



INVITATION TO BID

Georgia, Floyd County
Issue Date: December 10, 2015
Bid number: 16-0114

TO WHOM IT MAY CONCERN:

The Floyd County Board of Commissioners will receive bids for

Floyd County Solid Waste
Remote Site Services

Bids will be received until 2:00pm, Thursday, January 14, 2016 local time in the office of the Purchasing Director, located in Suite 106 of the Floyd County Administration Building, #12 East Fourth Ave, Rome, Georgia 30161. Late bids will not be accepted

Floyd County operates 6 remote site locations as a collection point for household garbage and recycled products. This proposal includes providing equipment and services for these 6 sites.

MANDATORY PRE-BID MEETING AND SITE VISIT will be held TUESDAY, January 5, 2016 @ 10:00AM interested vendors will meet at the Floyd County Purchasing Department, located in Suite 106 of the Floyd County Administration Building, #12 East Fourth Ave, Rome, Georgia 30161.

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. Be advised that bid will not be read or accepted if this document is not submitted at time of bid.

Complete sets of documents, may be requested by email lamn@floydcountyga.org , Website www.romefloyd.com or on the GPR https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

Bids must be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the base bid. All bonds must be signed or countersigned by a Georgia Resident Agent.

A Performance Bond in the amount of one hundred percent (100%) of the amount of the bid, and a Labor Materials Payment Bond in the amount of not less than

the amount of said Bid, one hundred percent (100%), shall be furnished by the successful bidders.

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.

Nancy Lam, CPPB, CPPO
Purchasing Director
Legal ad to run, December 10 and 17, 2015
PO 150407

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

(706) 291-5118

FAX (706) 290-6099

INVITATION TO BID

**Date Issued: December 10, 2015
Bid Number: 16-0114**

Sealed bids from suppliers will be received by the Purchasing Department of FLOYD COUNTY GEORGIA, at #12 East Fourth Ave, Suite 106 Rome, Georgia 30161, until **2:00 P.M.** legally prevailing time on **January 14, 2016**, for:

**Floyd County Solid Waste
Remote Site Services**

After the time and in the Purchasing Department Conference Room Suite 106 , the bids will be publicly opened and read. No extension of the bidding period will be made.

Additional copies of bidding documents may be obtained at www.romefloyd.com, <https://ssl.doas.state.ga.us/PRSapp/PublicBidDisplay>, email lamn@floydcountyga.org or in person at the Floyd County Administrative Building, Purchasing Department, #12 East Fourth Ave, Suite 106 Rome, Georgia 30162. Requests for documents should be filed promptly with the Purchasing Department.

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.

**FULL BID PACKAGE MUST BE RETURNED IN SEALED ENVELOPE
CLEARLY MARKED SEALED BID
Floyd County Solid Waste
Remote Site Services
January 14, 2016 2:00PM**

NANCY LAM, CPPB, CPPO
PURCHASING DIRECTOR

SOLID WASTE
SERVICES AND EQUIPMENT
GENERAL TERMS AND CONDITIONS
SPECIFICATIONS

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- 1.03 Container
- 1.04 Compactor
- 1.05 Contract Documents
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17.0 EVALUATION OF PROPOSALS

1.00 DEFINITIONS

- 1.01 Jurisdiction – Unincorporated Floyd County, Georgia
- 1.02 Commodity – Recyclable material that can be sold in an existing, a spot, or future market for re-processing and use or reuse. Each commodity shall retain its own identity and be kept separate.
- 1.03 Container – A receptacle designed for the purpose of common collection point for recyclable materials. The receptacle must be acceptable to Floyd County. Floyd County may experiment with different types of containers, and the contractor has the right to reject any new design if they can demonstrate the unacceptability of the new design.
- 1.04 Compactor – Mechanical crushing device, either self-contained or used in conjunction with different types of containers, for central collection, compaction, and transporting of household solid waste to a disposal site.
- 1.05 Contract Documents – The Request for Proposals, the Contractors Proposals, General Specifications, Specific Instructions to Proponents, Contractor’s Proposal Bonds, Certificates of Insurance, and any addenda or changes to the foregoing documents agreed to by Floyd County and the Contractor.
- 1.06 Contractor – The person, corporation, or partnership contracting to provide solid waste equipment and delivery services under the provisions of this contract.
- 1.07 Recyclable Material – Those commodities which are collected by Contractor pursuant to the contract documents including newsprint, corrugated material, glass, metals, plastics, or any other commodity set forth in this contract.

