

Thomas County Board of Commissioners

Purchasing Department

November 30, 2011

REQUEST FOR PROPOSAL

TCHC Glazing – Steel Windows, Glass Doors, Aluminum Storefront, Glass Transaction Counter, Interior Glass-Top Walls

TCHC 2011-08-5123-29

You are invited to submit a sealed proposal for providing **Glazing – Steel Windows, Glass Doors, Aluminum Storefront, Glass Transaction Counter, Interior Glass-Top Walls** for the Thomas County Board of Commissioners. Attached are the general conditions, standard instructions, proposal specification, and proposal form. Variation from the given specifications should be noted on the proposal form with an explanation of said variation(s) attached. Proposals are to be marked with offeror's name and address and labeled: **Glazing – Steel Windows, Glass Doors, Aluminum Storefront, Glass Transaction Counter, Interior Glass-Top Walls** and mailed or delivered to the following address no later than 5:00 p.m.; local time, Wednesday, December 7, 2011.

Deadline for receiving proposals::	<u>12/7/2011</u> (date)	<u>5:00 p.m.</u> (time)
Opening Date: (Purchasing Committee)	<u>12/8/2011</u> (date)	<u>8:00 a.m.</u> (time)
Tentative Award Date:	<u>12/13/2011</u> (date)	<u>9:00 a.m.</u> (time)

Address all proposals to:

THOMAS COUNTY BOARD OF COMMISSIONERS
Proposal for “Glazing – Steel Windows, Glass Doors, Aluminum Storefront, Glass Transaction Counter, Interior Glass-Top Walls”

ATTN: PURCHASING DEPARTMENT

P.O. Box 920

110 North Crawford St.

Thomasville, Georgia 31799

Any inquiries concerning this proposal should be made to Thelma Salter, Purchasing Agent, at the above location or at (229) 225-4100. tcpcpur2@rose.net.

UPON RECEIPT OF THIS INVITATION – PLEASE CALL OR E-MAIL CONFIRMATION OF RECEIPT.

GENERAL CONDITIONS

No proposals received after said time or at any place other than the time and place stated in the notice will be considered.

WITHDRAWAL OF PROPOSAL:

A offeror may withdraw his proposal before the expiration of the time during which proposals may be submitted without prejudice to the offeror, by submitting a written request of withdrawal to the Thomas County Board of Commissioners, Purchasing Department.

REJECTION OF PROPOSAL:

Thomas County may reject any and all proposals, and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Thomas County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the procedure. Thomas County will be the sole judge which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation or product of the various offerors.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The offeror may be required, upon request, to prove to the satisfaction of Thomas County that he/she has the skill and experience and the 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 offeror is not satisfactory, the proposal of such offeror may be rejected. The successful offeror 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 proposal, the offeror represents and warrants that such proposal is genuine and not fraudulent or collusive or made in the interest or in behalf of any person not therein named, and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a fraudulent proposal, or any other person, firm or corporation to refrain from submitting a proposal and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

INTEREST OF:

By submitting a proposal, the offeror represents and warrants that neither a Commissioner nor Chairman of Thomas County has, in any manner, an interest, directly or indirectly in the proposal or in the contract that may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to offerors, general conditions, and instructions for offerors, special conditions, specifications, proposal and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS TO OFFERORS

1. The written specifications contained in this proposal will not be changed or superseded except by written addendum from Thomas County. Failure to comply with the written specifications for this proposal may result in disqualification by Thomas County.
2. All goods and materials will be F.O.B. Thomas County Board of Commissioners – **job site**, no freight or postage charges will be paid by Thomas County unless such charges are included in the proposal price.
3. All proposals must be sealed, received and in-hand at proposal due date and time. Offeror assumes the responsibility for having his/her proposal received at the designated time and place without consideration, regardless of the postmark. Thomas County accepts no responsibility for mail delivery.
5. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal package to Thomas County, the first page of your proposal package should be the Proposal Form listing price, delivery, etc., unless the proposal form is requested to be in a separate sealed envelope.
6. No proposals received after said time or at any place other than the time and place stated in the notice will be considered.
7. Thomas County may reject any and all proposals, and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Thomas County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the procedure. Thomas County will be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation of the various offerors.
8. Telephone proposals will not be accepted unless stated in invitation.
9. No sales tax will be charged on any orders. Thomas County is exempt as outlined by Georgia State Law.
10. Offerors will state delivery time after receiving order.
11. Unless otherwise stated, all proposals submitted will be valid and may not be withdrawn for a period of 90 days from the due date of the proposal.
12. Any offeror who wishes to receive proposal tabulation is required to enclose a self-addressed stamped envelope or a valid e-mail address. The results will be mailed after tabulation is complete. Results of the proposals will not be available orally.

