



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Chauncey Wilmore
Senior Procurement Officer

January 31, 2018
ADDENDUM #2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: **18-029-NT, LMIG Project Guardrail Repair & Installation**

The Invitation for Bids, referenced above, is modified as follows:

1. Correction on Attachment "A" documents

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Nancy Tharpe

Nancy Tharpe
Procurement Officer II

Attachment "A"
Required Submission Documents

| BIDDER INFORMATION | |
|--|-------|
| Company Name: | |
| Company Address: | |
| Authorized By (typed or printed name): | |
| Title: | |
| Authorized Signature: | Date: |
| Telephone Number: | |
| Fax Number : | |
| Email Address: | |
| Company's Web Page: | |

| REMITTANCE INFORMATION (where payments should be sent) | | | |
|---|--------|------------|---------|
| Remit to Name: | | | |
| Remit to Address: | | | |
| City: | State: | Zip: | County: |
| Phone: | Fax: | Toll Free: | |
| Contact: | | Email: | |
| Tax ID: <input type="checkbox"/> SSN _____ Federal Tax ID _____ | | | |
| Business Type: <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Misc. | | | |

| PURCHASE ORDER INFORMATION (where purchase orders should be sent) | | | |
|--|--------|------------|---------|
| Purchase Order Name: | | | |
| Purchase Order Address: | | | |
| City: | State: | Zip: | County: |
| Phone: | Fax: | Toll Free: | |
| Contact: | | Email: | |
| Payment Terms: Discount _____% No. Days _____ Net Due _____ | | | |
| Freight Terms: Ship Via: _____ FOB _____ | | | |

| MBE/DBE/WBE STATUS (check appropriate box(es)) | | | |
|---|-----------------------------------|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Native American | <input type="checkbox"/> Asian American |
| <input type="checkbox"/> Disabled | <input type="checkbox"/> Veteran | <input type="checkbox"/> Woman-Owned | <input type="checkbox"/> Not-Applicable |

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

| NAME OF PROJECT/DATE | LOCATION | CONTACT | PHONE # |
|----------------------|----------|---------|---------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment "A"
Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ____, do not ____, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

| NAME/ADDRESS | TYPE OF WORK | % of Contract |
|--------------|--------------|---------------|
|--------------|--------------|---------------|

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Contractor Name

Attachment “A”
Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ____, do not ____, propose to employ the minority sub-contractors as listed below on some of the work on this project.

| NAME/ADDRESS | TYPE OF WORK | % of Contract |
|--------------|--------------|---------------|
|--------------|--------------|---------------|

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Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

___ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: _____

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

EEV/E-Verify™ User Identification Number

Date of Authorization

Check if exempt

By: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

* or any subsequent replacement 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.

Attachment "A"
Required Submission Documents



Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 2018.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

NON COLLUSION AFFIDAVIT

| | |
|----------------------|----------------------|
| Date: | |
| Project: | Bibb County, Georgia |
| Project #: | |
| Project Description: | |
| Services Provided: | General Contracting |
| State of: | Georgia |
| County of: | Bibb |

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)

STATUTORY PAYMENT BOND

Project Number and Name:

Construction Professional:

Bond Number:

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Construction Professional)** as Principal (hereinafter referred to as the "Principal") and **(Legal Title and Address of Surety)** as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the **Local Government** as Obligee (hereinafter referred to as "Owner") for the use and benefit of all persons doing work or furnishing labor, materials, machinery, or equipment under or for the purpose of the Project (as hereinafter defined), in the amount of _____ DOLLARS (\$_____) to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Owner dated _____ (hereinafter the "Contract") for construction of a project known as **(Insert Name of Project)** (hereinafter the "Project"), and such Contract is incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are as follows:

