COUNTY BOARD OF COMMISSIONERS 166 INDUSTRIAL BLVD./P.O. BOX 1359 GRAY, GA 31032 PHONE: (478) 986–6405 ATTN: JASON RIZNER, COUNTY ADMINISTRATOR Jason.rizner@jonescountyga.org

### BIDS WILL BE RECEIVED UNTIL JULY 18, 2019 AT 3:00 P.M.

PROPOSALS ARE TO BE SEALED AND MAILED VIA USPS, FEDEX OR UPS TO THE ABOVE ADDRESS OR HAND DELIVERED TO THE COUNTY ADMINISTRATOR'S OFFICE LOCATED IN THE JONES COUNTY GOVERNMENT CENTER AT 166 INDUSTRIAL BLVD., GRAY, GA 31032. ENVELOPES SHOULD BE MARKED WITH "SEALED BID – AGGREGATES."



### **INVITATION TO BID**

The Jones County Board of Commissioners is accepting sealed bids for the purchase of aggregates at a unit price on an annual contract. Sealed bids will be accepted <u>until 3:00 PM on Thursday July 18th, 2019</u> when they will be opened and read aloud in the Government Center Conference Room, 166 Industrial Blvd. Gray, GA 31032. Any questions should be directed to Leslie Faulk via e-mail at leslie.faulk@jonescountyga.org.

### **Specifications**

GENERAL: It is the intention and purpose of this procurement to provide for a basic purchase of aggregates with a guaranteed bid price for a twelve (12) month period. This contract will begin from acceptance of the award and shall be in effect for twelve (12) months. The contracts, if awarded, will be on a lump sum basis <u>or</u> individual item basis, whichever is found to be in the best interest of Jones County. Although bidders are encouraged to submit pricing for all aggregate types in this bid document, they are not required to submit pricing for each aggregate type specified below.

AGGREGATE STANDARDS: All aggregates shall be in accordance with GDOT Standard Specifications, latest edition.

QUANTITIES: Jones County shall not be required to purchase any minimum amount from the unit price aggregate contract during the contract period. Quantities ordered will be based on the needs of Jones County and will be priced per contract pricing. The approximate quantities provided below are for informational purposes only and are in no way intended to represent actual minimum or maximum procurements.

RENEWAL: The successful bidder could be allowed TWO (2) one year annual renewals. All previous terms and conditions would apply. Price adjustments maybe proposed at the time of renewal. A letter requesting renewal of the contract and pricing must be received 60 days prior the end of the contract term. Jones County has the right to accept or reject the renewal and pricing and may use the Consumer Price Index (CPI) for evaluation purposes as well as previous bids received. Should Jones County not accept the proposed renewal, Jones County would send the aggregate unit price contract out for a new bid.

PICKUP AND DELIVERY: At times, Jones County personnel will pick up the products included in this invitation to bid directly from the rock quarry. The vendor shall be responsible for verifying that the individual picking up the material is a Jones County employee and that the vehicle picking up the material is a Jones County vehicle. Vendor shall issue tickets for the actual amount loaded onto the truck. The tickets must indicate the truck number and be signed by the driver.

For deliveries, delivery location will be specified at the time of order placement to one of the following:

- Public Works Shop 454 Cumslo Road, Gray, Georgia 31032
- Other Locations in Jones County

All deliveries should be signed for by authorized Jones County personnel, and all deliveries should be scheduled in advance. Normal operating hours for Jones County Public Works are Monday – Thursday from 7:00 AM – 5:30 PM.

It shall be the responsibility of the vendor to unload aggregates and place in the designated locations.

ORDERS: All orders <u>must</u> be accompanied by Jones County purchase order number. In the event that a purchase order number is not supplied with the order, Jones County assumes no responsibility for payment



for the items ordered. All deliveries are to be FOB destination. All prices are to be bid as delivered FOB destination. No substitutions will be allowed.

EMERGENCY PICKUPS AND DELIVERIES: There may be times when Jones County is in need of aggregates outside normal operating hours. Each vendor should specify the operating hours for its quarry that will fulfill orders placed pursuant to this procurement. Vendors should also specify on the bid form the costs for pickups outside normal operating hours and the cost for deliveries outside normal operating hours.

### **Terms and Conditions**

- The County reserves the right to accept or reject any or all bids or proposals, to solicit additional bids, to amend or revise bid documents, to waive technicalities, and to make a selection and final award as deemed to be in the best interest of the County.
- After the issue date of this invitation for bid, prospective bidders shall not speak about this
  procurement with any County employees or officials other than those specified in this document.
  Communications other than those specifically authorized by this document could result in
  disqualification of the bidder.
- Provider selection will be based on the information contained in the bids, and incomplete or inaccurate information may result in disqualification of a proposal or a bidder.
- Bidders are required to submit three references from projects similar in size and cost that have been completed in the past 5 years.
- The proposal submitted by each proposed vendor will be treated as best and final. There will be no opportunity to negotiate fees during the selection process.
- If you plan to use subcontractors to perform any of the work described above, please identify the subcontractors you plan to use and explain the role they would play in this project. Also provide 3 references for the subcontractor you plan to use.
- The County does not guarantee the purchase of any/all equipment, services or materials.
- The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial
- The County reserves the right to terminate any contract for this equipment, materials and/or services for any of the following reasons:
  - o a. If the equipment/service is not delivered/completed on an agreed-upon schedule.
  - o b. If the equipment/services delivered is not the same equipment/services bid.
  - c. Receipt of substandard product/service.