Specifications

Glazing – Steel Windows, Glass Doors, Aluminum Storefront, Glass Transaction Counter, Interior Glass-Top Walls for Thomas County Historical Courthouse

- I. **Scope:** This Work shall consist of furnishing materials and labor to install glazing in the Steel Windows in the Annex Building per the Plans and Specifications at the attached locations shown on Plan Sheets. Steel Frames will be installed by Thomas County prior to glazing. Contractor will furnish own lift capability. Provide and install aluminum storefront frames, all-glass doors, partial glass at top of interior walls, and transaction counter glass per the Plans and Specifications.
- II. **Materials:** The materials for the Glazing – Steel Windows shall be as specified in the project Plans and Specifications Sections 08-5123, unless otherwise specified by Thomas County. Replace the Solarban glass in the Specifications with PPG Glass Lite ¼" Sungate 500 on Clear (Surface #2). The materials for the all-glass doors and aluminum storefront shall be as specified in the project Plans and Specifications Sections 08-4000 and 08-4126, unless otherwise specified by Thomas County. For the all-glass door entrance to the Commissioners Conference Room 215 in the Annex, use a header over the door and delete the floor closer.
- III. **Equipment:** N/A
- IV. **Construction:** Construct the glazing, all-glass doors, aluminum storefront, partial glass wall tops and glass transaction counter in a structurally sound manner in accordance with the Plans and Specifications and manufacturers recommendations. Coordinate aluminum storefront framing with Wiregrass Electric and Thomas County for electrically powered door hardware to be mounted on frames. Coordinate transaction counter glass with Thomas County Superintendent and Pelham Variety and Construction who is framing and constructing the transaction counter.
- V. **Acceptance and Payment:** Upon final inspection and approval by Thomas County, Thomas County will accept and process an invoice for final payment.
- A. Measurement: Amount of completed glazed windows and glass related materials installed as a percent of completion based on approved milestones and an approved draw schedule.
- B. Payment: Payment in each case as specified above shall be full compensation for the work, the furnishing of all tools, machines and all other equipment necessary to complete the item.
- VI. **Insurance/Bonding:**
- A. EVIDENCE OF INSURANCE: Prior to execution of the contract, the Contractor shall file, with the Owner, evidences of insurance from the insurer, certifying to the coverage of the insurance required herein. The evidences of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer, and shall certify the names of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date. The evidences shall include the agreement of the insurer to give, by registered mail, notice to the Owner and at least 30 calendar days prior to the effective date of cancellation, lapse, or material change in the policy.
- B. CERTIFICATE OF INSURANCE: This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of the contract with the respect to which this certificate is issued, the

insurance afforded by the policies described herein is subject to the terms, exclusions and conditions of such policies. **Certificate Required.**

C. **CANCELLATION OF INSURANCE:** If the insurance is canceled, the Contractor shall deliver to the Owner new policies of insurance and the receipts for payment of premiums thereon. Should the Contractor neglect to obtain and maintain in force such insurance, and deliver such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance. The Contractor hereby appoints the owner his true and lawful attorney, to do the things necessary for this purpose. Money expended by the Owner under the provisions of this paragraph for insurance premiums shall be charged to the Contractor. Failure of the Owner to obtain such insurance shall in no way relieve the Contractor of his responsibilities under this contract.

D. **PUBLIC LIABILITY:**

1. Successful offeror will be required to furnish a certificate of liability insurance in an amount not less than (\$1,000,000.00) one million dollars per occurrence to protect the county throughout the life of the contract against "all risks". Coverage to include but not be limited to general liability; comprehensive form, premises/operations, underground explosion and collapse, products/completed operations, contractual, independent contractors, broad form property damage, personal injury, and automobile liability. Worker's compensation and employer's liability are to be statutory amounts. Certificate must be furnished within (10) ten calendar days of a "notice of award" being issued. **Certificate Required.**

2. Liability insurance shall indemnify the Contractor and his subcontractors against loss from liability, imposed by law, upon or assume under contract by the Contractor or his subcontractors, for damages on account of such bodily injury and property damage. The insurance shall also indemnify the Contractor and his subcontractors against losses related to completed operations and products. The insurance shall be provided by a comprehensive, broad form occurrence property damage liability policy written by licensed underwriters. The policies shall cover operations, owned and no owned vehicles and equipment, contractors' protective coverage blanket, contractual liability, and completed operations liability. The liability insurance shall not exclude explosion, collapse, underground excavation, or removal of lateral support and shall include cross liability. The Owner, the Construction Manager, the design engineer, and their officers, principals, agents, subcontractors, and employees shall be named as additionally insured on the liability policies. **Certificate Required.**