1. If the Principal shall promptly pay in full every person doing work or furnishing labor, materials, machinery, or equipment for the Project, then this obligation shall be void; otherwise it shall remain in full force and effect.
2. This Payment Bond is governed by the laws of the State of Georgia, is furnished in accordance with the Georgia Local Government Public Works Construction Law, O.C.G.A. §§ 36-91-1 *et seq.*, shall be subject to increase in the penal sum of the bond pursuant to such statute and the provisions of the Contract, and is construed in accordance with applicable statutes.
3. The Surety hereby waives notice of any and all modifications, amendments, changes, deletions, additions, or alterations to the Contract, and agrees that the obligations arising under this Bond shall not be impaired in any manner by any reason of any such modifications, amendments, changes, deletions, additions, or alterations.
4. Every person who has not been paid in full for supplying labor, materials, machinery, or equipment for the Project before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person, or the material or machinery or equipment was furnished or supplied by such person for which claim is made, shall have the right to bring an action on this Payment Bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due such person, subject to the requirements of the Georgia Local Government Public Works Construction Law.
5. The Contractor and Surety agree that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, machinery, or equipment furnished to or for the Project.
6. For the purposes of this bond, notice shall be sent to the Surety at the following address:

Name:

Address:

City:

State:

Zip Code:

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

ATTEST (Seal)

(Name of Construction Professional)

Secretary (Note 1)

By _____
President

(Seal)

(Name of Surety) (Note 2)

By _____
(Title)
Resident Georgia Agent *

Note 1. Please apply seal of Corporation over Secretary's Signature. Otherwise "(Seal)" shall constitute such seal.

Note 2. Please apply seal of Surety. Otherwise "(Seal)" shall constitute such seal. Arrange for countersignature by a "Resident Georgia Agent" of Surety in order to comply with surety regulations of Georgia.

(*) Attach Power of Attorney

STATUTORY PERFORMANCE BOND

Project Number and Name:

Construction Professional:

Bond Number:

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Construction Professional)**, as principal (hereinafter called the "Principal"), and **(Legal Title and Address of Surety)**, as surety (hereinafter called the "Surety"), are held and firmly bound unto the **Local Government**, as Oblige (hereinafter called the "Owner"), in the amount of _____ DOLLARS (\$ _____), the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Owner dated _____ (hereinafter the "Contract") for construction of a project known as **(Insert Name of Project)** (hereinafter the "Project"), and such Contract is incorporated herein by reference;

NOW THEREFORE, the conditions of this obligation are as follows:

1. If the Principal shall completely and promptly perform each and all of the requirements of the Contract, including any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and if the Principal and the Surety shall indemnify and hold harmless the Owner from any and all losses, liability, damages, claims judgements, liens, costs, and fees of every description, arising from the Project or under the Contract, whether imposed by law or equity, which may be caused by the failure or default of the Principal in the performance of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.
2. In the event of the failure of performance of the Contract by the Principal, which shall include, but is not limited to, any breach or default of the Contract, the Surety, upon demand by the Owner, shall undertake and complete such required performance and cure any breach or default of the Contract. The Surety shall not assert any action or inaction of the Principal as justification for the Surety's failure to timely perform the obligations of this Bond.
 - a. The Surety shall commence performance of its obligations and undertakings hereunder no later than thirty (30) days after receiving notice of the Principal's failure of performance. If the Surety fails to commence performance as required herein within such period of time, or if the Surety otherwise breaches its obligations to the Owner under this Bond and the Contract, the Surety shall be liable to the Owner for Owner's actual damages, including but not limited to all costs of litigation and attorneys' fees, plus any penalties as may be provided by law.
 - b. The means, methods, or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Owner, such approval shall not be unreasonably withheld.
 - c. If the Surety fails or refuses to perform as provided above, or if the Owner and the Surety cannot agree as to the means, methods, or procedure of performance by the Surety, the Owner shall have the right, through itself or others, to do all or any part of the remaining work to be performed by the Principal, and without limiting its other obligations hereunder, the Surety shall pay the Owner any losses or damages resulting therefrom.
3. The Surety hereby waives notice of any and all modifications, amendments, changes, deletions, additions, or alterations to the Contract, and agrees that the obligations arising under this Bond shall not be impaired in any manner by any reason of any such modifications, amendments, changes, deletions, additions, or alterations. The obligations arising under this Bond shall not be impaired by the Owner's performance of any work on the Project.
4. The Surety shall not assign or delegate any rights or obligations under this Bond without the written consent of the Owner, such consent shall not be unreasonably withheld.
5. The Surety agrees that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, or services furnished to or for the Project.