2.00 SCOPE OF WORK

- 2.01 Floyd County operates 6 remote site locations as a collection point for household garbage and recycled products. This bid should include providing equipment and services for these 6 sites, pulling County owned recycling containers from the 6 remote sites and Walker Mountain Landfill to the Rome Floyd Recycling Center, and providing and pulling a 40 yard open top at Floyd County Public Works. **Table 1** shows the equipment that must be provided for each location, and average monthly pulls for the last 12 months for each container. In addition, the average monthly pulls for the county owned equipment to be pulled to the RFRC is included. Efforts should be made to work closely with the site attendants and supervisors to develop a pull schedule for each of the six remote site locations. In addition, each container must be serviced on an “on call” basis if required. It is imperative that Floyd County Management be able to contact the business servicing the remote sites on an “as needed” basis. The contractor will be responsible for equipment maintenance and replacement. The contractor should also work with Floyd County Management to address any changes in the waste stream to maintain the ability to handle waste and recycled material.

During heavy, holiday periods, such as Christmas, it may be necessary to have open top containers available at some locations. Open top containers can vary, depending on the location, but should be 30 yards or larger. Containers for compactors should be 40 yards or larger with a 3.5 yard or larger receiver/hopper.

Servicing a container includes bringing an empty container when required, pulling the full container, setting the empty container in place, and transporting the full container to Walker Mountain Landfill or Rome/Floyd Recycle Center. Hours of operation and address for each remote site, Walker Mountain Landfill, and Rome/Floyd Recycle Center are listed on **Attachment 1**. Our normal schedule requires service when the landfill is closed. And, the remote sites are open on some holidays and need to be serviced just like any other day when the landfill is closed.

Base bids should be made as a **single price per site** and include providing the number of compactors listed below, along with all relevant hoppers and boxes. The price should include service for the average number of pulls per month. All compactors must be new or refurbished.

Initial bids should be based on the average fuel price of \$2.35/gallon based on the Southeast Consumer Price Index for October 2015. A monthly fuel surcharge/credit should be added as a separate line to the invoice based on 5 gallons per pull.

Alternate bids may be submitted for existing or used equipment, but must be marked so see bid sheet. Floyd County will have the option to accept either the initial or alternate bid that best serves the interest of Floyd County.

Table 1

Remote Site	Trash Comp.	Average Pull	Cardboard Comp.	Average Pull	County Owned Recycle Pull	
Midway	2	28	1	1	7	
Potts	2	12	1	1	1	
Berryhill	2	15	1	1	2	
Hatfield	2	14	1	1	2	
*Cave Spring	1	4			.4	
*Shannon	1	13	1	1	4	
Walker Mtn					.5	

FCPW - 40 yard open top roll-off priced on a "per pull" basis average 4 per month

*Cave Spring and Shannon only have 1 trash compactor. An empty box needs to be put in place while pulling the full box to avoid having to place garbage on the ground. The other sites can wait for the full box to be returned by utilizing the other compactor.

Any opportunities for Floyd County Government to save money should be quoted as options, leaving the primary quote to meet the standards listed above.

- 2.02 Storms and Other Disasters - In the case of a natural disaster, such as a tornado, the contractor needs to be available to assist with clean-up at a mutually agreed upon rate determined at that time.