- o d. Poor workmanship.
- Vendors shall not take advantage of any errors or omissions in this invitation to bid and shall promptly notify Jones County of any omissions or errors found in this document.



### **Bid Form**

### **Checklist**

**Contractor complies with insurance requirements** 

References attached

Subcontractor information and references attached (if applicable)

E-Verify Affidavit attached

Application for Public Benefit attached

I understand that I will need to provide a certificate of insurance as outlined in the attached insurance requirements prior to beginning work.

I further understand that I will be required to submit the attached Prime and Subcontractor's Work Authorization Certification and affidavit verifying status for County Public Benefit Application (copy attached), prior to beginning work.

I certify that the bid below meets all specifications outlined in the bid documents:

Company:		
Address:		
Contact:		_ E-mail Address:
Phone:		_ Fax:
Signature of Company	Official:	
Quarry Operating Ho	urs:	
- Monday:	to	
- Tuesday:	to	
- Wednesday:	to	
- Thursday:	to	
- Friday:	to	
- Saturday:	to	
- Sunday:	to	
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### Bid Form (Page 2)

ltem	Item Description	Approx. Quantity	Unit	Unit Price	Projected Price
1	Graded Aggregate Base (GDOT Std. Spec. Section 815)	3500	TON		
2	#5 Stone (GDOT Std. Spec. Section 800, Size #5)	25	TON		
3	#6 Stone (GDOT Std. Spec. Section 800, Size #6)	5000	TON		
4	#7 Stone (GDOT Std. Spec. Section 800, Size #7)	Varies	TON		
5	#57 Stone (GDOT Std. Spec. Section 800, Size #57)	65	TON		
6	#89 Stone (GDOT Std. Spec. Section 800, Size #89)	170	TON		
7	Type 3 Rip Rap (GDOT Std. Spec. Section 805, Type #3)	400	TON		
8	M10 Granite Screenings (GDOT Std. Spec. Section 801)	600	TON		
9	W12 Granite Screenings (GDOT Std. Spec. Section 801)	500	TON		
10	Round-trip delivery of any material to County's facility at 454 Cumslo Road, Gray, GA 31032		Truck Load		
11	Round-trip delivery of any material to any location within Jones County		Truck Load		
12	Emergency Service — Pickup		Truck Load		
13	Emergency Service — Delivery (Additional charge to item #8 or #9)		Truck Load		



### **References**

Government/Company:		
Contact Person:		
Title:		
Phone Number:		
Project Description:		
Date of Project:		
Government/Company:		
Contact Person:		
Title:		
Phone Number:		
Project Description:		
Date of Project:		
Government/Company:		
Contact Person:		
Title:		
Phone Number:		
Project Description:		
Date of Project:	Page 7 of 13	



### **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 required here are in effect and specifying that the liability coverage are written on an occurrence form and that the coverage will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to:

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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 coverage 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 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.

**Subcontractor'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 coverage 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 coverage, 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 coverage:

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: Contractor's that have employees, sub-contractors, helpers, assistants, or individuals providing assistance on the contract work will maintain workers' compensation covering them during the term of this contract.

Minimum limits: Workers' compensation –Statutory Limit Employer's liability: \$100,000 bodily injury for each accident \$100,000 bodily injury by disease for each employee \$500,000 bodily injury disease aggregate



### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 <u>(Jones County)</u> 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 User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ 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 \_\_\_\_\_,201\_\_\_.

NOTARY PUBLIC

My Commission Expires:



### Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for

-name of subcontractor or sub-

subcontractor with whom such sub-subcontractor has privity of contract) and

(<u>name of contractor</u>) on behalf of (Jones County) 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with subsubcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor will forward notice of the receipt of any affidavit from a subsubcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ 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 \_\_\_\_\_,201\_\_.

NOTARY PUBLIC My Commission Expires:



### Affidavit Verifying Status County Public Benefit Application Jones County Board of Commissioners

By executing this affidavit under oath, as an applicant for a Jones County Georgia Business Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Jones County Business Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for \_\_\_\_\_\_. [Name of natural person applying on behalf of individual, 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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

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

Alien Registration number for non-citizens

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:



### **OPTIONAL — FOR NON-BIDDERS ONLY**

#### JONES COUNTY BOARD OF COMMISSIONERS – PURCHASING DEPARTMENT NO BID STATEMENT

In an effort to make the procurement of goods and services for the County as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

- Specifications Restrictive, too light", unclear, specialty item, geared toward one (1) brand or manufacturer only. (*Please explain in detail below*).
- Manufacturing Unique item, production time for model has expired, etc.
- Bid Time Insufficient time to properly respond to bid or proposal.
- Delivery Time Specified delivery time cannot be met.
- Payment Payment terms unacceptable. (Please be specific)
- Bonding We are unable to meet bonding requirements.
- Insurance We are unable to meet insurance requirements.
- Removal Remove our firm from your bidders list for the particular commodity or service.
- Let Keep Please keep our company on your bidders list for future reference.
- Project is: \_\_\_\_/ Too Large \_\_\_\_\_/ Too Small \_\_\_\_/ Site or Location is Too Distant
- Miscellaneous Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. (Please be specific)
- Our company would only be interested in this project as a subcontractor or supplier.

#### VENDOR STATEMENT:

Bid Description:	
Company Name:	
Company Official Name:	
Company Official Signature:	
Telephone Number:	
Email Address:	
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