

**REQUEST FOR BID  
19-09  
NEWTON COUNTY BOARD OF  
COMMISSIONERS**

**Newton County Recreation Commission  
Roof Replacement**



**February 18, 2019**

Sealed bids are to be marked with the bidder's name,  
address & labeled:

**RFB #19-07 Newton County Recreation Commission Roof Replacement**  
mailed or delivered no later than **11:00 AM Tuesday, March 14, 2019.**

**NEWTON COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
1113 Usher Street, Suite 204  
Covington, GA 30014  
678-625-1237**

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**ADVERTISEMENT FOR REQUEST FOR BID FOR  
NEWTON COUNTY RECREATION COMMISSION ROOF REPLACEMENT  
NEWTON COUNTY BOARD OF COMMISSIONERS  
RFB # 19-07**

Separate sealed BIDS for Newton County Recreation Commission Roof Replacement (NCRC) for Newton County Board of Commissioners will be received by Newton County at the Newton County Administration Building, Purchasing Office, Suite 204 located at 1113 Usher Street, Covington, GA 30014 until 11:00 AM, Tuesday, March 14, 2019. The project includes providing all material, labor and equipment.

**There will be a MANDATORY on-site meeting on February 28 at 10:00 AM at Newton County Recreation Commission at 6185 Turner Lake Rd NW, Covington, GA 30014**

The CONTRACT DOCUMENTS may be examined at the following location: Newton County Administration Building, 1113 Usher Street, Suite 204, Covington, GA 30014.

All bids must be accompanied by a Bid Bond in an amount not less than ten percent (10%) of the Base Bid. Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of the Treasury, Circular 570, latest edition.

NOTE: Contractor and all subcontractors must obtain a business license and be fully insured.

INSURANCE: Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with limits of no less than \$1,000,000 per occurrence; and (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with limits of no less than \$1,000,000 per accident (c) statutory worker's compensation insurance, including \$1,000,000 employer's liability insurance (d) employee dishonesty and/or crimes coverage with respect to personnel of Contractor having access to County buildings, with limits of no less than \$50,000 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon request, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

The successful bidder shall secure and pay for all permits, assessments, charges or fees required in connection with the proposed construction. Answers to all questions shall be provided a minimum of 72 hours prior to the time the bid is due.

Each bidder will be considered by the OWNER, taking into consideration specific evaluation factors, listed in their order of relative importance, as set forth in the Request for Bid. Newton County reserves the right to reject any or all bids, including without limitation, the right to reject any bid that the OWNER believes would not be in the best interest of the Project.

Digital copies of the CONTRACT DOCUMENTS may be obtained at the Purchasing office at no charge by contacting Randi Fincher at 678-625-1237 or [rfincher@co.newton.ga.us](mailto:rfincher@co.newton.ga.us). Hard copies of the CONTRACT DOCUMENTS may be obtained upon a non-refundable payment of \$25.00 for each set. The OWNER is not obligated to consider a company's bid, if they are not on record with the issuing office as having received complete Bid Documents.

February 18, 2019  
Lloyd Kerr, County Manager  
Newton County Board of Commissioners

## **INFORMATION FOR BIDDERS**

### **RFB 19-07**

#### **INTRODUCTION**

The Newton County Board of Commissioners is requesting Sealed BIDS for Newton County Recreation Commission (NCRC) roof replacement. Instructions for preparation and submission of the bid is contained in this packet. Bids must be typed or printed in ink

Newton County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Newton County.

#### **PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the Purchasing Department at the following address:

Newton County Purchasing Office  
Attn: Randi Fincher  
1113 Usher Street, Suite 204  
Covington, GA 30014  
Phone: (678) 625-1237  
E-mail: [rfincher@co.newton.ga.us](mailto:rfincher@co.newton.ga.us)

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders are requested NOT to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

#### **DUE DATE:**

Sealed bids will be received at the **Newton County Board of Commissioners, Purchasing Department, 1113 Usher Street Suite, 204, Covington, GA 30014 no later than at 11:00 am, Tuesday, March 14, 2019**

#### **BID COPIES FOR EVALUATION:**

Four (4) copies, one (1) original and (1) digital copy on USB drive will be required for review purposes.

