



FACILITIES COORDINATOR
800 Church Street, Suite B60, Waycross, GA 31501

Phone: 912-287-4480 | Cell: 912-281-9964

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INVITATION TO BID

COMMERCIAL FLOORING CONTRACTORS

The Ware County Board of Commissioners is seeking bids from Commercial Flooring Contractors to replace the flooring of the Public Safety and Fire (PSAF) Administration facility located at 3395 Harris Rd, Waycross, GA 31503 with a mixture of commercial-grade Luxury Vinyl Tile (LVT) and Carpet Tile (CT).

Scope of Work Shall Include: Perform all work in accordance with all applicable codes, local ordinances, and requirements of Ware County. The Contractor shall provide all required labor, materials, equipment, and permits to provide a 100%-completed project.

Contract Time: Contract term shall be no longer than **30 calendar days** from the date provided in the Notice to Proceed, unless otherwise deemed appropriate by the Owner.

Obtaining Specifications: The bid package and specifications are free of charge and may be picked up at the Ware County Commission Office, 800 Church Street, Suite 223, Waycross, GA 31501 (Phone: 912-287-4300), or downloaded from the Ware County website at www.warecounty.com. To ask questions and/or examine the site/work involved, bidders should contact Spencer Baxley, Facilities Coordinator by phone at 912-287-4480.

Bonds and Insurance:

1. Contractor must provide proof of General Liability Insurance in the amount specified (or greater).
2. Contractor must provide proof of Worker's Compensation Insurance as required by law or a Worker's Compensation Exemption Affidavit.

Submitting Bids: Bids shall be received until **10:30 AM on Wednesday, October 11, 2017**, in the Office of the Board of Commissioners (Attention: Spencer Baxley) located at 800 Church Street, Suite 223, Waycross, GA 31501, and shall be opened after that time. No bids received after this date and time shall be opened or considered.

Preservation of Rights: The Owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities, and irregularities. The Owner reserves the right to accept the bid, which in their judgment, is in the best interests of Ware County.

INSTRUCTIONS TO BIDDERS

It is the intent of Ware County to award this contract to the best and/or lowest bid price in the best interest of Ware County. Ware County is asking for pricing to be unit-based in the event that items are deleted, changed, or additional work is added such that the contract value has changed.

Each bidder shall include all costs for equipment, labor, materials, fees, and other cost factors in their bid price. Ware County reserves the right to negotiate with the successful bidder before or after award of the contract for any value engineering that may save Ware County money and attain the same goal.

Each Bidder shall submit, **with their bid**:

A Schedule of Values for unit price breakdowns to demonstrate bid pricing that will allow changes in work to be added or deducted.

1. Executed Contract Form
2. Executed Contractor's Warranty
3. Proof of insurance coverage meeting requirements
4. Proof of Worker's Compensation Insurance coverage or executed Exemption Form
5. E-verify documentation or Exemption Form
6. Copy of current valid business license

Bids will be opened and read as stated in the Invitation to Bid. **All bids must be signed and submitted on the same form as the specimen shown on pages 10 through 19 of this document.** All blanks on the Bid Form must be filled in. The completed form shall be without interlineations, alteration, or erasure. Failure to submit a bid in the form requested may render the bid irregular and give sufficient cause for rejection of the bid.

Bids shall be received until 10:30 AM on Wednesday, October 11, 2017, in the County Commission Office (Attention: Spencer Baxley) located at 800 Church Street, Suite 223, Waycross, GA 31501, and shall be opened after that time. No bids received after this date and time shall be opened or considered. Bids are to reach the address designated in the Invitation to Bid no later than the time and date named in the Invitation to Bid.

Bids may be withdrawn by Contractors prior to the time set for official opening. After time has been called, no proposal may be withdrawn for a period of sixty (60) calendar days. Negligence or error on the part of any bidder in preparing his/her proposal will confer no right of withdrawal or modification of his/her proposal after time has been called.

NEGOTIATION

Ware County reserves the right to negotiate with the lowest and/or best bidder for value engineering changes, after bid opening and establishment of the lowest and/or best bid, before the contract is awarded and/or after contract award.

