



REQUEST FOR PROPOSAL

Georgia, Floyd County
August 7, 2014

TO WHOM IT MAY CONCERN:

Floyd County Board of Commissioners is requesting proposals for **VMware servers, installation and training.**

Floyd County Government, "County", is soliciting proposals from qualified vendors to implement a VMware Solution to replace existing standalone servers taking into account the criteria outlined in the RFP. This solution will include a Replication Server at the Emergency Management Center that will have to be functional if our operations have to move there temporarily. The proposal should include purchase and installation of all hardware and software needed. The proposed Solution should be viable and usable for the County for a minimum period of five (5) years. The budget for this solution is \$125,000.

Proposals will be received by Floyd County Board of Commissioners, Purchasing Department, 12 E. 4th Ave., Suite 106, Rome, Georgia 30161 until 3:00 PM local time on September 4, 2014. Late proposals will not be considered nor returned. Proposals will be formally accepted and the names of those submitting read aloud by staff personnel after the closing date and time.

The Proposal documents and specifications are available for inspection at the Floyd County Purchasing Department, 12 E. 4th Ave., Rome, Georgia; or requested by email, lamn@floydcountyga.org. The Proposal documents and specifications are also available for inspection and download on the County website: <http://www.romefloyd.com/> or https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Proposals may not be withdrawn for sixty (60) days after the time and date set for closing, except as allowed by OCGA.

Floyd County reserves the right to reject any or all proposals and to waive informalities in proposals or the proposal process. In the event that no proposal substantially satisfies the specified requirements as presented in the Request for Proposal, the County, at its sole discretion, reserves the right to call for a new Request for Proposal, or to negotiate separately the terms and conditions of all or any part of the bids/proposals as determined to be in the County's best interest.

All questions regarding this RFP must be in writing and addressed to Nancy Lam, Floyd County Purchasing Department, 12 E. 4th Ave., Rome, Georgia 30161. Correspondence may be mailed to the address shown, faxed to (706) 290-6099 or e-mailed to lamn@floydcountyga.org. The Purchasing Department shall not be responsible for US Mail, common carrier or electronic services. All questions must be received by 3:00PM (local time) on August 22, 2014 questions may not be answered after this time and date.

Floyd County is an Equal Opportunity Employer.

Nancy Lam, Purchasing Director
Legal ad to run, August 7 and 14, 2014



**FLOYD COUNTY, GEORGIA
REQUEST FOR PROPOSAL
14-0904**

**FLOYD COUNTY VMWARE SERVERS,
INSTALLATION AND TRAINING**

ISSUE DATE: August 7, 2014

CLOSING DATE: September 4, 2014, 3:00PM

Proposals must be submitted to:

Floyd County Purchasing Department
12 E. 4th Ave
Suite 106
Rome, Ga. 30161

REQUEST FOR PROPOSAL

VMWARE SERVERS, INSTALLATION AND TRAINING

14-0904

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PROPOSAL SPECIFICATIONS

I. Overview

Floyd County Government, "County", is soliciting proposals from qualified vendors to implement a VMware Solution to replace existing standalone servers taking into account the criteria outlined below. This solution will include a Replication Server at the Emergency Management Center that will have to be functional if our operations have to move there temporarily. The proposal should include purchase and installation of all hardware and software needed. The proposed Solution should be viable and usable for the County for a minimum period of five (5) years. The budget for this solution is \$125,000.