#### **PRE-BID CONFERENCE**

There shall be a **Mandatory Pre-Bid Conference** held at **10:00 am, Thursday, February 28, 2019**, at Newton County Recreation Commission, 6185 Turner Lake Rd NW, Covington, GA 30014. **ALL POTENTIAL BIDDERS SHALL ATTEND TO SUBMIT A BID.**

Any questions and/or misunderstandings that may arise from RFB must be submitted in writing and forwarded to the Purchasing Office at the above address or by email. It shall be the Bidder's responsibility to seek clarification as early as possible prior to the due date and time. Answers to questions submitted that materially change the conditions and specifications of this RFB bid will be distributed to all addressees as an addendum. Answers to all questions will be provided a minimum of 72 hours prior to the bid due date

and time. Any discussions or documents will be considered non-binding unless incorporated and distributed in an addendum.

**ADDENDA**

Answers to questions submitted that materially change the conditions and specifications of this RFB will be distributed to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and distributed in an addendum.

Bidders should check with the Purchasing Department frequently during the bidding process to verify that they have received all issued addendums. While every attempt is made to make sure that registered bidders receive notice of addendums, bidders have the responsibility of making sure that they have received all issued addendums. Addenda's are required to be signed and returned with the bid submittal.

**CONTRACT TERM:**

The Contract Term will be 30 calendar days.

**INSURANCE:**

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence, and general aggregate limits of at least \$2,000,000; (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per accident; (c) statutory worker's compensation insurance, including \$1,000,000.00 employer's liability insurance. All liability insurance shall list the County as an additional insured. All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon request, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

**QUALIFICATIONS OF OFFERORS:**

Bidders must have a current business license and provide a copy of the license with the submittal of their bid response.

Bids from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Newton County will not be accepted.

In evaluating bids, the County may seek additional information from any contractor concerning such contractor's bid or its qualifications to construct the Project.

**GENERAL INFORMATION**

No bid received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Newton County for the premature opening of a bid not properly addressed and identified.

### **TENTATIVE BID SCHEDULE**

Advertisement	February 17, 2019
Mandatory Pre-Bid Meeting	February 28, 2019 @ 10:00 AM
Deadline to Submit Questions	March 5, 2019 @ 10:00 AM
Answers to Questions	March 7, 2019 @ 10:00 AM
RFP 19-04 Due Date	March 14, 2019 @ 11:00 AM

### **WITHDRAWAL OF BIDS**

A bidder may withdraw his bid before the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the Newton County Purchasing Department.

### **REJECTION OF BIDS:**

Newton County may reject any and all bid and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Newton County. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Newton County shall 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 operations of the various bids.

### **STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The bidder may be required, upon request, to prove to the satisfaction of Newton County that he/she has the skill, experience, 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 sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham 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 a Commissioner, Administrator, employee, nor any other person employed by Newton County has, in any manner, an interest, directly or indirectly, in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

### **DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

### **SELECTION PROCESS**

Newton County intends to evaluate bids and award a contract without discussions with offerors. Therefore, the offeror's initial bid should contain the offeror's best terms from a

price and technical standpoint. Award(s) shall be made on the basis of the lowest **total cost** from a responsive, responsible bidder who meets specifications. Timeliness of project completion may be considered during selection process. The County reserves the right to conduct discussions if the County later determines them to be necessary.

### **AWARD OF CONTRACT**

The Newton County Purchasing Department and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

### **PERMITS**

The awarded contractor will be responsible for acquiring any permits that are required for this project. Newton County will waive fees on all permits issued by Newton County.

### **STANDARD INSTRUCTIONS**

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Newton County and must be followed by each bidder
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Newton County. Failure to comply with the written specifications for this bid may result in disqualification by Newton County.
3. All goods and materials shall be F.O.B. Destination Covington, Georgia and no freight or postage charges will be paid by Newton County unless such charges are included in the bid price.
4. The following number, **RFB 19-07 Newton County Recreation Commission Roof Replacement** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand on the bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated date, time and place. Bids received after the stated time and will be rejected without consideration, regardless of postmark. Newton County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 90 days from the due date.
7. 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 to Newton County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Newton County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.



9. Telephone, Telegraphic or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders.
  - a. Sales Tax Exempt #48-08-03
  - b. Federal I.D. #58-6000870
11. If applicable, completed questionnaires must be signed manually. Newton County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Bidder shall state delivery time after receiving order.
14. Bidder shall identify any subcontractors, and include an explanation of the service or product that they may provide.