3.0 OPERATION

- 3.01 Hours of Operation – Attachment 1 shows the address, phone number, and hours of operation for each of the remote sites.
- 3.02 All routes to and from the Walker Mountain Landfill and the Rome/Floyd Recycle Center should not include roads posted as “No Thru Trucks” based on road or bridge requirements. For example, Flat Rock Road, Old Rockmart Road, and Eden Valley Road are not included on truck routes.
- 3.03 Holidays – The following shall be holidays for purposes of this contract:

- New Year’s Day
- MLK Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection/delivery services on the holiday, but such decision in no manner relieves contractor of his obligation to provide collection and/or delivery services when needed, including any holiday.

- 3.04 Complaints – All complaints involving the contractor’s responsibilities shall be directed to the Contractor, and he shall be expected to give prompt and courteous attention to the matter at hand. In the case of alleged missed scheduled collections, the Contractor shall arrange for the collection of the commodities not collected within 24 hours after the complaint is received.
- 3.05 Collection Equipment – The Contractor shall provide an adequate number of vehicles and containers for all solid waste collection and transport services. All vehicles and other equipment used in providing these services shall be maintained in a state of sound mechanical repair, publicly acceptable appearance, and in a sanitary condition at all times. Each

transportation vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

- 3.06 Office – The Contractor shall maintain an office or such other facility through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am until 4:30 pm on regular collection days. A contact person and phone number shall also be provided for after-hours and/or emergency situations.
- 3.07 Hauling – All commodities hauled by the Contractor shall be so contained, tied, or enclosed that leakage, spillage, or blowing is prevented.
- 3.08 Notification – Floyd County is responsible to notify the public concerning solid waste complaint procedures, sorting, preparing for collection, regulations, and schedule.
- 3.09 Point of Contact – All business dealings, complaints, negotiations, etc., between the Contractor and Floyd County shall be directed to the Contractor's designee and to the Floyd County Public Works Office.

4.0 COMPLIANCE TO LAWS

The Contractor shall conduct operations under this contract in compliance with all applicable laws; local, state, and federal; provided, however, that the general specifications shall govern the obligations of the Contractor where there exists conflicting local ordinances pertaining to the subject matter.

5.0 EFFECTIVE DATE

This contract shall be effective upon execution by both contracting parties and performance of such contract shall begin on a date mutually agreed to by both parties and upon the issuance of a Notice to Proceed from Floyd County to the Contractor.

6.0 NON-DISCRIMINATION

Contractor must comply with the President's Executive Orders Nos. 1246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Contractor must certify that the contracting firm does not, and will not, maintain or provide for its employees any facilities that are segregated on a basis of race, color, creed, or national origin.

7.0 INDEMNITY

The Contractor shall indemnify and hold harmless Floyd County, Georgia, and its officers, agents, representatives, and employees from and against any and all liabilities, claims, damages, suits, actions, legal proceedings, costs, expenses and demands relating to any and all personal injury or property damage arising out of or caused by any willful or negligent act or omission of the Contractor, its

subcontractors, officers, agents, servants, and employees, in any manner arising out of or related to the performance by the Contractor under this contract. All such indemnity shall include attorney fees and other legal expenses.

8.0 LICENSES AND TAXES

The Contractor shall obtain all necessary licenses and/or permits (other than the license and permit granted by the contract) and promptly pay all taxes required by Floyd County.

9.0 TERM OF CONTRACT

The contract shall be for an initial three (3) years with an option for two (2) one year renewals for a possible total five (5) year period beginning upon the execution date of this contract and ending five (5) years thereafter; provided, however, upon each anniversary date of the contract, the term of this contract shall automatically be extended for one (1) additional year so that the then remaining term of this contract as of each anniversary date shall be five (5) years, unless, at least sixty (60) days prior to any anniversary date (the non-extension date), either party gives written notice to the other party by personal delivery, express mail, or certified or registered mail, return receipt requested, that such automatic renewal shall not take effect. In the event of such notice from either party to the other, either party maintains the right to attempt the renegotiation of the contract. Should negotiations fail, this contract becomes null and void upon the following anniversary date.

