

REQUEST FOR QUOTE

GENERAL INFORMATION

SEALED QUOTES will be received until **11:00 AM** (Eastern Time) on **Wednesday April 5, 2017**, via Mail /Hand Delivery: 601 N Laurel Street, Springfield, GA 31329. Please ensure the envelope is clearly marked for the attention of the Purchasing Agent and states : “Sealed Quote for 17-022 – Road Resurfacing - Testing Services”.

Effingham County Board of Commissioners reserves the right to reject any and all quotes or any and all quotes that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion. No quotes shall be withdrawn within 60 days after the quote due date.

Payments: Advance payments for work contracted as a result of this RFQ shall not be granted unless specified in writing in the contract/purchase order.

Progress payments or draw for work contracted as a result of this RFQ shall not be granted unless specified in writing in the contract/purchase order.

Payment of invoices resulting from work contracted as a result of this RFQ will be made within the time frame specified in the contract/purchase order resulting from this RFQ.

Final payment for any work contracted as a result of this RFQ shall be made within the time frame specified in the contract/purchase order resulting from this RFQ.

Notwithstanding any other payment provisions of a contract/purchase order resulting from this RFQ, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of full payment under a contract/purchase order resulting from this RFQ unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted for work performed under a contract/purchase order resulting from this RFQ.

Insurance Provisions:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

- A.** General Information that shall appear on a Certificate of Insurance:
 - a. Name of Producer (contractor's insurance Broker/Agent).
 - b. Companies affording coverage (there may be several).
 - c. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
 - d. A Summary of all current insurance for the insured (includes effective dates of coverage).
 - e. A brief description of the operations to be performed, the specific job to be performed, or

contract number.

- f. Certificate Holder (**This is to always include Effingham County**).

Limits of Insurance:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5)year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

Additional Coverage for Specific Procurement Projects:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

- A. **Minimum Limits:** \$1,000,000 per claim/occurrence.
- B. **Coverage Requirement:** If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

Indemnification:

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

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SCOPE OF WORK

The County is about to begin an overlay project of approximately 8.5 miles on 17 county roads. The project is being funded by the County and GDOT. As a partially GDOT funded project we are required to have a testing laboratory on board and we would like to follow the GDOT prescribed testing methods in accordance with STI 400, which is attached. Because we do not have a contractor yet the exact construction schedule is not known. In order to be able to obtain a fair pricing comparison, we are proposing for everyone to budget the same amount of construction days and number of required tests, while providing a price for each individually which will be the basis of payment. For the purpose of this RFQ, there will be 26 days that construction will take place and the plant will be in operation, we will set up one initial rolling pattern to be used as the basis for the rolling pattern to be established on each of the 17 roads, there will be three core samples per day to be used for density and thickness testing and 12 samples will be taken from the plant for gradation and extraction sampling.

An initial rolling pattern (determining a target density using nuclear machine and cores) will be established. The county and contractor will then agree to the target density and method of assessment and evaluation to be used in the subsequent placements going forward.

A rolling pattern will then be established for each road based on the assessment and evaluation agreed to in the initial rolling pattern. Daily density monitoring will be accomplished by taking three core samples per day to be compared against the test strip nuclear gauge readings. The core samples will also be used to check the in place asphalt thickness against the required thickness. The plant will be monitored each day that paving operations are occurring. Two samples will be taken from the plant to be used for extraction and gradation testing once per every five days the plant is in operation.

The county will provide personnel to inspect the placement of the asphalt.

All testing methods are to be in compliance with STI 400.

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PROPOSAL SHEET

FEE PROPOSAL:

Bidder to submit a fee proposal to perform the work referenced in this RFQ.

No work outside the scope of work contained in this RFQ will be performed without the advanced written consent of the County Administrator or Finance Director.

Any change orders MUST to be pre-approved by the County before any additional work can begin.

AGENCY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NAME: _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

DATE

SIGNATURE / TITLE

EXCEPTION SHEET

If Commodity(s) and/or Service quoted in proposal is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

DATE

SIGNATURE/TITLE

COMPANY

REQUIRED DOCUMENTS:

The following forms are required and must be provided with the proposal:

- **COPY OF THE BUSINESSES W-9**
- **COPY OF THE BUSINESS LICENSE**
- **COPY OF ANY PROFESSIONAL LICENSURE ASSOCIATED WITH THE WORK TO BE PERFORMED.**
- **CERTIFICATE OF INSURANCE**
- **COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT**
- **COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT**
- **DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT A)**
- **PROMISE OF NON-DISCRIMINATION STATEMENT (ATTACHMENT B)**
- **DISCLOSURE OF RESPONSIBILITY STATEMENT (ATTACHMENT C)**
- **NON COLLUSION AFFIDAVIT (ATTACHMENT D)**
- **CONTRACTOR AFFIDAVIT AND AGREEMENT (ATTACHMENT E)**
- **DISCLOSURE OF RESPONSIBILITY STATEMENT (ATTACHMENT F)**
- **AFFIDAVIT REGARDING LOBBYING (ATTACHMENT G)**

Note: Proposals not fully completed will be considered incomplete and may be rejected

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ATTACHMENT A
DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the work;

and;

2. Each Sub-Contractor under the direction of the bidder shall secure the following written certification:

3.