II. Specific Requirements

1. Configure a Highly Available Storage Area Network which includes elements that will allow for automatic failover locally and to the EOC if downtown area is unavailable.
2. Ability to recover a virtual machine within 1 hour of a downtime event locally.
3. Needs to include at least 12TB of data storage.
4. Needs to include VMware and Veeam.
5. Needs to include Windows Server 2012 Datacenter.
6. Move up to 7 servers ranging from Windows 2003 – 2008 to a virtual server configured on this new VMware server running Windows Server 2012 Datacenter.
7. Move 1 CentOS Linux Server to VMware Server.
8. Set up new Domain Server as a virtual server in this new environment.
9. Set up New SQL Server 2012 as a virtual server in this new environment.
10. Replicate these servers to the Backup Server located at the EOC.
11. Train Floyd County MIS staff how to configure, move, troubleshoot VMware and Veeam.
12. Train Floyd County MIS staff how to make the EOC server the primary server and procedure to move back to the production server after "disaster" is over and we move back to administration building.
13. Test and verify that servers are backing up locally and to the server at the EOC.
14. Vendor shall be responsible for the performance of its employees.
15. Vendor must assign employees with VMware certified technicians to this project.
16. Vendor must assign employees with MCSE Certification to this project.
17. Vendor must be able to provide an optional annual support contract for ongoing onsite support of the solution in case the County decides to purchase additional support after installation.
18. Prefer vendor providing technicians for support within 150 mile radius of Rome, GA.
19. Floyd County's goal is to have project completed within 60 calendar days of Notice to Proceed and Project Acceptance and Invoice no later than December 31, 2014.

III. Centralized Operations Management

1. Single platform/application to manage/monitor operations.

2. Notification options for success or failure of operations.
3. Report generation on operations, status, history, etc.

IV. Replication

1. Support for replicating backup data to the EOC.
2. Replication site at EOC must be able to run as primary site, if necessary. This would not have to be at the same level of proficiency.

PROPOSAL REQUIREMENTS

Each proposal submitted MUST include the following sections arranged in the following order:

Section A: Vendor Information

This section is to contain the information about the Vendor: years in business, qualifications of staff that will be working on this project, etc. Provide location of technical support team servicing Floyd County.

Section B: Technical Solution Detail

This section is to contain a complete list of all elements that comprise the proposed Solution including hardware, software, features, training, maintenance, “overview” literature, a brief written technical response describing and supporting the proposal(s) submitted, and other supporting documentation considered critical by the Vendor to articulate the proposal’s merits. This section must address sections II – IV. All hardware must be purchased with 5 years warranty. For each piece of hardware, software, hardware feature, and software feature the Vendor should clearly indicate the following:

- SKU (Part Number / Model Number)
- Description
- Unit Cost
- Quantity
- Total Price

Training and installation do not have to be quoted by SKU, but pricing information must be included. Warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to utilization of the warranty provided must be specified.

Section C: Experience and References

This section is to summarize three (3) of the Vendor’s past projects which were similar to this project in terms of size and scope. The summary is to include a brief description of the project,

the name of the client, the address of the client, and the name, title, and telephone for a contact person.

Section D: Vendor's Role

This section is to include an explanation of the work that the Vendor will do on this project and the work that the Vendor will expect the County to do. It is understood that the work of the Vendor will be finalized at the time an Agreement is developed. The purpose of this section is to obtain a general idea of how the Vendor will approach this project based on the information presented in this RFP.

Section E: Special Considerations

Please describe any special features, advantages, or characteristics of your proposal not addressed above that make it particularly advantageous for the County to select your Solution. For example, this may include features of particular equipment proposed or your business practice that set you apart from competitors.

Section F: Pricing Information

This section is to contain the completed Pricing including breakdown of all cost hardware, software, installation and training. This "Pricing Sheet" is intended to provide quick comparative information regarding total cost for this project to County. Other aspects of pricing such as unit costs, discounts, etc. should be included in Section B as indicated above. Include optional pricing for annual support contract for ongoing onsite support of the solution should the County decide to purchase additional support after installation for years one (1) through four (4).

Section G: Forms

Complete and submit all forms in RFP

SELECTION

A. Criteria

Floyd County Selection Committee will evaluate the proposals based on the following criteria:

- ☑ Purchase costs –10 points
- ☑ Vendor solution – 35 points
- ☑ Specific Requirements –30 points
- ☑ Vendor experience, & references – 15 points
- ☑ Vendor special considerations – 10 points

B. Process

Each proposal received will be reviewed in accordance with the criteria stated above. One or

more proposals (finalists) will be selected for further consideration. Those selected as finalists may or may not be interviewed and allowed to present detailed information regarding the submitted proposal(s). No interview is guaranteed. Upon completion of the interviews, a recommendation for award will be presented to the Floyd County Board of Commissioners. A Notice of Award will be issued to the successful Proposer after approval by the Board of Commissioners. A Notice to Proceed will be issued on execution of a written Agreement by all parties. Only the County is authorized to issue news releases relating to this RFP, its evaluation, award, and/or performance of the Agreement. In the event the County and the Vendor cannot agree on terms of an Agreement, then negotiations with the next most appropriate finalist will be made.

