

Camden County
Public Service Authority



PROJECT:
MAIN BUILDING
ROOF REPLACEMENT

INVITATION TO BID #PSA24-001

BID DUE:
June 12, 2024 4PM EST

INVITATION TO BID
CAMDEN COUNTY PUBLIC SERVICE AUTHORITY
MAIN BUILDING ROOF REPLACEMENT
Bid Number: PSA24-001
Due Date: June 12, 2024 4PM EST

On behalf of Facilities Management, Camden County Public Service Authority requests sealed competitive bids for a qualified contractor to furnish all labor, tools, materials and equipment to re-roof at the Camden County Public Service Authority, 1050 Wildcat Drive, Kingsland, GA. There is a **MANDATORY SITE VISIT** scheduled for Monday May 20, 2024 at 10:00 AM at the CCPSA office at 1050 Wildcat Drive, Kingsland, Georgia. Competitive sealed bids will be received at the CCPSA Office until, but no later than 4 PM EST Wednesday June 12, 2024 at which time said sealed bids will be publicly opened and contractor's names only will be read aloud.

One (1) original and two (2) copies of required bid documents must be submitted in a sealed envelope marked "CAMDEN COUNTY PUBLIC SERVICE AUTHORITY MAIN BUILDING ROOF REPLACEMENT– ITB #PSA24-001".

Bids may be withdrawn by written request only if the request is received prior to the time and date set for the opening bids. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of their bid after bid has been opened. No bids may be withdrawn for a period of ninety (90) days after the time and date of opening of bids.

CCPSA reserves the exclusive right to determine which bidder should be awarded the Contract. CCPSA also reserves the right to waive any irregularity or informality in a bid, and accept or reject any item or combination of items, when to do so would benefit the CCPSA. Also CCPSA may reject bids that do not contain all elements and information requested. CCPSA will not be liable for any cost/losses incurred by bidders throughout this process. CCPSA does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

The bidder will indemnify, defend, and hold harmless CCPSA from and against any and all claims, damages, losses, and expenses including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the bidder or anyone for whom the bidder is responsible.

Questions regarding this project may be directed by email to Ronnie Wilcox, Executive Director, at rwilcox@camdenpsa.com. All questions shall be received by May 24, 2024 and answered by May 31, 2024.

SCOPE

The installation of a new mechanical seam metal roof to replace the current metal roof. The existing roofing system is a metal roof. The roofing system is a metal deck, 29-gauge ag panel gallery blue metal sheets. The new metal roof should be similar. Installation will include: a new mechanical seam metal roof (color to be picked by the owner to coordinate with surrounding buildings), new ridge cap, and new flashing around plumbing stacks. The contractor will furnish the owner with a material and labor warranty for this project, clean up area, haul trash and debris from the job sites. Contractor shall furnish all labor, equipment, tools, and materials required to complete this project. The locations will be occupied during the work.

SPECIFICATIONS

1. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

2. Workmanship and Inspection

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the CCPSA deems incompetent or careless. Further, CCPSA may, from time to time, make inspections of the work performed under this contract. Any inspection by the CCPSA does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

3. Cleaning Up

The Contractor(s) shall at all times keep the adjacent areas of the work area free from rubbish and the accumulation of any waste materials.

4. Safety

All contractors and subcontractors performing services for the CCPSA are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

5. Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

6. Hold Harmless Clause

The Contractor will, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the CCPSA from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "CCPSA" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the Camden County Public Service Authority or to reimburse the CCPSA for its attorney's fees and costs related to the claim.

7. Exemption from Taxes

The Contractor shall not charge the County directly for any sales or excise tax. The Camden County Public Service Authority is exempt from State Sales Tax. Tax Exemption Certificates indicating the CCPSA's tax exempt status will be furnished by the Camden County Public Service Authority on request. The Contractor shall be responsible for any payment of any sales, use, or excise tax. This exemption does not include materials purchased and used by a contractor for a construction project.