_____ (Bidder) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of the work pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the work.

BIDDER

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by this presence, that I (We) _____

Name _____, (herein after “Company”), Title _____

In consideration of the privilege to Bid on the following Effingham County Procurement titled **RFQ No. 17-022 - Road Resurfacing - Testing Services** hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Bid submitted to Effingham County or the performance of the contract resulting there from;

B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of an incorporated by reference in the contract which this Company may be awarded;

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

ATTACHMENT C

BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Georgia Department of Transportation, any Federal Department or Agency, Board of Education or local municipality.

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation, Federal Government, Board of Education or local municipality.

(c) I further acknowledge that this firm will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

(Date)

(Signature)

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

I, _____ certify that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)
(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:
IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

ATTACHMENT E

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 that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security 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 shall agree to use this program for any newly hired employees throughout the duration of the contract.

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 Effingham County, contractor will secure from such subcontractors) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

Notary Public

My Commission Expires: - _____, 20 ____

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

ATTACHMENT F

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature

State of: _____

County of : _____

Subscribed and sworn to before me on this _____ day of _____ 2016

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission expires:

Resident State : _____

GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to this Bid.

Signed: _____

Date: _____

ATTACH COPY OF LICENCE(S)

ATTACHMENT H

Legal Notice

RFQ No. 17-022 – Road Resurfacing - Testing Services

Effingham County is seeking sealed quotes from qualified firms or individuals to conduct road resurfacing testing services.

Sealed quotes are due by **11.00am (local time) on April 5, 2017.** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Quote is available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 ext 4572 or via email: fcharleton@effinghamcounty.org

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL VENDORS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

TYPE CONSTRUCTION	MATERIAL	TEST PROCEDURES Name & <i>Number</i>	REPORT SM Report	SIZE OF SAMPLE	GUIDE FREQUENCY		LOCATION OR TIME OF SAMPLING	REMARKS
					ACCEPTANCE	QUALITY ASSURANCE		
402								
HOT MIX RECYCLED ASPHALTIC CONCRETE	Asphalt Cement	DSR-T-315	DOT-504	(2) 1 pt.	QPL-7	As per GSP-21	Storage Tank	
	Coarse Aggregate for Asphaltic Concrete	Wash 200 T11	DOT-658	45 lbs.	QPL-2	As necessary	Stockpile	
		Gradation T27						
	Fine Aggregate for Asphaltic Concrete	Gradation T11 & T27	DOT-658	20 lbs.	QPL-1	As necessary	Stockpile	
		Clay Lumps T112						
		Sand Equivalent GDT-63						
		Mica Content						
	Mineral Filler	Gradation T11 & T27	DOT-168	10 lbs.	QPL-81	One per 500 tons, per Type, per Source	Silo	
	In-Place Material	Thickness Measurement GDT-42 Method B	DOT-176		One per 1,000 ft, per 2 lanes	Observe 1 per 3 miles, per 2 lanes	Completed Course	
	Hydrated Lime	Physical & Chemical Analysis M303		1 qt.*	QPL-41	One per Quarter	Silo or Tanker	*air-tight container As required by SOP-17
		Gradation T219						
		Chemical T219						
	Release Agent	Slide & Soak Test GDT-113		1 qt.	QPL-39	One per Quarter	Nozzle of Delivery System	
	Complete Recycled Mixture	Extractions T11, GDT-38, GDT-73, GDT-83 or GDT-125, T-30	DOT-387	Varies per Mix Type	Minimum 1 per 500 tons	Two QA samples per 5 days production or 5 lots; 1 comparison sample per 10 days	Truck or Roadway	AASHTO T308 (Method A) As required by GSP 21
Abson Recovery GDT-119			1 per week, ≥ 20% RAP					
Compaction GDT-39, GDT-59 or GDT-73		DOT-386	Core	≥ 500 tons 5 per lot . < 500 tons 1 per 100 tons.		After Compaction	Small quantities may be accepted with less Compaction tests *Each test consists of 3 readings when Nuclear Gauge is used to determine Density	
Smoothness GDT-126		DOT 656	per 1 mile					