Initial contract is for three (3) years, with option of two (2) one year renewals. Total contract not to exceed five (5) years. Expected contract to begin March 1, 2016.

10.0 TERMINATION WITHOUT CAUSE

The County may **unilaterally** terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the Contractor to fulfill the obligations of this Agreement **in any respect**. The County shall terminate by delivering to the Contractor, with at least ninety- (90) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

In the event of termination under this provision, the owner shall pay to the Contractor any fee properly due:

- (1) For services already properly performed prior to the effective date of the termination.
- (2) For any reimbursable expenses properly incurred. In the event of such termination, the Contractor shall have no claim in excess of what is allowed in this Section 10.00 for any sum of money, however denominated, as a result of or relating to such termination.

11.0 INSURANCE

The Contractor shall at all times during the life of the contract maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance including contractual liability coverage for the provisions of Section 7.00. All insurance shall be provided by insurers and for policy limits acceptable to Floyd County, and before commencement of work hereunder, the Contractor agrees to furnish Floyd County certificates of insurance or other evidence satisfactory to Floyd County to the effect that such insurance has been procured and is in full force and effect. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to ___ for whom this certificate is executed and are in full force and effect at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below.

Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 Each Person
(except automobile)	\$1,000,000 Aggregate
Property Damage Liability	\$500,000 Each Person
(except automobile)	\$1,000,000 Aggregate
Automobile Bodily Injury Liability	\$500,000 Each Person
	\$1,000,000 Each Occurrence
Automobile Property Damage Liability	\$500,000 Each Occurrence
Excess Umbrella Liability	\$5,000,000 Each Occurrence

12.0 BOND

12.01 Performance Bond

- (A) The Contractor shall furnish a performance bond at least equal to one hundred percent (100%) of the contract price as a security for the faithful performance of the contract.
- (B) The premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (C) The surety on the bond shall be provided by a duly authorized corporate surety company authorized to do business in the state of Georgia.

- 12.02 Power of Attorney – Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 12.03 Sole Remedy – Floyd County’s sole remedy for breach of contract under this contract or failure to perform shall be to make demand under the terms of the performance bond.

13.0 BASIS AND METHOD OF PAYMENT

13.01 Rates:

- (A) Rates should be made based on monthly rentals and expected pulls based on the historical numbers provided in 1 lump sum for each location.
- (B) For collection and delivery services required to be performed pursuant to Section 3.0, the charges shall not exceed the rates as fixed by terms of the contract, adjusted in accordance with Section 13.02,
- (C) In the event that any commodity collected shall not be marketable and must be disposed of at a disposal site, Floyd County and the Contractor shall negotiate any additional fees to be assessed to Floyd County to handle the additional volume of solid waste (formerly a recyclable commodity) going now to the disposal site. That commodity shall be eliminated from the recyclable materials program. Contractor does not guarantee the existence of any market or any commodity buyer at any time for recyclable materials.

13.02 Modification to Rates:

- (A) The fees which may be charged by the Contractor for the fourth and subsequent years of the term of the contract will be subject to renegotiation by the contracting parties.
- (B) Any consistent increase or decrease should be discussed upon the annual review, after the 3rd year. Any increases or decreases to the initial rate must be agreed upon by both parties. A percentage increase in trash, can only be addressed upon annual review.

- 13.03 Contractor Billings to Floyd County – The Contractor shall bill Floyd County for service rendered on or before the fifth (5th) day of the following month and Floyd County shall mail a check to the Contractor on the tenth (10th) day of the same month. Such billing and payment

shall be based on the rates and schedules set forth in the contract documents. The Contractor shall be entitled to payment for services rendered irrespective of whether or not Floyd County collects from the customer for such service.