1. SUBMISSION OF PROPOSAL

- 1.1 Sealed proposals will be received by the Floyd County Board of Commissioners, Purchasing Department, 12 E. 4th Ave., Suite 106, Rome, Ga. 30161 until 3:00PM local time on September 4, 2014. All proposal packages, envelopes, etc. should be clearly marked for ***“Sealed Proposal No. 14-0904 VMWARE SERVERS, INSTALLATION AND TRAINING with name of vendor on the outside of the package.”*** Late proposals will not be considered nor returned.
- 1.2 Each bidder shall furnish one (1) original, clearly marked, and four (4) copies of their technical proposal and all documentation. Bidder shall furnish one (1) CD or Thumb Drive with proposal and supporting documentation. Any changes or corrections must be initialed by the person signing the proposal documents.
- 1.3 Each vendor shall examine and thoroughly familiarize themselves with all existing conditions, including all laws, ordinances, rules and regulations that will affect the work prior to submitting a proposal. By signing and returning the attached forms, the vendor acknowledges that he/she has read and understands this RFP and agrees to be bound by its terms and conditions.
- 1.4 Each proposal must include the following:
 - Bound copy(s) of the proposal
 - Electronic Copy (CD or Thumb Drive)
 - MISC. FORMS:
 - Bidders Information
 - Certificate of Non-Collusion
 - Bidders Declaration
 - Contractor Affidavit (E-Verify)

Drug Free Workplace
Certificate of Non-Discrimination
W-9 Taxpayer Identification

- 1.5 The County may revise the proposal documents by issuing a written addendum prior to the proposal closing time. The addendum must be returned with the bid or proposal documents. Failure to bid or propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the County may postpone an opening in order to notify bidders to give them sufficient time to respond to the addendum. Any change which is not issued through the Purchasing Department as a written addendum shall not be binding upon the County.
- 1.6 Proposals may be submitted by mail, email, common carrier, or delivered in person. All proposals must be received by the Purchasing Department prior to the date and time specified.
- 1.7 The Purchasing Department shall not be responsible for proposals which are not properly addressed or directed to any other department. Proposals which are not received in the Purchasing Department by the time and date specified shall be considered late and shall not be considered for award.
- 1.8 Bidders are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner may not protect this material from public inspection upon request. All records become subject to public inspection only after award and execution of the contract or purchase order.
- 1.9 Proposals may not be withdrawn after the time and date set for proposal closing, but shall remain open for acceptance for a period of sixty (60) days following such time.
- 1.10 All proposals are legal and binding. The County shall not allow the bidder to modify or alter his/her proposal after the deadline for submission of proposals. This provision will not prevent the County from seeking clarification from bidder(s) as may be necessary during the evaluation process, or exercising its negotiation option as outlined in the proposal evaluation section of this RFP.
- 1.11 After closing, all proposals become property of the County and shall not be returned to the vendor(s). Proposals will be made available upon request after award and execution of contract.

2. INTERPRETATION / QUESTIONS

- 2.1 All inquiries regarding bidding/proposal procedures should be directed to: Nancy Lam, Purchasing Department, 12 E. 4th Ave., Rome, Georgia 30161, phone, fax or e-mailed to lamn@floydcountyga.org. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will be transmitted only by written addendum.
- 2.2 All questions regarding this RFP must be in writing and addressed to Nancy Lam, Floyd County Purchasing Department, 12 East 4th Ave., Rome, Georgia 30161. Correspondence may be e-mailed to lamn@floydcountyga.org mailed to the address shown, or faxed to (706)290-6099. The Purchasing Department shall not be responsible for US Mail, common carrier or electronic services. All questions must be received by 3:00PM (local time) on August 22, 2014 **questions may not be answered after this time and date.**
- 2.3 No oral order, objection, claim or notice by any party to the other, either before or after execution this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.
- 2.4 Unauthorized contact with members of the Floyd County Board of Commissioners, county employees or county representatives by a bidder or a bidder's representative concerning this RFP is prohibited and may result in the disqualification of the bidder.