Negotiations will not be made to increase the contract price except in the instance of additional work added to the contract.

ADDITIONAL WORK

Ware County reserves the right to make additions to the work of this contract per the contract unit pricing structure and the contract documentation and through negotiations with the Contractor for work on this or other projects, for a period of one year, and any subsequent renewals thereof.

BONDS & INSURANCE

No Bonds are required, because the Owner is paying by approved invoices, for work completed in place and approved by the Owner only.

Contractor must provide proof of General Liability Insurance in the amount of \$1,000,000.00 and insurance for vehicles at \$500,000.00. Ware County is to be named "Additional Insured" under Contractor's policy.

Contractor must provide proof of Worker's Compensation Insurance coverage as required by law, or a properly completed Worker's Compensation Exemption Affidavit (found in this document).

AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids and to waive all minor technicalities, informalities and irregularities. The Owner reserves the right to accept the bid, which in their judgment, is in the best interests of Ware County.

SUBMITTALS

Each Bidder shall submit, **with their bid**:

1. A Schedule of Values for unit price breakdowns to demonstrate bid pricing that will allow for changes in work to be added/deducted.
2. Executed Contract Form.
3. Executed Contractor's Warranty.
4. Proof of Liability Insurance coverage meeting contract requirements.
5. Proof of Worker's Compensation coverage or executed Exemption Form.
6. E-verify compliance or exemption documentation.
7. Copy of current valid business license.

NOTICE TO PROCEED

Upon receiving and approving all the required submittal data, the Owner shall issue (in writing by letter, fax, or email) a "Notice to Proceed" and the Contractor may then begin work in accordance with an approved work schedule being established.

SCHEDULING OF WORK

The Contractor shall schedule Work, with the Owner and any other entity involved, to ensure that work flows smoothly without damage to, or hindrance of, the Contractor or entities involved.

TIME ALLOWANCE

The contract term shall be no longer than **30 calendar days** from the date provided in the Notice to Proceed, unless otherwise deemed appropriate by the Owner.

APPLICATIONS FOR PAYMENT

Work may be billed after fulfillment of all contract obligations. Subsequent work additions or repairs shall be billed upon their completion.

The Contractor shall submit to the Owner an itemized invoice, for approval and payment, for work in place completed and accepted. All invoices shall list the items and quantities of work done, and list the unit cost per the contract pricing.

SCHEDULE OF VALUES

Complete the Schedule of Values provided, fill in all blanks and return with the bid form. Schedule of Values must be completed and turned in with the bid form. **All bids submitted without completion of the Schedule of Values will not be considered.**

E-VERIFY

E-Verify Requirements for Contractors (O.C.G.A. §§ 13-10-90; 13-10-91)

E-Verify Requirements:

1. All companies and persons that contract with Ware County Board of Commissioners shall be in compliance with the current E-Verify Federal Work Authorization Program laws and standards.
2. All are required to execute the attached compliance or non-compliance forms supplied in the bid package as is applicable for your circumstance.

Current Law:

1. Any Contractor who contracts with a public employer for the physical performance of services is required to sign and submit an E-Verify affidavit to the County. If the Contractor has no employees, they are not required to sign an affidavit, but are required to present an approved state issued identification card/driver's license from an approved state as provided on the Attorney General's website. Subcontractors and Sub-subcontractors are also required to follow these requirements.
2. The Attorney General's Office has advised that "physical performance of services" includes public works and public works related contracts including repair, maintenance, and operations. It does not apply to goods or to most professional services.
3. The definition of public employer only applies if your government has more than one employee. While this applies to all County governing authorities, it may not apply to all County authorities.
4. SB 160 requires any Contractor that contracts with a County for the physical performance of services in which the labor or services exceed \$2499.99 to sign and submit an E-Verify to the County unless (a) the Contractor has no employees (in which case they must present an approved state issued identification card/driver's license from an approved state as provided on the Attorney General's website), or (b) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Subcontractors and Sub-subcontractors are also required to follow these requirements.