**SPECIFIC INSTRUCTIONS**

Any bidder submitting a bid (a "Contractor") in response to the aforesaid Request for bid shall comply with the following specific instructions:

1. The submission of a bid constitutes an acknowledgment and representation by the Contractor that it has visited the Project site and has familiarized itself with the local conditions under which the required Work is to be performed;
2. Reserved
3. Reserved
4. Any bid must include a fully executed Bid Bond in the form attached hereto as Exhibit "B" in the amount of ten percent (10%) of the lump sum contract price (exclusive of any price for Alternates or unit prices). Required Payment and Performance Bond forms will be furnished by the Owner and are required to be submitted by the Contractor in accordance with the requirements of the Contract Documents. Such Payment and Performance Bonds shall each be in the amount of one hundred percent (100%) of the lump sum contract Price as set forth in the Agreement between the County and the Contractor;
5. The Owner will give consideration, prior to submission of bids, to requests for approval of products similar to those specified by proprietary names provided only that such requests comply with the following provisions:
  - a. All requests for substitution must be written and delivered to the office of the Owner at least ten (10) calendar days prior to the date required for the submission of bids;
  - b. Any requests for substitution must identify the product for which substitution is requested by brand name and/or catalog number, together with Section and Article number where specified, and must identify in similar manner the proposed substitution;
  - c. Any requests for substitution must explain fully the difference, if any, between the proposed substitution and products specified, including but not limited to, physical color, function, and guarantee considerations;
  - d. Any requests for substitution must be accompanied by technical data, including laboratory tests, if applicable, on the proposed substitution;

- e. Any requests for substitution must give complete information on changes, if any, to drawings or specifications which will be necessary or advisable if the substitution is approved;
  - f. Any requests for substitution must identify three (3) projects wherein the proposed substitution has been utilized and such identification must include the name and address of such projects' Owners, Architects and General Contractors. Separate requests shall be made for each proposed substitution save and except where multiple substitutions are related to a complete assembly, such substitutions may be addressed in a single request. The Architect will review requests for substitution submitted in accordance with the above requirements and if in the sole discretion of the Architect such substitution is in the Owner's interest, he will, by addendum, add the substitution to the applicable specification. Substitutions requested after award of contract will be considered only if they are in accord with the provisions and requirements set forth herein.
6. Any changes, additions, interpretations, or corrections, to or concerning the Contract Documents prior to the date for submission of bid will be issued as an Addendum by the Owner. Only such written changes, additions, interpretations, or corrections by Addendum shall be binding. Any changes, additions, interpretations, corrections given by any other method shall not be valid and the Contractor shall not rely upon in any manner whatsoever any verbal statements, instructions, interpretations, corrections, or other information provided by the Owner or the Architect or their representatives. Addendum will be sent by email or other means to all Contractors and other entities that are registered in the Purchasing Office of the County as having received Contract Documents for the Project. Such Addendum will be emailed to the addresses as furnished by such Contractors or entities;
  7. All bidders must be signed by a duly authorized officer, member, or general partner (as appropriate) and dated. All blanks on the completed Bid Form "Exhibit B") shall be filled in where so requested. The completed bid shall be without interlineations, alterations or erasures. Addenda must be acknowledged where so designated and the bid shall include a bid price for all Alternates and units. In the event a Contractor does not desire to make a change in its bid for any given Alternate, it shall so indicate by using the words "No Change".
  8. At the discretion of the County, and in conformity with the applicable provisions of Georgia Law, the County may afford Contractors an opportunity for subsequent discussion, negotiation, and revision of bids. In such event, Contractors submitting bids shall make available appropriate representatives with contracting authority for the purpose of meeting with representatives of the County at such reasonable times and places as the County may designate to conduct such discussions, negotiations, and revisions. The County reserves the right to reject any or all bids and to waive any technicalities or informalities. Incomplete or irregular bids, and bid submitted without the required Bid Bond may be rejected by the County;
  9. Bids must be submitted to the County on the Bid Form attached hereto as Exhibit "B" and same shall be executed under oath by an officer, partner, or member of the Contractor;
  10. Any Bidder must include a "General Contractor's Subcontractor Listing" in the form attached hereto as Exhibit "C" and "General Contractor's Subcontractor Qualification Affidavit," in the form attached hereto as Exhibit "D" each in the form as set forth in the Contract Documents;

11. Upon submission, all bids shall become and remain the property of the County. The County shall have no liability arising out of the disclosure, dissemination, or publication of any bid or any information contained therein;
12. Any bid submitted to the County shall remain open for acceptance by the County, and same shall be honored by the Contractor, for a period of ninety (90) days of the date set forth hereinabove for the receipt of bids;
13. The County reserves the right to amend these Instructions, or clarify same by Addendum, within the time provided by Georgia Law. If such revisions or amendments are of such magnitude as to warrant, in the sole discretion of the County, the postponement for the date of the submission and receipt of bids, written notification shall be issued to any Contractor who has notified the County in writing of its intent to submit a bid pursuant to the County's Request for Bid.
14. A summary checklist of the items to be included in each bid is shown below:
  - Detailed lay-out of the bid project, construction designs, drawings and any other information that details or explains the bid.

