



FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
#12 East 4th Ave. Ste. 106
ROME, GA 30161

(706) 291-5118

FAX (706) 290-6099

Date Issued: July 31, 2019
Bid Number: 19-0820

INVITATION FOR BIDS
GENERATOR AND HEATER FOR RAMBLEWOOD ROAD PUMP HOUSE
74 RAMBLEWOOD ROAD, ROME GEORGIA 30161
FLOYD COUNTY GEORGIA

To Whom It May Concern:

Notice is hereby given that Floyd County, Georgia proposes to let a Contract to the lowest responsive, responsible bidder, upon sealed bids, for the furnishing of all labor, tools material, equipment and other things necessary to:

PROVIDE CONSTRUCTION AND INSTALLATION SERVICES FOR THE GENERATOR AND HEATER AS SHOWN AND DESCRIBED IN DRAWINGS PROVIDED BY CTI ENGINEERS.

The scope of work for each project is as follows:

1. Provide and Install a Rinnai Heater Model #EX17 (RHFE-433RWTA) or equivalent.
2. Provide and Install a Generac 25KW Natural gas powered generator as specified or equal
3. Provide and installed all necessary materials to bring the heater and generator to full operational mode.

Sealed bids will be received until **2:00PM (local time), on Tuesday, August 20, 2019**, at the office of the **Floyd County Purchasing Director, located in the Floyd County Administration Building, 12 East Fourth Avenue, Suite 106, Rome, Georgia**. Sealed bids will then and there be publicly opened and read aloud in the office of the Purchasing Director. Late bids will not be accepted.

The work is described in the Specifications and drawings provided by generally described as follows: “**Provide and Install a Generator and Heater at the 74 Ramblewood Pump House**”.

SITE VISIT: A site visit can be scheduled by contacting Tim Shuler via e-mail, shulert@floydcountyga.org.

The work is to be let in one contract, and shall conform in all respects to the Specifications and Drawings contained in this bid package which are available for review in the office of the Purchasing Director of the Board of Commissioners of Floyd County, which is also the office of the undersigned, and said specifications, general conditions and drawings, are open to the inspection of the public.

All forms, certifications and compliance documents required by Floyd County must accompany each bid. Including, but not necessarily limited to, compliance with the Georgia Security and Immigration

Compliance Act OCGA 13-10-90 et. seq. Contractor must complete and submit with bid, the Contractor Affidavit under OCGA 13-10-91(b)(1) included with contract documents.

A bid bond is not required for this project.

Complete sets of documents, construction specifications and drawings may be downloaded from the Floyd County Website, www.romefloyd.com or at the State of Georgia Procurement website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. All questions regarding this bid must be sent via email to Bill Gilliland at gillilandb@floydcountyga.org.

The right is reserved to the Board of Commissioners of Floyd County, Georgia to delay the award of the Contract for a period not to exceed sixty (60) days from the date of opening of bids, during which time bids shall remain open and not subject to withdrawal. The right is also reserved to the Board of Commissioners of Floyd County, Georgia to reject any and all bids and to waive any and all technicalities or informalities. Any contract executed pursuant to this notice shall be binding upon the Board of Commissioners of Floyd County, Georgia, as such, but will not create a liability expressed or implied, against any members of the Board of Commissioners of Floyd County, the Chairman of the Board, or employee of said County, in his or her individual capacity.

**BID MUST BE RETURNED IN A SEALED PACKAGE, CLEARLY MARKED
SEALED BID.
GENERATOR AND HEATER INSTALLATION
FLOYD COUNTY GEORGIA
AUGUST 20, 2019 at 2:00PM
BID # 19-0820**

Bill Gilliland, CPPB,
PURCHASING DIRECTOR

INSTRUCTIONS TO BIDDERS

1.1 PROJECT LOCATION AND WORK SCHEDULE

The Work will be performed at the following location: 74 Ramblewood Drive, Rome, GA 30161.

Equipment and material for the project will be stored at contractor's site.

1.2 BID SUBMISSION

- A. See Invitation to Bid for information on when and where bids will be received.
- B. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- C. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform the work as described in the Invitation to Bid.

1.4 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

1.5 DEFINITIONS

- A. Bidding Documents: Plans and specifications supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, and bid securities identified. Bidding documents may also include additional stipulations required by Floyd County included in the Invitation to Bid Package such as, but not limited to, Contractor Affidavit (E-Verify), and W-9.
- B. Contract Documents: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form for completion of the work as outlined in the Contract Documents.