3. **WORKERS COMPENSATION INSURANCE:**

Contractor and the subcontractors shall cover or insure under applicable laws relating to workers compensation or employer's liability insurance, their employees, working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under the law. The contractor shall defend, protect, save harmless the Owner from and against claims, suits and actions arising from failure of the Contractor or the subcontractors to maintain such insurance. **Certificate Required.**

4. **BONDS: (Not applicable)**

a. **BID BOND:** Proposals must be accompanied by a proposal guarantee of not less than (5%) five percent of the total amount of the proposal. The guarantee may be in the form of a cashier's check, certified check, bank draft, or an irrevocable letter of credit made payable to Thomas County Commissioners, or a bid bond issued by a surety company licensed to issue such bonds in the State of Georgia. The guarantee shall insure the execution of the contract document and the furnishing of a payment bond and a performance bond. Upon the county naming a successful offeror, all other bid bonds will be returned at that time. **(Not applicable)**

b. PAYMENT AND PERFORMANCE BONDS: **(Not applicable)**

Thomas County will require the successful offeror to furnish a payment and performance bond, each in an amount not less than (100%) one hundred percent of the total proposal amount awarded prior to being issued a "notice to proceed" under a contract issued as a result of this request for proposal. Bonds must be submitted with (15) fifteen calendar days after being furnished a "notice of award". All bonds must be written on a surety company licensed to do business in Georgia.

c. SUBCONTRACTORS TO THE GENERAL CONTRACTOR: **(Not applicable)**

In addition, any subcontractor must provide (100%) one hundred percent payment and performance bonds to the successful contractor when the value of the subcontract to the successful offeror is (\$20,000.00) twenty thousand dollars or more. A copy of the subcontractor bonds issued to the contractor must be provided to the county before the subcontractor is allowed to do any work. Upon receipt of payment and performance bonds, successful offeror bid bond will be returned. All bonds must be written on a surety company licensed to do business in Georgia. Retainage will be held in compliance with Georgia Law.

d. RETAINAGE: Retainage will be held in compliance with Georgia Law. Thomas County normally holds (10%) ten percent retainage throughout the entire project and will release retainage at the point of final completion and final acceptance by the County.

5. E-Verify Public Contractor Compliance

(CONTRACTOR AFFIDAVIT AND AGREEMENT must be submitted with Proposal)

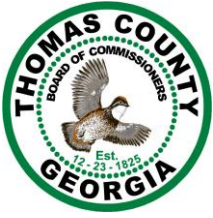
O.C.G.A. §13-10-91(b)(1) states, in part, "A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program. Before a bid for any such service is considered by a public employer, the bid shall include a signed, notarized affidavit from the contractor...." O.C.G.A. §13-10-91(b)(6) states, in part, "No later than August 1, 2011, the Department of Audits and Accounts shall create and post on its website form affidavits for the federal work authorization program." The Department of Audits and Accounts requested the assistance of the Department of Law to draft the affidavits required by this Code section:

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

Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(3)

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

This Code section addresses contracts for the physical performance of services. The Department of Law has been requested to provide guidance on the applicability of this Code section to contracts other than public works contracts. Public employers, as defined in O.C.G.A. §13-10-90, are strongly encouraged to review the guidance in the following PDF. The Georgia Department of Audits and Accounts' staff cannot provide legal advice or legal assistance regarding this guidance. Please consult your agency's attorney if you need legal advice or legal assistance beyond what is provided below.



Thomas County Board of Commissioners

Thomas County, Georgia

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 contracting with Thomas County Board of Commissioners and 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

I hereby declare under penalty of perjury that the foregoing is true and correct.

BY: Authorized Officer or Agent

Date

Printed Name and Title of Authorized Office or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____ 2011

Notary Public
My Commission Expires:

*As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule 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)

Place this page on the top of the Proposal Package

PROPOSAL FOR Glazing – Steel Windows, Glass Doors, Aluminum Storefront, Glass Transaction Counter, Interior Glass-Top Walls

Deadline for receiving proposals:: 12/7/2011 5:00 p.m.

BASE PROPOSAL (Materials and Labor)

\$ _____

Glazing – Steel Windows, Glass Doors, Aluminum Storefront, Glass Transaction Counter, Interior Glass-Top Walls

It is agreed by the undersigned offeror that the signature and submission of this proposal represent the Offeror's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will represent the agreement between the parties.

Company Name _____

Address: _____ City/State/Zip _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax Number: _____ E-Mail: _____

Signed (sign manually, in ink): _____
(Authorized Agent)

Name Printed: _____ Title: _____ Date: _____