Exhibit A - Bid Bond

Exhibit B - Bid Form

Exhibit C - General Contractors Subcontractor Listing

Exhibit D - Subcontractors Qualification Affidavit

Exhibit E - Performance Bond

Exhibit F - Payment Bond

Exhibit G - Immigration and Security Form

Exhibit H - SAVE Program Affidavit

Exhibit I - Non-Collusion Affidavit

Exhibit J - Certification Regarding Debarment

Exhibit K - Notice of Award

Exhibit L - Notice to Proceed

Exhibit M - Business License

Exhibit N - Any Addenda Received from County

Exhibit O - Scope of Work

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that 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 this Request for Bid #19-07 and certify that I am authorized to sign this bid for the company.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Contact Name \_\_\_\_\_

Email \_\_\_\_\_

**Exhibit B - BID BOND**  
KNOW ALL MEN BY THESE PRESENTS that

\_\_\_\_\_ As Surety (the "Surety"),  
and

\_\_\_\_\_ As Principal (the  
"Contractor")

are held and firmly bound unto NEWTON COUNTY, GEORGIA (the "County"), pursuant as the terms and conditions of this Bond (the "Bid Bond") as set forth herein:

WHEREAS, the Contractor, in response to a Request for Bid issued by the County, has submitted its Bid for a **Newton County Recreation Commission Roof Replacement** (the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the County accepts the Bid of the Contractor as submitted, or as revised or negotiated in accordance with the provisions of O.C.G.A. § 36-9-21-(c)(2), and

The Contractor timely executes the Agreement between Owner and Contractor (the "Agreement" as provided by the County and as included in the Contract Documents: and, The Contractor furnishes to the County fully executed Payment and Performance Bonds as required by the Agreement, then this obligation shall be void: otherwise, the Surety and the Contractor, shall be jointly and severally liable to the County, and shall make payment to the County, in the amount of five percent (10%) of the lump sum contract price (exclusive of any pricing for Alternates or unit prices) as set forth in the Bid of the Contractor. The Contractor agrees that the amount of this Bid Bond as set forth hereinabove constitutes a proper and lawful sum for liquidated damages which the County will sustain in the event Contractor fails or refuses to execute the Agreement or fails or refuses to furnish the required Payment and Performance Bonds.

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same.

**BID BOND**

This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

[CONTRACTOR]

By: \_\_\_\_\_ [SEAL]

\_\_\_\_\_  
Witness

[NAME OF SURETY]

By: \_\_\_\_\_ [SEAL]

Sworn and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Commission Expiration:

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

END OF SECTION

**EXHIBIT B - Bid FORM**

**RFB# 19-07 Newton County Recreation Commission Roof Replacement**

**\*\* If applicable, please provide a breakdown**

Bid on specifications as outlined: Yes \_\_\_\_\_  
No \_\_\_\_\_  
\*Variations are to be noted.

TOTAL BID PRICE: \_\_\_\_\_

Completion time for services \_\_\_\_\_ days after receipt of order

Warranty information is included? Yes \_\_\_\_\_ No \_\_\_\_\_

Bid prices expire: \_\_\_\_\_ Month \_\_\_\_ Day \_\_\_\_ Year  
(Minimum of 90 Days)

**Bid Received From:**

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Contact Name \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_   
Authorized Representative (Print/Type)

\_\_\_\_\_   
Authorized Representative (Signature)

**EXHIBIT C**

**GENERAL CONTRACTORS----SUBCONTRACTOR LISTING**

**PROJECT:** Newton County Recreation Commission Roof Replacement

Subcontractor Name \_\_\_\_\_

Subcontractor Address \_\_\_\_\_

\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Subcontractor Address \_\_\_\_\_

\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Subcontractor Address \_\_\_\_\_

\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Subcontractor Address \_\_\_\_\_

\_\_\_\_\_

**Subcontractor Qualification Affidavit Form is required.**

\_\_\_\_\_

END OF SECTION



**EXHIBIT D**

**SUBCONTRACTORS QUALIFICATION AFFIDAVIT**

LISTED SUBCONTRACTOR \_\_\_\_\_

**AFFIDAVIT**

THIS IS TO CERTIFY that \_\_\_\_\_  
(Subcontractor's company name), proposed subcontractor for  
\_\_\_\_\_ (scope of work) for the **Newton County  
Recreation Commission Roof Replacement**, is qualified for the work of the above Division  
(s) and  
meets the qualifications cited in specification Section (s) \_\_\_\_\_,  
Paragraph (s) \_\_\_\_\_.