1.6 BIDDING DOCUMENTS IDENTIFICATION

- A. The Bid Documents are identified as:
 - 1. Invitation to Bid with required forms
 - 2. Instructions to Bidders
 - 3. Bid Form (with supplements)

4. Project plans
5. Project specifications

1.7 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Partial sets of Bidding Documents will not be issued.
- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.8 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify Engineer if documents are incomplete. Immediately notify Engineer upon finding discrepancies or omissions in Bidding Documents.

1.9 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Bill Gilliland at the office of the Purchasing Director, email questions to gillilandb@floydcountyga.org or mail to Purchasing Office. Verbal answers are not binding on any party.
- B. Submit questions no later than **2:00PM, August 20, 2019**, questions received after this time may or may not be addressed. Replies will be made by Addenda. Addenda may be issued at any time during bidding period. Addenda will be sent to all known Bidders and Owner. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.10 PRODUCT SUBSTITUTIONS

- A. See Section 01000 "General Requirements" for Product substitution procedures.

1.11 SITE EXAMINATION

- A. Contact **Tim Shuler via e-mail at Shulert@floydcountyga.org** to schedule a time to examine Project site before submitting a Bid.

1.12 SUBMISSION PROCEDURE

- A. Submit two copies of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside. A thumb drive should also be provide with all bid information included.

1.13 BID INELIGIBILITY

- A. Bids that contain irregularities of any kind may be declared unacceptable at Owner's discretion.

1.14 SECURITY DEPOSIT

- A. Bid Bond – No Bid Bond Required

1.15 PERFORMANCE ASSURANCE

- A. No Payment and Performance Bond is required.

1.16 CONTRACTOR QUALIFICATIONS

- A. Bidders must submit the following information to qualify:
 - 1. List of comparable projects completed within the last 3 years to include contact information.
 - 2. Proof of general liability insurance policy.
 - a. The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury and \$500,000 per occurrence/aggregate for property damage.
 - b. Said general liability policy shall name Floyd County Commissioners as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to the Owner. Certificates of coverage as required by this section shall be delivered to the Owner within 14 days of execution of contract.

1.17 BID FORM SIGNATURE

- A. Sign Bid Form as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
 - 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.18 ADDITIONAL BID INFORMATION

- A. Bidders are required to complete the following Bid Form Appendices and submit with Bid.
 - 1. Contractor is responsible for all required permits and licenses.

1.19 BID OPENING

- A. Bids will be opened immediately after time for receipt of Bids. Bidders may be present, but attendance is not required.

1.20 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 calendar days after bid closing date.

1.21 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.

END OF DOCUMENT

**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
P. O. BOX 946
ROME, GA 30162
(706) 291-5118 FAX (706) 290-6099
BIDDERS INFORMATION**

Date of Bid: _____ Bid Name _____

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the BID SCHEDULE.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

% Discount Calendar Days net _____ (discounts will apply if Procurement Card is accepted).

Procurement Card: Will you accept the VISA Procurement Card for this order? _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This _____ Day of _____, 201__

Prices to remain firm for Sixty (60) calendar days or _____ calendar days after date of opening. Vendor MUST initial here: _____.

Bidder Information
(Type or Print)

Name and Mailing Address
of where to send payments

Name of Company

Name of Company

Address

Address

City, State Zip Code

City, State Zip Code

()
Phone Number

()
Phone Number

()
Fax Number

Federal ID #

Email _____

Name and Title of Person authorized to Sign

Name

Signature

**FLOYD COUNTY GEORGIA
GENERAL TERMS AND CONDITIONS
INVITATION TO BID**

1. CHANGES: No change will be made to this invitation except by written modification by the County Purchasing Office.

Requests for interpretation or changes must be in writing, Gillilandb@floydcountyga.org directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5118 Fax (706) 290-6099.

2. FOB POINT: Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS.

Title to

remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and

removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at

County's direction.

3. RISK OF LOSS: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein

which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

4. BID ACCEPTANCE TIME: Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.

5. BID IDENTIFICATION: All bids submitted as a result of this invitation must be identifying the Name, Bid #, Date and Time of opening.

6. WITHDRAWAL OF BIDS: Bids may be withdrawn by written request only, if the request is received prior to the time

and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal

or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has

been called on the date of opening.