8. Warranty

The contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor, having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself, is responsible for seeing that the work is installed in accordance with the Contract Documents. The Contractor warrants to the Owner that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract documents. All work not conforming to these requirements may be considered defective.

(a)Duty to Protect Property: The Contractor shall continuously maintain adequate protection of all his work from damage, injury, or loss arising in connection with the work regardless of who may be the Owner of said property. He shall make good such damage, injury or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by agents or employees of the Owner.

(b)Duty to Correct: The Contractor shall promptly correct any Work rejected by the Design Professional as defective or as failing to conform to the Contract Documents whether observed before or after Completion and whether or not fabricated, installed or completed, and shall correct any work found to be defective or nonconforming within a period of one year from the date of Completion of the Contract or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents. The provisions of the Article apply to work done by subcontractors as well as work done by

direct employees of the Contractor.

(c) Warranty of Contractor: The Contractor warrants that the subcontractors selected by him are reputable, skilled, reliable, competent, qualified in the trade of field in which they are to perform on the project, and thoroughly familiar with applicable codes.

(d) Contractor Responsibilities: Contractor Responsible for Acts and Omissions of Subcontractors, Materialmen, Suppliers and Employees. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors, materialmen, suppliers, and employees and of person either directly or indirectly employed by them as he is for that acts and omissions of persons directly employed by him.

(e) Warranty and Guaranty: The Contractor warrants and guarantees that all work executed under the Contract Documents shall be free from defects of materials or workmanship for a period of one year from the date of Completion. All written guarantees or warranties as called for in the specifications shall specify the term and contact information for enforcement and shall be in such form as to permit direct enforcement by the Owner against and Trade Contractor, subcontractor, materialman, or manufacturer related to the guarantee. The effective date of all warranties and guarantees shall be the date of the Certificate of Material Completion. Warranties, guarantees, and manufacturer's certificates shall be provided to the Owner in a three ring binder(s) with a summary list of contents.

(f) Correction of Work after Final Payment: Neither (1) the Certificate of Material Completion, (2) nor any decision of the Design Professional, (3) nor payment, (4) nor any provision in the contract shall relieve the contractor of responsibility for faulty materials, faulty workmanship, or omission of contract work, and he shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects or omissions with reasonable promptness. The Contractor shall within the space of time designed in the notice of non-compliant work and without expense to the Owner, correct, remedy, replace, re-execute, supply omitted work, or remove from the premises all non-compliant work noted by the Design Professional. The Contractor shall give prompt notice in writing to the Design Professional, with copy to the Owner, upon completion of the supplying of any omitted work or the correction of any non-compliant work. In the absence of said notice, it shall be and is presumed under this contract that there has been no correction of the non-compliant work or supplying omitted work. If the Contractor does not remove, make good the deficiency, correct or remedy faulty work, or supply any omitted work within the space of time designated in notice of non-compliant work without expense to the Owner, the Owner, after ten days' notice in writing to the Contractor, may remove the work, correct the work, remedy the work or supply omitted work at the expense of the Contractor. In case of emergency involving health, safety of property, or safety of life the Owner may proceed at once. Correction of defective work executed under the plans and specifications or supplying of omitted work whether or not covered by warranty of a subcontractor or material man, remains the primary, direct responsibility of the Contractor. The foregoing obligation of the Contractor shall remain in effect until the same shall have been extinguished by operation of the statute of limitations. As additional security for the fulfillment of such obligation, but in no way limiting the same, the Contractor warrants and guarantees (1) that all work executed under the plans and specifications shall be free from

defects of materials or workmanship for a period of one year from the date of the Certificate of Material Completion of the Design Professional, and (2) that for not less than one year from the date of the Certificate of Material Completion of the Design Professional, or for such greater space of time as may have been designated in the specifications, products of manufacturers shall be free from defects of materials and workmanship. Whenever written guaranties or warranties are called for, the Contractor shall furnish the aforesaid for such period of time as may be stipulated. The aforesaid instruments shall be in such form as to permit direct enforcement by the Owner against any subcontractor, materialman, or manufacturer whose warranty is called for, and the Contractor agrees that:

1. The contractor is jointly and severally liable with such subcontractors, materialmen, or manufacturers.
2. The said subcontractors, materialmen, or manufacturers are agents of the Contractor for purposes of performance under this article, and the Contractor, as principal, ratifies the warranties or guaranties of his aforesaid agents by the filing of the aforesaid instruments with the Owner. The Contractor as principal is liable for the acts or omissions of his agents.
3. Service of notice on the Contractor that there has been breach of any warranty or guaranty will be sufficient to invoke the terms of the instrument, Provided: That the owner shall have furnished the Contractor with a copy of notice served on the subcontractor, materialman, or manufacturer.
4. The Contractor will bind his subcontractor, materialman, and manufacturers to the terms of the article. The calling for the furnishing of written warranties shall in no way limit the contractual obligation of the Contractor as set forth hereinabove. The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies.

9. Method of Payment

Contractors shall provide their federal employer identification number on a standard W-9 form within 15 days after award in order not to delay payment. Contractor shall submit request for payment directly to Camden County Service Authority for payment issuance.

Invoices shall be submitted to:

Camden County Public Service Authority
Attn: Angie Bogler
1050 Wildcat Drive
Kingsland, GA 31548

Upon inspection and acceptance of the work, the CCPSA will render payment, less any retainage if applicable, within thirty (30) days.

10. Termination

Subject to the provisions below, the Contract may be terminated by the CCPSA upon ten (10) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the

Contract may be extended upon written approval of the CCPSA until said work or services are completed and accepted.

A. Termination for Convenience:

The CCPSA may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

B. Termination for Cause:

In the event of Termination for Cause, the ten (10) days advance notice is waived and the Contractor shall not be entitled to termination costs.

11. Severability

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

12. Applicable Laws

This contract shall be governed in all respects by the laws of the State of Georgia

INSTRUCTIONS TO BIDDERS

1. Instructions

One (1) original and two (2) copies of required bid documents must be submitted in a sealed envelope marked with the Invitation to Bid number, due date, and the bidder's name and address on sealed submission package, as well as outside of shipping packaging.

U.S. Postal Service:

Camden County Public Services Authority
Purchasing Office
1050 Wildcat Drive
Kingsland, GA 31548

FEDEX/UPS Deliveries

Camden County Public Services Authority
Purchasing Office
1050 Wildcat Drive
Kingsland, GA 31548

Bids will be accepted at the above address until the time and date specified above, and immediately after will be publicly opened and vendor names only will be read aloud.

Bids received after the required time or in any other location other than the Purchasing Office will not be accepted. The CCPSA will not be held liable for misdirected deliveries nor deliveries that are late due to shipping carrier. Faxed or email submissions will not be accepted.

All bids submitted in response to this invitation shall become the property of CCPSA and will be a matter of public record available for review after award.

2. Inquiries

Questions and inquiries will be accepted from any and all bidders. CCPSA Executive Director is the sole point of contact for this solicitation unless otherwise instructed herein. Questions must be submitted in writing by May 24, 2024 at 4PM. Questions may be emailed to Ronnie

Wilcox at rwilcox@camdenpsa.com . No phone calls, please. Unauthorized contact with other Camden County staff regarding the ITB may result in the disqualification of the bidder. Inquiries pertaining to Invitation to Bid must give ITB number and title. Material questions will be answered in writing, typically via email and will be posted to the CCPSA website as an addendum. It is the sole responsibility of the bidder to check the website (<https://www.camdencountypsa.info/rfps>) regularly up to and including the date the bids are due.

3. Inspection of Site

All bidders must make a mandatory on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. A mandatory site inspection will be held on Monday May 20, 2024 at 10:00 AM at the job site and **bidders must be present at mandatory site inspection in order to submit a bid.**

4. Completion

Bids must show number of days required to complete each project under normal conditions. Failure to state completion time obligates bidder to complete the project according to the CCPSA schedule. Unrealistically short or long completion promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from vendor list.