THE CERTIFICATIONS of the affiant are not mere declarations, but are in consideration  
of and in fulfillment of express contractual requirements established in the bidding  
documents for this project.

THIS AFFIDAVIT applies to:

**PROJECT: Newton County Recreation Commission Roof Replacement**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

General Contractor \_\_\_\_\_

By \_\_\_\_\_

Title (must be an officer of the company) \_\_\_\_\_

CERTIFICATION OF NOTARY PUBLIC

Sworn and subscribed to before me, an officer authorized to administer oaths.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires on \_\_\_\_\_

SEAL

END OF SECTION

**Exhibit E-PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

A \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

**The Newton County Board of Commissioners**  
\_\_\_\_\_ (Name of Owner)

**1124 Clark Street, Covington, GA 30014**  
\_\_\_\_\_ (Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

in lawful money of the United States, for their payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ .

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**Exhibit F- PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Name of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

**The Newton County Board of Commissioners**  
\_\_\_\_\_  
(Name of Owner)  
**1124 Clark Street, Covington, GA 30014**  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$ ( \_\_\_\_\_ )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(Number)

one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principle) Secretary

BY \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

BY \_\_\_\_\_  
Principal

Attest:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

## Exhibit G

### IMMIGRATION AND SECURITY FORM

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor.

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

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 contracting with Newton County, Georgia 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 or any equivalent federal work authorization program 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, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

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 Newton County, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor 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 Newton County, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Firm Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Company Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

### **Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned 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 with (name of contractor) on behalf of NEWTON 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. 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 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Exhibit H**  
**Affidavit Verifying Status**  
**for County Public Benefit Application**

By executing this affidavit under oath, as an applicant for the award of a contract with Newton, County Georgia, I \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

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 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.

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_



**CONTRACTOR 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 Newton 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 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

Newton County Recreation Commission Roof Replacement  
Name of Project

Newton County, Georgia  
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

[NOTARY SEAL]  
My Commission Expires:  
\_\_\_\_\_

**Exhibit I**

**Non-Collusion Affidavit of Prime Bidder/Subcontractor**

State of Georgia  
Newton County, Georgia

\_\_\_\_\_, being the first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against Newton County or any person interested in the proposed contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Notary: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## Exhibit J

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### CERTIFICATION REGARDING DEBARMENT SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation could disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, the County may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this bid is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this bid that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 49 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

### CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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Organization Name	PR/Award or Project Name
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Name and Title

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Signature	Date
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**Exhibit K**

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Newton County Recreation Commission Roof Replacement

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated February 18, 2019 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Newton County Board of Commissioners

By \_\_\_\_\_

Title Chairman, Board of Commissioners

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**Exhibit L**

**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_

Project: Newton County Recreation Commission Roof Replacement

\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_ \_\_\_\_\_, 20\_\_.

The Newton County Board of Commissioners

By \_\_\_\_\_

Title Marcello Banes

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT- M**

Business License

**Exhibit- N**

ANY ADDENDA ISSUED BY NEWTON COUNTY FOR THIS PROJECT



## **EXHIBIT- O**

Insert Technical Bid. The Bid should contain information about:

1. The bidders company's qualifications
2. Three (3) references of firms to which similar service has been provided during the past three years to a comparable sized institution or company.
3. Bidder must be in the business of roof replacement for the past five years.
4. Bidder must provide a statement of their Warranty Policy on any service or part they may provide.
5. Awarded contractor must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract.

### **Scope of Work:**

The following specifications are minimum acceptable requirements.

- Provide all required permits for the project.
- Measure roof for exact dimensions.
- Remove all old shingles and roofing materials.
- Remove old flashing and sheeting where needed.
- Install Oakridge Trudef Duration Architectural singles (Peppermill gray) with 130 MPH wind rating.
- Install drop edge and ice water shield around perimeter.
- Replace any fascia, gutters or venting as needed.
- Minimum 20 year commercial warranty including roofing materials and finish.