GENERAL REQUIREMENTS

1. Remove all existing flooring with minimal impact to emergency services.
2. Repair any major imperfections to subfloor as necessary for the installation of Luxury Vinyl Tile (LVT) and Carpet Tile (CT) systems.
3. Prepare flooring for the use of LVT and CT systems.
4. Install LVT and CT systems per manufacturer's instructions.
 - a. See **Attachment A** for drawings depicting LVT and CT areas.
5. Ensure areas remain clean/clear of debris and materials as much as possible to ensure employee safety.

CLEAN UP & DISPOSAL

The Contractor is required to keep the work area clean and free of any debris and to legally dispose of all waste materials including cleanup and disposal of any spills of hazardous materials.

DAMAGE

The Contractor shall be fully responsible for the safety and good condition of all work and materials and shall take care to not damage existing items to remain, new items installed, other components, and all persons (employees or visitors) and personnel involved in the fulfillment of the Contract.

DAMAGE COST

All restoration of damages shall be done without any cost to the Owner. If Ware County must expend any funds for council or lawsuit to collect the monies due, the Contractor agrees to reimburse Ware County all restoration and legal cost.

CONTRACTURAL AGREEMENT

The Contractor, awarded the bid, shall be bound by and agrees to all the conditions set forth in this bid package, specifications, and any attachments thereto. The Contractor agrees to complete and sign the contract agreement included in this bid package and be bound thereunto.

Should the contracting company have a requirement that Ware County sign their own contractual agreement, the company agrees to, and shall modify their contractual agreement to be in agreement with the terms of this bid document, specifications, negotiated changes and attachments thereto, including a statement that the Ware County contract documents take precedent in case of dispute or contradictions in language.

TERMINATION OF CONTRACT

Ware County may, at any time they deem necessary, terminate this agreement with written notice, for any justifiable reason, such as incompetence in performing the contract requirements. Payment shall be made for all approved work in place and approved materials on site. No payment shall be made for unapproved or unacceptable work in place or materials on site.

WARRANTY

Manufacturer's Warranty: Replacement parts shall be provided with the manufacturer's standard warranty. In the event that replacement parts fail during the warranty period, they shall be replaced free of charge. Note on the field work order and billing invoice the warranty time for each replacement part and/or provide a written warranty for each item used.

Contractor's Warranty: The Contractor shall warrant all work and materials to be free from defects and failure. Should work or materials fail during the warranty period, the Contractor agrees to replace said failures at no cost to Ware County and in a timely manner. Should the Contractor fail to fulfill the warranty obligations, Ware County may use any means necessary to make the work right and charge all costs to the Contractor, who agrees to pay all such costs.

BID FORM—SCHEDULE OF VALUES

| SCHEDULE OF VALUES (1 OF 1) | | |
|-------------------------------------|-----------------------|------------------|
| ITEM 1: MATERIALS | | |
| ITEM DESCRIPTION | UNIT | UNIT COST |
| Luxury Vinyl Tile (LVT) | 2,783 ft ² | |
| Carpet Tile (CT) | 4,790 ft ² | |
| ITEM 2: LABOR | | |
| ITEM DESCRIPTION | UNIT | UNIT COST |
| Installation | | |
| TOTAL OF MATERIALS AND LABOR | | |

SCHEDULE OF VALUES MUST BE COMPLETED AND RETURNED WITH BID

PSAF FLOORING BID

It is the intent of these specifications to describe the items needed and requirements to be met to provide Ware County with replacement flooring in the Public Safety and Fire Administration facility as outlined in the bid documents, specifications, and attachments thereto. Ware County will not be responsible for any charges not shown on this contract, without prior approval from the Facilities Coordinator or his designee.

Having carefully examined the specifications entitled **PSAF FLOORING BID**, as well as inspecting the premises and conditions affecting the work, the undersigned proposes to furnish all services, equipment, materials and labor called for by them, for the replacement of the flooring, for the sum of:

_____ **DOLLARS**
(WRITTEN OUT AMOUNT)

_____ **WHICH SUM IS HEREINAFTER CALLED THE BASE BID**
(AMOUNT IN NUMBERS)

The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

Upon notification by mail, facsimile, delivery, phone or email of the acceptance of this proposal the undersigned agrees to execute within ten (10) calendar days all contract documents for the completion of all work specified.

