

**Invitation to Bid**  
**CITY OF PERRY**  
**Public Safety Building Replacement Windows**  
**Bid Number 2017-05**  
**Due Date October 13, 2016**

The City of Perry, GA is soliciting sealed bids from qualified vendors to remove and dispose of twenty-six (26) single pane windows of varying sizes and replace with new vinyl double hung, double pane windows and window trim at the City of Perry Public Safety Building located at 1207 Washington Street. **Competitive sealed bids will be received at the City of Perry Department of Administration – Purchasing, 1211 Washington Street, P O Box 2030, Perry GA 31069, no later than 2 PM, October 13, 2016.** Bids received after the required time or in any other location other than the Department of Administration will not be accepted.

Bids may be withdrawn by written request only if the request is received prior to the time and date set for the opening of the bids.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 No bid may be withdrawn for a period of sixty days after the time and date of opening of bids.

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

The bidder will indemnify, defend and hold harmless the City of Perry 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 whom the Bidder is responsible.

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**I. Scope of Service**

The City of Perry, GA is soliciting sealed bids from qualified vendors to remove and dispose of twenty-six (26) single pane windows of varying sizes and replace with new vinyl double hung, double pane windows and window trim at the City of Perry Public Safety Building located at 1207 Washington Street, Perry, Georgia.

**II. Description of Work to be Performed**

**A. General**

1. Contractor will remove windows, clear property and haul off all debris.
2. Contractor will furnish and install new windows, window trim and framing for all windows.
3. Contractor will measure the windows (interior and exterior) prior to submitting a bid.

**B. Site Work**

1. Contractor must complete field measurements for window sizes from exterior side.
2. Contractor must complete field measurements for trim on interior portion.
3. Contractor must complete field measurements for framing portion.

**C. Windows and Window Trim**

1. Windows must be double pane - energy efficient.
2. Windows must be double hung.
3. Windows must have colonial grids.
4. Windows must be vinyl coated. White in color.
5. There are twenty-six (26) windows of varying sizes that have to be replaced.
6. Contractor must furnish and install new vinyl double pane windows and trim.
7. Contractor must furnish and install new window framing.

**D. Contractor Requirements**

1. Contractor must have current, valid workers compensation insurance coverage.
2. Contractor must have current, valid business license from Georgia local government.
3. Contractor must have current, valid general liability and vehicle insurance coverage.
4. Contractor must be in compliance with current Georgia immigration laws/regulations.
5. Contractor is responsible for the provision of all supplies, labor, equipment and permits.

**III. Bidder Requirements**

Any contractor submitting a bid for this project must provide:

1. Three (3) commercial or institutional references.
2. Copy of current valid business license.
3. Statement of total cost to complete project.
4. Contractors Affidavit
5. Competitive Bid Affidavit

A mandatory site visit is required of all desiring to submit a bid for the project. Visits can be scheduled by contacting John Schell at the number listed below.

**IV. Questions**

Questions regarding this bid should be directed to Mr. John Schell at 478-338-0972 or [john.schell@perry-ga.gov](mailto:john.schell@perry-ga.gov)

**V. Bid Due Date**

All bids must be received in the Department of Administration – Purchasing no later than 2:00 PM, October 13, 2016.

**VI. Submission of Bid**

Bid documents must be clearly marked on outside **Public Safety Building Replacement Windows Bid #2017-05**. No fax transmissions or emails will be accepted. Bid is to be submitted to:

Brenda King  
Department of Administration – Purchasing  
1211 Washington Street  
P O Box 2030  
Perry GA 31069

The City reserves the right to reject any bid determined not to be in the best interests of the City.

**BID FORM**

**PROJECT IDENTIFICATION:**

**THIS BID IS SUBMITTED TO:**

City of Perry GA

**THIS BID IS SUBMITTED FROM:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**BIDDER'S ACKNOWLEDGEMENTS**

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**BIDDER'S REPRESENTATIONS**

In submitting this Bid, Bidder represents that:

- Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addenda No.

Addenda Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work.

**BASIS OF BID**

Total Cost of Work \$ \_\_\_\_\_

Bidder agrees to furnish material and equipment to remove and replace 26 windows with double hung, double pane energy efficient vinyl windows at the Public Safety Building located at 1207 Washington Street, Perry, GA for the sum of \_\_\_\_\_, Dollars (\$\_\_\_\_\_).