14.0 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contractor or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of Floyd County, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.

15.0 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide solid waste compactors, containers for recyclable materials, open top containers, the collection and delivery of compacted solid waste to the Walker Mountain Landfill for disposal, and delivery of recyclable materials to the Rome/Floyd County Recycling Center on behalf of Floyd County and within the unincorporated area of Floyd County under the terms and conditions as set forth herein.

16.0 OWNERSHIP

Title to commodities that the Contractor has agreed to accept for delivery shall remain with Floyd County when placed in Contractor's collection vehicle, after being removed by the Contractor from a container.

17.0 EVALUATION OF PROPOSALS

Floyd County will take into consideration several factors in awarding the proposal. Included in the evaluation process are the costs, financial stability of the Contractor, and the ability of the Contractor to handle this project. References should be submitted for companies that have provided this service for other agencies of similar size.

Attachment 1

FLOYD COUNTY REMOTE SITES

BERRYHILL: 434 Berryhill Rd: 706-234-6119
(Tue – Sat 7 am to 7 pm Sun 11am –7pm)

CAVE SPRING: 101 Kings Bridge Rd: 706-777-0009
(Tue and Thur 9 am - 7 pm; Sat 7 am - 7 pm; Sun 11 am - 7 pm)

HATFIELD: 488 Jones Mill Road: 706-232-8052
(Tue – Sat 7 am - 7 pm; Sunday 11am - 7 pm)

POTTS: 182 Pots Road: 706-232-7942
(Tue – Sat 7am - 7 pm; Sunday 11 am – 7 pm)

SHANNON: Todd Street - beside Fire Station: 706-295-9262
(Tue – Sat 7am – 7 pm; Sunday 11am – 7 pm)

MIDWAY: 135 Midway Park Road: 706-291-1294
(Mon – Sat 7am - 7pm; Sunday 11 am - 7 pm)

WALKER MOUNTAIN LANDFILL
433 Walker Mountain Road
706-291-4512

Hours of Operation:
Monday – Friday 8:00 am - 4:00 pm
Saturday – 8:00 am - 2:00 pm
CLOSED SUNDAYS

RECYCLE CENTER
405 Waters Street
706-291-5266

Hours of Operation:
Monday, Tuesday, Wednesday, Thursday 8 am – 3:30 pm

BID SHEET

BID BASED ON CONTRACTOR PROVIDING NEW EQUIPMENT MONTHLY FEE

Remote Site	Trash Comp.	Average Pull	Card board Comp	Average Pull	County Owned Recycle Pull	Bid Price
Midway	2	28	1	1	7	
Potts	2	12	1	1	1	
Berryhill	2	15	1	1	2	
Hatfield	2	14	1	1	2	
*Cave Spring	1	4			.4	
*Shannon	1	13	1	1	4	
Walker Mtn					.5	

Total Monthly Bid

- FCPW - 40 yard roll-off priced on a "per pull" basis Average 4 per month
\$ _____ per pull

"Alternate" BID BASED ON CONTRACTOR PROVIDING USED/REFURBISHED EQUIPMENT MONTHLY FEE

Remote Site	Trash Comp.	Average Pull	Card board Comp	Average Pull	County Owned Recycle Pull	Bid Price
Midway	2	28	1	1	7	
Potts	2	12	1	1	1	
Berryhill	2	15	1	1	2	
Hatfield	2	14	1	1	2	
*Cave Spring	1	4			.4	
*Shannon	1	13	1	1	4	
Walker Mtn					.5	

Total Monthly Bid

- FCPW - 40 yard roll-off priced on a "per pull" basis average 4 per month
\$ _____ per pull

CONTRACTOR NAME _____ CONTACT _____

PHONE _____ EMAIL _____

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 January 14, 2016 2:00 PM 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: _____

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 _____, 2016

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

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)

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

**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-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.	

**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:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,