GENERAL TERMS & CONDITIONS

1.0 Any proposal that is not received by the Office of the Purchasing Officer prior to the deadline date and time set forth will not be considered. Only the names of those submitting will be announced at the submission deadline, proposals will not be made public until after executed agreement. Proposals become the property of Floyd County and subject to Georgia Open Records O.C.G.A. § 50-18-71,

2.0 During the evaluation process, the County reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.

3.0 Submission of a proposal indicates acceptance by the Proposer submitting the proposal of the terms, conditions, and specifications contained in this RFP.

The County will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The County reserves the right to select the Vendor that will best meet the needs of the County. Proposers and/or proposals that do not meet the stated requirements will be considered in noncompliance and will be disqualified unless the County waives such noncompliance.

5.0 No proposal may be withdrawn for a period of sixty (60) days after the deadline set for receipt of proposals.

6.0 Changes to this RFP shall be issued only by the County in writing via email and/or posting to Floyd County Website and GPR.

7.0 This RFP, any addenda distributed by the County, and the Vendor's response to the RFP shall become part of the contractual obligation and incorporated by reference into the ensuing Agreement(s). The requirements of the RFP shall take precedence over any conflicting language that may be present in any Agreement between the County and the Vendor.

8.0 All proposals become property of the County and will not be returned to the Proposer.

9.0 Each proposal and any clarifications to that proposal shall be signed by an officer of the Proposer or a designated agent empowered to bind the Proposer in an Agreement.

10.0 The Proposer is responsible for proposing their best, most competitive pricing in the initial proposal, as opportunity to negotiate or offer best and final pricing may or may not be offered.

11.0 The County is exempt from taxes. No charge will be allowed for federal, state, or municipal sales and excise taxes.

12.0 Vendor agrees to defend, indemnify, and hold harmless the County and its agents and/or employees from any and all claims, settlements, and judgments, including but not limited to those for personal injury, bodily injury, property damage, and/or death arising solely out of Vendor's or any of its agents, servants, and/or employees' negligent acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Vendor of its obligation under this paragraph.

13.0 Neither party will be held responsible for nonperformance or delay caused by acts of God, natural disasters, vandalism, war, or other conditions beyond its control. Vendor shall be held

accountable for manufacturer's delays in providing equipment or services proposed under this Agreement.

14.0 This Agreement may be amended, at any time, by mutual consent of the parties. Any amendment must be in writing and signed by authorized representatives.

15.0 The entire Agreement between the County and Vendor shall supersede any other verbal or written agreements. The Agreement shall include, in order of precedence, the following: the County's RFP including any addenda, Vendor's response, terms and conditions negotiated before Agreement signing, any other contractual documents.

16.0 Either party may terminate this Agreement at their convenience by giving the other party thirty (30) days written notice. Any termination shall not relieve the County of its obligations to pay Vendor for satisfactory deliverables through the effective date of termination.

17.0 In cases of default by the Vendor, the County shall provide Vendor with a letter defining the area(s) where performance requirements have not been met. The Vendor shall have thirty (30) days in which to meet the Agreement requirements. If the requirements have not been met after thirty (30) days, the County has the right to cancel the Agreement without penalty. If the Agreement is cancelled due to the Vendor's failure to perform, the County shall pay the Vendor only for hardware delivered and/or work performed up to cancellation. The County reserves the right to retain other parties to complete the work required under the Agreement.

FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
12 EAST 4TH AVE. SUITE 106
ROME, GA 30161

(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

Title

Signature



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.	

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 DATE AND TIME OF BID OPENING 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: _____

Authorized Representative: _____

Signature: _____

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 Numer

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)

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

By executing this affidavit, the undersigned subcontractor 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 under a contract with _____ (name of contractor) on behalf of FLOYD COUNTY, GA 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor 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)

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 subVendor to work in a drug-free workplace shall secure from that subVendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (subVendor's name) certifies to the Vendor that a drug-free workplace will be provided for the subVendor'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: _____

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

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	Floyd County Board of Commissioners P.O. Box 946 Rome, GA 30161
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,