BILL C. PEACOCK
Director - Purchasing

DOUGLAS COUNTY BOARD OF COMMISSIONERS

PURCHASING DEPARTMENT
8700 Hospital Drive • Douglasville, GA 30134
Telephone (770) 920-7247 • Fax (770) 920-7219

December 9, 2015

Subject: Douglas County, Georgia, Board of Commissioners
Invitation to Bid – Gravel Materials
Solicitation No. 15-018

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering gravel materials for the Douglas County Department of Transportation, Douglas County Georgia.

The Bid due date is December 30, 2015 no later than 1:00 pm ET. The Bid Opening will be held on December 30, 2015 at 1:00 p.m., ET, at the Douglas County Courthouse, Third Floor, Purchasing Bid Opening Room, 8700 Hospital Drive, Douglasville, Georgia. You are invited to attend, or submit your Bid prior to the deadline as stated in the attachments. Each Bid should be marked on the outside of the envelope with: **"Sealed Bid for Gravel Materials, 15-018".**

Thank you in advance for your interest and we look forward to your participation.

Sincerely,

Bill C. Peacock
Purchasing Director

Attachments

DOUGLAS COUNTY, GEORGIA, BOARD OF COMMISSIONERS
Purchasing Department
12/2015
INVITATION TO BID
Solicitation No. 15-018
Gravel Materials

The Douglas County Board of Commissioners is accepting sealed bids for Gravel Materials for Douglas County, Georgia projects. Bids for this material will remain firm for a one-year term, with options to renew for additional one-year terms. The effective term will be January 1, 2016 through December 31, 2016.

All information for interested bidders, and bidding documents may be obtained at the office of the Douglas County Purchasing Department, (770.920.7263), located on the third floor of the Douglas County Courthouse, at 8700 Hospital Drive, Douglasville, Georgia.

Sealed bids in response to this Invitation will be received by the:

Douglas County Board of Commissioners
Bill Peacock - Purchasing Director
3rd Floor
8700 Hospital Drive
Douglasville, Georgia 30134

The Bid due date is December 30, 2015 no later than 1:00 PM ET. **Bids will be opened at 1:00 PM ET on the bid Due Date in the Purchasing Bid Opening Room on the third floor of the Courthouse.** You are invited to attend, or submit your bid prior to the deadline. Each response should be marked on the outside of the envelope with**: "Sealed Bid for Gravel Materials, 15-018."** Bids may be mailed or hand delivered to the Purchasing Department.

Douglas County reserves the right to waive any informalities, to reject any and all bids, to evaluate bids, to accept portions of any bids and to accept any bid, which in its opinion, may be in the best interest of the County. The County reserves the right to add to or delete from the contract after the contract has been awarded.

No bid will be received or accepted after the above specified date and time of the bid opening. Bids submitted after the designated date and time will be deemed invalid and returned unopened to the bidder.

No bid may be withdrawn within thirty (30) days after the bid opening and all bids shall remain firm during this period.

INVITATION TO BID
Solicitation No. 15-018
GRAVEL MATERIALS
December 2015
BID FORM/PRICING SHEET

Please submit your best price and availability to supply Gravel Materials for various projects for the Douglas County, Georgia, Board of Commissioners. All bids for this material must be firm for a one (1) year period, beginning January 1, 2016 through December 31, 2016. It is our intent to obtain these materials from the plant nearest to the work site locations within Douglas County, Georgia.

Please list prices below for each product, per net ton in Trucks, FOB: Plant.

Description	Location – Douglasville, Georgia
1. Rip Rap (Pit)	$
2. Type I Rip Rap	$
3. Type III Rip Rap	$
4. Surge Stone	$
5. Graded Aggregate Base	$
6. Commercial GAB	$
7. S-3 (#34) Stone	$
8. #4 (1-1/2" – ¾")	$
9. #5 (1" –1/2")	$
10. #57 (1" - #4)	$
11. #6 (3/4" – 3/8")	$
12. #67 (3/4" –3/8")	$
13. #7 (1/2" - #4)	$
14. #8 (Unwashed)	$
15. #89 Unwashed 3/8" down	$
16. M –10 (#4 – Down)	$
17. #810	$
18. Manufactured Sand	$

Company Name: _____

19. Mixed Stone	$
20. Natural Sand	$
21. Pond Sand (#50 – Down)	$
22. ½" Pea Gravel	$
23. #4 Pea Gravel	$

Please provide any other cost associated with the acquisition of this material from vendor's plant.