Award of the contract shall be made by Ware County and the Contractor will be notified in writing by letter, fax, or email, and will have no more than ten (10) days to produce all submittal items required to issue a "Notice to Proceed".

By submitting this proposal, Contractor certifies this proposal is made without prior understanding, agreement or connection with any corporation, firm or individual submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. Contractor further agrees that he understands collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. By submitting this proposal Contractor agrees to abide by all conditions of this proposal.

BID FORM

Sign below in ink in the space provided. **Unsigned bids will be considered incomplete and will be subject to rejection.**

It is agreed by the undersigned bidder that the signing and delivery of this bid represents the bidder's acceptance of the terms and conditions of the specifications and provisions, and if awarded this bid, will perform in accordance with this agreement.

| | | |
|------------------------|---------------------|---------|
| (COMPANY NAME) | | |
| (ADDRESS) | (CITY, STATE, ZIP) | |
| (PHONE) | (FAX) | (EMAIL) |
| (AUTHORIZED SIGNATURE) | (PRINTED SIGNATURE) | |
| (TITLE OF SIGNATORY) | (DATE OF SIGNING) | |

Is any Owner or officer of the bidder an employee of Ware County or related as closely as third cousin to a Ware County Commissioner or other elected official of Ware County?

CHECK ONE: YES OR NO

Waycross & Ware County vendors submitting a bid MUST have a valid City and/or County business license.

COMPLIANCE: YES OR NO

| | | |
|-----------------------|-------------------------|-------------------|
| (CITY LICENSE NUMBER) | (COUNTY LICENSE NUMBER) | (EXPIRATION DATE) |
|-----------------------|-------------------------|-------------------|

ANY BID NOT CONTAINING THIS INFORMATION WILL NOT BE CONSIDERED

WARE COUNTY CONTRACT AGREEMENT

Sign, date, notarize, and return this page with the bid documents. This page will be signed, dated, and notarized by the County after approval of the bid. Signing this document thereby binds the Contractor to all items included in the bid package. The bid documents, amendments and attachments are a part of the contract and the Contractor agrees to be bound and to perform in accordance with all the content therein.

APPROVED BY AUTHORIZED REPRESENTATIVE OF CONTRACTOR

| | |
|---|---------------------|
| (COMPANY NAME) | |
| (ADDRESS) | (CITY, STATE, ZIP) |
| (AUTHORIZED SIGNATURE) | (PRINTED SIGNATURE) |
| (TITLE OF SIGNATORY) | (DATE OF SIGNING) |
| (MONTH, DAY, YEAR) | (NOTARY SEAL) |
| (NOTARY PUBLIC) | |
| (COMMISSION EXPIRATION; MONTH, DAY, YEAR) | |

APPROVED BY AUTHORIZED REPRESENTATIVE OF WARE COUNTY

| | |
|---|---------------------|
| (ENTITY NAME) | |
| (ADDRESS) | (CITY, STATE, ZIP) |
| (AUTHORIZED SIGNATURE) | (PRINTED SIGNATURE) |
| (TITLE OF SIGNATORY) | (DATE OF SIGNING) |
| (MONTH, DAY, YEAR) | (NOTARY SEAL) |
| (NOTARY PUBLIC) | |
| (COMMISSION EXPIRATION; MONTH, DAY, YEAR) | |

CONTRACTOR'S WARRANTY AGREEMENT

The Contractor hereby agrees to immediately remedy any failures in materials or workmanship, throughout the term of the contract, until the approved effective date shown below. Restorations shall be in conformance with the original bid documents for said project and at no cost to Ware County. Should Contractor fail to fulfill the obligations of this warranty in a timely manner, said Contractor grants Ware County the right to have the warranty work accomplished by others and the warranting Contractor shall pay all cost associated for the restoration work, damaged items and legal cost.

Sign, date, notarize, and return the following page in the bid package. Upon completion and acceptance of the project the warranty ending date will be entered and this page will be signed by Ware County's representative and a completed copy returned to the Contractor.

