

**REQUEST FOR BID
20-03
NEWTON COUNTY BOARD OF
COMMISSIONERS**

Dinah Pace Park Restroom



July 29, 2019

**MANDATORY PRE-SUBMISSION CONFERENCE
TUESDAY, AUGUST 6, 2019 AT 10:00 AM E.S.T**

Dinah Pace Road, Covington, GA 30014

SUBMISSION ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

TUESDAY, AUGUST 20, 2019 AT 11:00 AM E.S.T.

**NEWTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

**1113 Usher Street, Suite 204, Covington, GA 30014
678-625-1237**

**THE OFFEROR IS RESPONSIBLE FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR BID
(RFB) TO NEWTON COUNTY ON OR BEFORE THE STATED DEADLINE**

Issue Date: July 29, 2019

Table of Contents

Advertisement

Instructions for BID

Bid Bond

Bid Form

Subcontractor Listing

Subcontractor Qualification Affidavit

Performance Bond

Payment Bond

Immigration and Security Form

SAVE Program Affidavit

Non-Collusion Affidavit

Certification Regarding Debarment

Notice of Award

Notice to Proceed

Scope of Work

**ADVERTISEMENT FOR REQUEST FOR BID FOR
DINAH PLACE PARK RESTROOM
NEWTON COUNTY BOARD OF COMMISSIONERS
RFB # 20-03**

Separate sealed BIDS for Dinah Pace Park Restrooms on behalf of the 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, local time on Tuesday, August 20th, 2019.** The project includes providing all material, labor and equipment.

There will be a MANDATORY on-site meeting on August 6, 2019 at 10:00 AM at Dinah Pace Road, Covington, GA 30014. You must be present by 10:00 AM to attend the meeting

All bids must be accompanied by a Bid Bond in an amount not less than ten percent (5%) 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 BID Documents may be obtained at the Purchasing office at no charge by visiting www.co.newton.ga.us or contacting Randi Fincher at 678-625-1237 or rfincher@co.newton.ga.us. Hard copies of the BID DOCUMENTS may be obtained upon a non-refundable payment of \$25.00 for each set. The County is not obligated to consider the contractor's proposal if they are not on record with the issuing office as having received complete Proposal Documents.

July 29, 2019
Lloyd Kerr, County Manager
Newton County Board of Commissioners

REQUEST FOR BID OVERVIEW AND PROCEDURES

PURPOSE

The Newton County Board of Commissioners is requesting Sealed BIDS for Dinah Pace Park Restroom. 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 veteran 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

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 11:00 AM on Tuesday, August 20, 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, local time August 6, 2019** at Dinah Pace Park, Dinah Pace Road, Covington, GA 30014. **ALL POTENTIAL BIDDERS SHALL ATTEND THE MEETING AND ARRIVE ON TIME TO SUBMIT A BID.**

RFB QUESTIONS

Any inquiries regarding this RFB must be submitted in writing no later than 5:00 PM, Friday, August 9, 2019 to: Newton County Purchasing Office, ATT: Randi Fincher, 1113 Usher Street, Suite 204, Covington, GA 30014 or email: rfincher@co.newton.ga.us. Questions received after 5:00 PM on August, 9, 2019 will not receive a response. Questions will be answered in writing by an addendum set to go out no later than 72 hours prior to the due date of the RFB.

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 90 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 contractor's 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	July 29, 2019	
Mandatory Pre-Bid Meeting	August 6, 2019	10:00 AM
Deadline to Submit Questions	August 9, 2019	5:00 PM
Answers to Questions	August 15, 2019	
RFB 20-03 Due Date	August 20, 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 20-03 Dinah Pace Park Restroom** 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 (5%) 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:**

Exhibit A - Bid Bond (required submittal)

Exhibit B - Bid Form (required submittal)

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 (required submittal)

Exhibit H - SAVE Program Affidavit (required submittal)

Exhibit I - Non-Collusion Affidavit (required submittal)

Exhibit J - Certification Regarding Debarment (required submittal)

Exhibit K - Notice of Award

Exhibit L - Notice to Proceed

Exhibit M -Business License and Contractor’s License (required submittal)

Exhibit N - Any Addenda Received from County (required Submittal)

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 #20-03 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 _____ (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 (5%) 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 C

GENERAL CONTRACTORS----SUBCONTRACTOR LISTING

PROJECT: Dinah Pace Park Restroom

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 **Dinah Pace Park Restroom** 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: **Dinah Pace Park Restroom**
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

By _____

(Principal) Secretary

(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.

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

Dinah Pace Park Restroom
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

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

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.

Organization Name	PR/Award or Project Name
-------------------	--------------------------

Name and Title

Signature	Date
-----------	------

Exhibit K

NOTICE OF AWARD

To: _____

PROJECT Description: Dinah Pace Park Restroom

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 29, 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 _____

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
And Contractor's 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 bidder's company 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 provide a statement of their Warranty Policy on any service or part they may provide.
4. Awarded contractor must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract.

Scope of Work:

General Construction: The bathroom structure will feature two single-user restroom, with a utility chase between them. The facility shall be built on a slab foundation with the water and sewer services set into the slab. Must be ADA compliant and pass all County inspections.

Dimensions of the structure shall be 18'5" x 10'

Restrooms dimensions of each restroom to be 86" X 71"

(2) 4' metal doors, Men and Women

(1) 3' door for storage room

Sink, handicap toilet and faucet in each restroom

Water fountain on the front of the building

Block building with tin room. Tin roof to match existing pavilion room.

Lights in restrooms and storage room

Contractor responsible for all grading of construction site.

The layout, building material inside and out should mimic the restroom that are built at Turner Lake Park.



Restroom at Turner Lake Park



Restroom at Turner Lake Park



Pavilion at Dinah Pace Park