$_____

Delivery Charges (if required by Douglas County): $_____

Payment Terms:
_____

Number of days or hours (please state) required for the availability of material after request:

_____

Plant Location:
_____

Availability of Georgia Statewide Contract Pricing or Federal Supply Pricing. If either government pricing is available to Douglas County for the materials specified on Bid Form, please state which pricing structure is proposed, the Contract Number and the term of the referenced contract.
_____

By signature below bidder certifies that prices above are firm through one-year term after award date, which will be within 45 days of the bid opening.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ST:_____ZIP:_____
AUTHORIZED
SIGNATURE: _____TITLE:_____
PRINTED NAME:
_____DATE:_____

TELEPHONE/FAX NO'S:_____
FEDERAL I.D. NUMBER: _____

GENERAL CONDITIONS

PURPOSE

1. The purpose and intention of this invitation to bid issued by the Douglas County Purchasing Department is to afford all suppliers an equal opportunity to bid on all operating supplies, services, equipment, maintenance and repairs that are listed in the accompanying documents.

SPECIFICATIONS

2. Whenever standard Douglas County specifications are specified in any invitation to bid, or request for proposal, all bidders must comply with these specifications. Specifications other than standard specifications are to be considered as setting a standard of quality suitable to permit competition and at the same time protect the integrity of the purchasing process. It is the overall intent of the specifications to insure that the minimum needs of the County are met.

   Brand or trade names used herein are intended to establish quality standards, and are not intended to limit or eliminate competition.

   The County does reserve the right to specify that particular specifications be strictly adhered to, and brand or trade names not be substituted.

PURCHASING POLICY

3. All bidders are hereby put on notice that, in all purchasing and related activities, the Douglas County Purchasing Department shall pursue a policy of securing the greatest possible economy consistent with grades of quality of supplies and services that are adapted to the purpose for which they are required.

AWARD OF CONTRACT

4. The award of all contracts will be made in conformity with the above purchasing policy. Douglas County reserves the right to award items separately, grouped or on an "all or none" basis and to reject any or all bids and waive all informalities.

PRICING

5. All prices should be quoted in the unit of measure as required and shall be firm until bid is awarded unless otherwise specified.

CANCELLATION OF CONTRACT

6. In any of the following cases the Purchasing Department has the right to cancel any contract entered into under these Purchasing Rules and Regulations;

a. Breach of Contract;
b. In the event the contractor fails to furnish a satisfactory performance bond within the time specified, when such bond is required;
c. Failure of the contractor to make delivery within the time specified in the contract;
d. In the event any commodity of equipment is rejected for failure to meet specifications, non-conformity with sample or the items are not in good condition when delivered;
e Wherever the contractor is guilty of misrepresentation; i.e., misbranding of food or drugs;
f. Wherever the contract was obtained by fraud, collusion, conspiracy or other unlawful means, or the contract conflicts with any statutory and constitutional provision of the State of Georgia or the United States; or
g. Wherever Douglas County deems that a cancellation is in the best interest of the County provided that the Vendor be notified of such cancellation prior to production and/or shipment.

PERFORMANCE BONDS

7. Douglas County reserves the right to require a performance bond on all awards over $1,000.00.

NON PERFORMANCE

8. In the event contractor fails to perform in accordance with the specifications, the contractor will be deemed to be in default. The Purchasing authority shall notify the contractor verbally and in writing of incidence of nonperformance. If the contractor fails to perform in accordance with the contract specifications, within five (5) days after notice, as provided herein, the Purchasing Manager shall take appropriate action including but not limited to contract cancellation, collection proceedings, suspension or disbarment.

SUBSTITUTIONS

9. If bidding other than specified in the bid proposal, state brand, model number and submit illustrations and descriptive literature with bid in order that quality, suitability, and compliance with the specifications may be determined. Failure to do so may cause your bid to be disqualified.

DISCOUNTS

10. Discounts will be considered when making an award.

QUANTITIES

11. Douglas County reserves the right to increase or decrease the quantity as necessary at the same prices and terms stated in sellers bid proposal.

DELIVERY

12. All deliveries shall be F.O.B. Douglas County, Georgia. If the vendor fails to make delivery within a satisfactory time, Douglas County reserves the right to cancel the item and to purchase elsewhere charging the re-procurement costs, i.e., increase in price, cost of handling (if any), to the original vendor making the unsatisfactory, late or non-delivery cause for cancellation.

PAYMENT

13. Payments will not be made in advance. Payments will be made after satisfactory delivery and acceptance by Douglas County for goods and/or services based on the actual quantities installed and unit prices submitted on the Bid Form. This supersedes any Payment/Unit Price included in the bid documents and specifications.