**ATTACHMENTS TO THIS BID**

The following documents are attached to and made a condition of this Bid:

- Competitive Bid Affidavit
- Contractor's Affidavit

**BID SUBMITTAL**

This Bid submitted by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (printed):

\_\_\_\_\_  
Contact Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

COMPETITIVE BID AFFIDAVIT

STATE OF GEORGIA

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_ the Bidder that has submitted the  
attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of  
all pertinent circumstances respecting such bid;
3. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way, directly or indirectly,  
prevented or attempted to prevent competition in such bidding or proposals by any means  
whatever; nor prevented or endeavored to prevent anyone from making a bid or proposal  
therefor by any means whatever; nor cause or induce another to withdraw a bid or proposal  
for the work.

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**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 City of Perry 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.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY \_\_\_\_\_ OF, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

CONTRACT

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between  
The City of Perry, Georgia, hereinafter referred to as the "City," and  
\_\_\_\_\_, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City desires to employ General Contractor to replace, remove and dispose of twenty-six (26) single pane windows of varying sizes with new vinyl double hung, double pane energy efficient windows and window trim at the City of Perry Public Safety Building located at 1207 Washington Street, Perry, Georgia and the Contractor desires to accept such employment in accordance with the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable considerations, each to the other, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1.

Contractor shall furnish all of the materials, equipment, and labor necessary to replace, remove and dispose of twenty-six (26) single pane windows of varying sizes with new vinyl double hung, double pane energy efficient windows and window trim at the City of Perry Public Safety Building located at 1207 Washington Street, Perry, Georgia.

2.

The Contractor represents to the City that he is fully experienced and properly qualified as an expert to perform the work provided for herein and that he is properly equipped and organized to perform such work. The Contractor shall operate as an independent Contractor and not as the agent of the City.

3.

The Contractor agrees to furnish all materials, equipment, and labor and agrees to provide same and perform all work in accordance to the satisfaction of the City.

4.

The City shall pay the Contractor in current funds for the performance of the work the contract sum of \$\_\_\_\_\_ in accordance with the bid sheet shown on the Bid Form attached hereto. Said sum being the amount that the Contractor bid for the opportunity to perform said work.

5.

Any additions, deletions, or changes shall be agreed to in writing by both the Contractor and the City.

6.

The Contractor shall comply with all requirements and regulations of governmental authorities as is required.

7.

The Contractor hereby indemnifies and agrees to save the City harmless from all liens or claims of right to enforce liens against the premises or improvements to be made thereto, of whatever nature said liens or claims may be. Neither final payment nor acceptance by the City shall constitute a waiver of this indemnity and if such claims are filed, the Contractor shall refund to the City all monies the City may be compelled to pay to discharge such liens or claims, including all

costs and attorneys' fees. Upon completion of the work, the Contractor shall provide an affidavit, in a form reasonably satisfactory to the City, affirming under oath that all laborers and material suppliers involved in any respect with the work have been paid in full.

8.

The Contractor hereby indemnifies the City against all liabilities, claims, and demands for personal injury or property damage arising out of or caused by any act or omission of the Contractor, his subcontractors, agents, or employees, arising in or about the work area at any time from the date of this agreement until final completion of construction. The Contractor further covenants to use proper care and caution in the performance of his work hereunder so as not to cause damage to any adjoining or adjacent property, and the Contractor shall indemnify and hold the City harmless from any liabilities, claims, or demands for damage to such adjoining or adjacent property.

9.

Contractor shall purchase, maintain and provide evidence of General Liability and Workers Compensation Insurance coverage throughout the duration of this contract for the benefit of and in an amount approved by the City prior to commencement of the performance of the work.

10.

The Contractor shall not assign this agreement or any amount payable hereunder without the prior written consent of the City.

11.

The Contractor will, at the request of the City, correct any defects due to faulty materials or workmanship, without cost to the City, and neither the final payment by the City nor the final acceptance by the City of the work to be completed hereunder shall relieve the Contractor from responsibility for any such defect in materials and workmanship.

12.

This agreement constitutes the entire agreement of the parties hereto and no representations, inducements, promises, agreements or otherwise between the parties not embodied herein shall be of any force or effect. All warranties and representations of the Contractor hereunder shall survive final payment and acceptance of the work. Time is of the essence of this agreement.

13.

This contract and the rights of the parties will be governed by and construed in all respects in accordance with the laws of the State of Georgia.

The Courts of Houston County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

IN WITNESS WHEREOF, the parties have executed the within instrument the day and year first above written.

**CITY OF PERRY, GEORGIA**

BY: \_\_\_\_\_  
James E. Faircloth, Mayor

Attest: \_\_\_\_\_  
Annie Warren, City Clerk

**CONTRACTOR**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

**(CORPORATE SEAL)**