5. Firm Pricing for County Acceptance

Bid price must be firm for CCPSA acceptance for 90 days from bid opening date.

6. Quotations to be F.O.B. Destination

QUOTE F.O.B. destination for all competitive sealed bids. F.O.B. Destination shall include all shipping costs to the CCPSA Building (1050 Wildcat Drive) in Kingsland, GA.

7. Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided.

8. References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, telephone number, email address, address where work completed and days to complete. Failure to include references may be ample cause for rejection of bid as non-responsive.

9. Basis for Award

The contract will be awarded to the responsible, responsive bidder(s) whose submission, conforming to the solicitation, will be most advantageous to CCPSA – price and other factors considered. Unless otherwise specified in this ITB, CCPSA reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the CCPSA when applicable. Any bidder who is in default to CCPSA at the time of submittal of the bid shall have that bid rejected. CCPSA reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by CCPSA, shall be deemed non-responsive and the offer rejected. In evaluating bids, CCPSA shall consider the qualifications of the bidder, timeframe, cost, references and guarantees of materials and equipment.

10. Negotiation with the Responsible Bidder

Unless all bids are canceled or rejected, the CCPSA reserves the right to negotiate with the most responsive, responsible bidder to obtain a contract price within the funds available whenever such bid exceeds the available funds. Negotiations with the bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

11. Notice of Award

A notice of award will be issued once the project is awarded by the CCPSA's Board at an open meeting, currently scheduled for June 20, 2024.

CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR BID PACKET)

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 the **Camden County Public Service Authority Board** 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 (E-verify #)

Date of Authorization

Name of Contractor

Name of Project

Address of Contractor

City, State and Zip Code

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

Executed on _____, _____, 20____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent (Contractor)

Title of Authorized Officer or Agent (Contractor)

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
_____ DAY OF _____, 202__

Notary Public

My Commission Expires:

**CAMDEN COUNTY PUBLIC SERVICE AUTHORITY
MAIN BUILDING ROOF REPLACEMENT
Bid Number: PSA24-001**

BID PROPOSAL FORM

DATE: _____

TO: CAMDEN COUNTY PUBLIC SERVICE AUTHORITY
1050 WILDCAT DRIVE
WOODBINE, GA 31569

Having carefully examined the Bid Documents entitled CCPSA Main Building Roof Replacement, and Addendum(s) No. (s) _____ as well as the premises and conditions affecting the work, we bid to furnish all services, labor, equipment and materials called for them for the entire work, in accordance with aforesaid documents, for

Material	\$
Labor	\$
Equipment Rental	\$
Other	\$

(\$ _____) which sum is hereinafter called the "Base Bid."

Warranty: _____

We agree that this bid may not be revoked or withdrawn for a period of ninety (90) days following such time. In the case we are notified in writing, by mail, or email of acceptance of this bid within ninety (90) days after the time set for the opening of bid, we agree to begin within ten (10) days, work for the above stated project.

The undersigned agrees to commence actual physical work on the site with an adequate for and equipment within ten (10) days of the notice to proceed to the undersigned and to complete fully all work on or before _____ **calendar days** from notice to proceed.

Legal Name of Firm: _____

By (Signature): _____

Printed Name: _____

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Camden County Public Service Authority (CCPSA)
(Name of Owner)

1050 Wildcat Drive, Kingsland, Georgia 31548
(Address of Owner)

Thereinafter referred to as Owner: in the penal sum of five percent (5%) of the amount of the bid referred to in paragraph 2 below, but not to exceed

_____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Camden County Public Service Authority, Camden County, Georgia, a bid for furnishing materials, labor, and equipment for: Metal Roof Replacement for Camden County Public Service Authority Main Building in Camden County, GA.

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this bid.

NOW, THEREFORE, the conditions of this obligation are such that if the bid be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner

required by CCPSA and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to CCPSA, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said CCPSA and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to CCPSA, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, 20____.

ATTEST:

(Principal)

(Principal Secretary)

By:
(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident Agent

(Address)

(SEAL)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.