BID RESPONSE

14. Bids should be submitted on the forms provided for this purpose and should be filled out with ink or typewritten and signed in ink. Do not erase, correct or white over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each one should be initialed. Failure to comply with these requirements may cause your bid to be disqualified.

CONTRACTUAL SERVICES

15. At the option of Douglas County and acceptance by the contractor this contract may be extended for two (2) additional twelve (12) month periods not to exceed 36 months at the same terms and prices.

INSURANCE

16. For general contracting exposure.

A) INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. The Contractor and Subcontractors shall secure and maintain during the life of this contract Worker's Compensation Insurance for all of their employees employed at the site of any Douglas County project, at statutory limits. The Employer's Liability shall have limits not less than $500,000.
2. Comprehensive General Liability Insurance – shall be in limits no less than $1,000,000 combined single limit per occurrence for aggregate or property damage. Property damage insurance shall be in broad form including complete operations.
3. Automobile liability coverage for owned, non-owned and hired. Such insurance shall be in limits no less than $1,000,000 combined single limit per occurrence.
4. Professional liability shall be in limits no less than $2,000,000 each claim made, and annual aggregate of $3,000,000

B) OTHER INSURANCE PROVISIONS

1. General Liability, and Automobile Liability insurance

A. The Owner and its officers, officials, employees and volunteers are to be covered as additional insured's with regards to any liability arising out of activities performed by or on behalf of the Contractor.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

C. The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Douglas County and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ninety (90) days' prior written notice by certified mail, return receipt requested, has been given to the Owner, Douglas County, Georgia, in care of the Douglas County Purchasing Department.

C) ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or otherwise acceptable to the Owner.

D) VERIFICATION OF COVERAGE.

Contractor shall furnish Douglas County with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. Douglas County further reserves the right to require complete, certified copies of all required insurance policies at any time.

E) SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Douglas County may request evidence of subcontractor's insurance at any time.

LOCAL PREFERENCE

17. Douglas County Board of Commissioners has approved the utilization of a local county preference to the Douglas County Code of Ordinance. The local preference may be used and allows for a local firm to be awarded the bid when not the lowest bidder, if the lowest bid is within 3% of the local company's bid amount, except for construction services, and road project expected to exceed $20,000, which will be subject to Georgia State law. If all bidders are local firms, this section does not apply.

INDEMNIFICATION AND GENERAL CONSTRUCTION TERMS

18. The contractor hereby agrees to protect, defend, indemnify and hold the county and its merit and contract employees, agents and officers free and harmless from any and all loses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the county arising in favor of any party.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at the sole expense of the contractor. Contractor also agrees to bear all other costs and expenses related, thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or the county or to enlarge in any way the contractor's liability but is intended solely to provide indemnification of the county from liability for property damage, property loss, personal injury, bodily injury or death to the contractors, the contractor's employees or any third persons or property arising from the contactor's performance hereunder.

The contractor agrees to keep informed and comply with all Federal, State, and local laws, policies, regulations, ordinances and codes, but not limited to, the contractors duty to provide a safe work environment and road conditions for the contractor's employees, subcontractors, county employees and third parties. This provision confers all safety responsibility, to include but not limited to, knowledge of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Highway Signs (SHS), Utility Accommodation Policy and Standards Manual, safety management, human resource management, and traffic management as it relates to all methods and forms of employee hiring and retention, safety signage, fall prevention, warning devices, safety barricades, safety fencing, work zone flaggers, scaffolding, motorist and pedestrian road and sidewalk detour direction and all other regulated safety requirements for the duration of The Work as is necessary to provide for the health and safety of the Contractor's employees, subcontractors, county employees, pedestrians, motorists and all third parties. Where and when applicable, warning devices shall be placed prior to the commencement of any road improvement work on any roads and shall remain in place until the conclusion of all Work.

GEORGIA SECURITY AND IMMIGRATION ACT OF 2006

19. As of July 1, 2007, all contracts with Douglas County must have a certification from the Contractor that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with the County to execute the Contractor Affidavit and Agreement. If subcontractors are engaged, they are required to execute the Subcontractor Affidavit. These affidavits are available to download from the Douglas County Purchasing Department website, located at www.celebratedouglascounty.com, or may be attached for your convenience in compliance with this requirement.

DISPUTE RESOLUTION

20. The jurisdiction and venue of any dispute arising out of this agreement shall lie with in the Superior Court of Douglas County, Georgia, and the governing law shall be the law of the state of Georgia.