7. BONDS: None Required

8. SITE INSPECTIONS: (If Applicable) Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain

all the requirements of this invitation.

9. AWARD OF CONTRACT: Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid,

will be most advantageous to the County; Price and other factors considered. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis **or** individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.

9.1: The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

10. EXCEPTIONS TO SPECIFICATIONS: Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on the **BID SCHEDULE**. While the County reserves the right to make an award to a nonconforming bidder, when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.

11. BID RESULTS: Interested parties may review and/or print **BID TABULATION** @ www.romefloyd.com **24 hours after bid opening** or request a tabulation from gillilandb@floydcountyga.org.

12. PAYMENT: Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within (30) thirty days receipt of invoice unless paragraph 14 applies. Invoices are to be submitted to: Floyd County Purchasing, 12 East 4th Ave, Suite 106 Rome, Ga. 30161

12.1 Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:

- | | |
|-------------------------------|--|
| 1. Date invoice is submitted; | 5. County department; |
| 2. Purchase order number; | 6. Item(s) or service |
| 3. Payment terms; | 7. Quantity of each item or service |
| 4. Date of transaction; | 8. Bid price of each item/service with any discounts |

Invoices received with any of the required information listed above missing may not be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

12.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County employee's signature must appear on the delivery receipt or invoice.

12.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. . A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY cannot exempt others from tax.

12.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 **ET. SEQ.**).

13. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, P.O. BOX 946,

Rome, Georgia 30162

14. DISCOUNTS: Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

15. EXECUTION OF CONTRACT: Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of “**NOTICE OF AWARD**” together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder’s proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

16. CERTIFICATE OF INSURANCE: Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence to protect the County throughout the life of the contract against “**ALL RISKS**”. Coverage to include but not limited to General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker’s compensation and Employer’s Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the insurance stated above. The Certificate must be furnished within Ten (10) calendar days of a “**NOTICE OF AWARD**” being issued.

17. INCLUSION: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation for Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder’s proposal as additional cost items and accepted by the County at the time of the award and/or contract.

18. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).

19. INDEPENDENT CONTRACTORS: The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Invitation for Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

20. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

21. STARTING TIME: Work will commence within stated calendar days after being issued a “**NOTICE TO PROCEED**” on the project and commence in a routine, orderly manner until completion and acceptance by the County.

22. INDEMNITY: Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

23. TERMINATION: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation for Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the FLOYD COUNTY Commission.

24. APPROPRIATION OF FUNDS: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

25. CANCELLATION FOR CAUSE: Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non compliance to the Terms and Conditions of this contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.

26. LIQUIDATED DAMAGES: NONE

27. ANTI-DISCRIMINATION CLAUSE: "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

28. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by FLOYD COUNTY.

29: CONTRACT ITEMS: Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- * Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

30: CHANGES TO CONTRACT: No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

31: LOCATION FOR DELIVERY OF GOODS OR EQUIPMENT: Per Purchase Order, Contract or as noted below:

32: Bid Submissions: Complete and return all forms attached with Bid Documents.

Bidder Declaration Page

Bidder Information Page

Certificate of Non Discrimination

Certificate of Non-Collusion

Drug Free Work Place Certificate

Contractor Affidavit (AKA E-Verify)

Specification Acknowledgment

Bid Page(s)

Addendum Acknowledgements (If Issued)

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to 2pm August 20, 2019 but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

ATTACHMENT

**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

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 Floyd County Georgia 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

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____ in 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

BID FORM

To: Floyd County, Georgia
12 East 4th Avenue, Suite 106
Rome, GA 30162

Project: Generator and Heater at the Ramblewood Road Pump House

Date:

Submitted by:
(full name and address)

1.22 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by Floyd County for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Price of:

Provide all labor, tools, equipment and material to install a Generator and Heater and all other things necessary for the Ramblewood Road Pump House. \$_____

1.23 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within fourteen (14) days of receipt of Notice of Award.
- Commence work within fourteen days after written Notice to Proceed. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.24 CONTRACT TIME

If this bid is accepted, we will complete the Work according to the stated Work Schedule.

1.25 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # Dated

Addendum # Dated

Addendum #.....Dated.....

1.26 APPENDICES

NONE

1.27 BID FORM SIGNATURES

The Corporate Seal of

.....

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....

(Authorized signing officer Title)

(Seal)

.....

(Authorized signing officer Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.