EFFECTIVE WARRANTY PERIOD ENDING DATE:

SIGNATURES ON PAGE 19

CONTRACTOR'S WARRANTY AGREEMENT

CONTINUED FROM PAGE 18

APPROVED BY AUTHORIZED REPRESENTATIVE OF CONTRACTOR

(COMPANY NAME)

(ADDRESS) (CITY, STATE, ZIP)

(AUTHORIZED SIGNATURE) (PRINTED SIGNATURE)

(TITLE OF SIGNATORY) (DATE OF SIGNING)

(MONTH, DAY, YEAR)

(NOTARY PUBLIC)

(COMMISSION EXPIRATION; MONTH, DAY, YEAR)

(NOTARY SEAL)

APPROVED BY AUTHORIZED REPRESENTATIVE OF WARE COUNTY

(ENTITY NAME)

(ADDRESS) (CITY, STATE, ZIP)

(AUTHORIZED SIGNATURE) (PRINTED SIGNATURE)

(TITLE OF SIGNATORY) (DATE OF SIGNING)

(MONTH, DAY, YEAR)

(NOTARY PUBLIC)

(COMMISSION EXPIRATION; MONTH, DAY, YEAR)

(NOTARY SEAL)

STATEMENT OF NO BID

(COMPANY NAME)

(AUTHORIZED SIGNATURE)

(PRINTED SIGNATURE)

(PHONE NUMBER)

(DATE OF SIGNING)

Please explain your reasoning for not bidding below. This will help us improve our bidding process.

E-VERIFY FORM

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Ware County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

| | |
|---|-------------------------|
| (FEDERAL WORK AUTHORIZATION USER IDENTIFICATION NUMBER) | (DATE OF AUTHORIZATION) |
| (NAME OF CONTRACTOR) | (NAME OF PROJECT) |
| (NAME OF PUBLIC EMPLOYER) | |

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

| | |
|----------------------------------|-------------------------------------|
| (COMPANY NAME) | |
| (SIGNATURE OF EXEMPT CONTRACTOR) | (PRINTED NAME OF EXEMPT CONTRACTOR) |

EXECUTED ON

| |
|--------------------|
| (MONTH, DAY, YEAR) |
|--------------------|

IN

| |
|---------------|
| (CITY, STATE) |
|---------------|

SUBSCRIBED AND SWORN BEFORE ME ON

| |
|--------------------|
| (MONTH, DAY, YEAR) |
|--------------------|

| |
|-----------------|
| (NOTARY PUBLIC) |
|-----------------|

| |
|---|
| (COMMISSION EXPIRATION; MONTH, DAY, YEAR) |
|---|

| |
|---------------|
| (NOTARY SEAL) |
|---------------|

E-VERIFY EXEMPTION FORM

Contractor Exemption Affidavit Pursuant to O.C.G.A. § 13-10-91(5)

By executing this affidavit, the undersigned verifies that he/she has not hired and does not intend to hire employees for purposes of satisfying or completing the terms and conditions of any part of the applicable contract(s) with Ware County. The undersigned understands that he/she must provide a copy of his/her state issued driver's license or state issued identification card, and that the driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States that verifies lawful immigration status prior to issuance of that card.

The undersigned understands that if he/she or one of his/her subcontractors later determines a need to hire employees to satisfy or complete the physical performance of services under the applicable contract, then they shall first be required to comply with the affidavit requirements exempted from herein.

By executing this affidavit, the undersigned verifies compliance with O.C.G.A. § 13-10-90 and O.C.G.A. § 13-10-91 and the above statements, and therefore is not required to register with and/or utilize 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 the above referenced code sections.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

(COMPANY NAME)

(SIGNATURE OF EXEMPT CONTRACTOR)

(PRINTED NAME OF EXEMPT CONTRACTOR)

EXECUTED ON _____
(MONTH, DAY, YEAR)

IN _____
(CITY, STATE)

SUBSCRIBED AND SWORN BEFORE ME ON

(MONTH, DAY, YEAR)

(NOTARY PUBLIC)

(COMMISSION EXPIRATION; MONTH, DAY, YEAR)

(NOTARY SEAL)