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: 26 July 2018

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 **2pm.** legally prevailing time on **16 August 2018**, for the purchase of:

RIGHT OF WAY MOWER
Bid# 18-0816-1

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**, email graye@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.

Contract, if awarded, will be on a lump sum basis **or** individual item basis, whichever is in the best interest of the County. No bid may be withdrawn for a period of 60 days after time has been called on the date of opening.

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

FULL BID PACKAGE MUST BE RETURNED IN SEALED ENVELOPE CLEARLY MARKED

SEALED BID
RIGHT OF WAY MOWER
2PM 16 August 2018
Bid# 18-0816-1

EE GRAY
PWC WAREHOUSE MANAGER

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**, graye@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 returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:
BID NAME AND OPENING DATE.

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: NOT REQUIRED FOR THIS BID

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 contact the Floyd County Purchasing Office should the tabulation not be available on the website.

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, P. O. Box 946, Rome, Ga. 30162

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;
2. Purchase order number;
3. Payment terms;
4. Date of transaction;
5. County department;
6. Item(s) or service
7. Quantity of each item or service
8. Bid price of each item or 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 can not 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: See Special Terms and Conditions.

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: Purchase Order or as specified by location

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

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 the bidder shall have NO CONTACT with Floyd County during the invitation to bid or evaluation process except through official channels as provided in this bid document. Violations may be subject to the bid being disqualified and or rejected. Further all County Personal are to report any contact by bidding vendor during an ongoing bid process and direct any questions/statements or otherwise to the Purchasing Department for an official response.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to 2PM 16 AUG 2018 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_____, 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 of Company

_____
Address

_____
City, State Zip Code

(_____)_____
Phone Number

(_____)_____
Fax Number

Email_____

Name and Mailing Address
of where to send payments

_____
Name of Company

_____
Address

_____
City, State Zip Code

(_____)_____
Phone Number

_____
Federal ID #

Name and Title of Person
authorized to Sign

_____
Name

_____
Title

_____
Signature

Revised June 2010

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.**	

Revised 04/01/2014

Floyd 2014

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: _____

FLOYD COUNTY GEORGIA
BID 18-0816-1 RIGHT OF WAY MOWER

General: Floyd County Georgia has researched the following 2 Manufacturers based on similar design boom mowers unique to the industry. If others manufactures can provide valid documentation of similar design and versatility, then those are welcome to bid. Floyd County Georgia intends to purchase one (1) boom mower of this design.

MOWER MAX

CHAMBERS AMERICAN PRODUCTS SAVAGE MOWER

FLOYD COUNTY GEORGIA
BID 18-0816-1 RIGHT OF WAY MOWER

MINIMUM SPECIFICATIONS

The mower will be bid as a complete unit and ready to mow. There will be no additional parts or equipment needed to make the mower functionally operational and ready for service.

Please complete each specification denoting "Comply or Exception" for each line with the specification of the model bid. Please indicated any exception in short detail. Bidders may provide additional information unique to the mower bid by providing a detailed brochure with the bid document.

DESIGN SPECIFICATION	COMPLY/EXCEPTION
ENGINE	
Perkins Approximate 100 HP or greater	_____
Fuel Capacity 25 Gallons or Greater	_____
ELECRICAL SYSTEM	
12v	_____
Alternator Amperage	_____
HYDRAULICS	
35 GPM	_____
Hydraulic Fluid Capacity	_____
OPERATIONAL SPEED	
Working Mode MPH	_____
Travel Mode MPH	_____
MAIN UNIT Internal	
Cab Enclosed w/ROPS	_____
Cab Heat and AC included	_____
Steering Modes 3 (2 and 4 Wheel, Crab)	_____
Seat – Adjustable	_____
Instrument Panel Manufacture Standard	_____
Mower/Boom Controls – Describe	_____
	_____
	_____

MAIN UNIT external

Transmission (Automatic/Hydraulic) _____

Braking _____

Work Lights _____

External Amber Beacon with inside switch _____

Tires/Wheels _____

Differential Type _____

Lights/Mirrors – Comply with All Standard DOT Safety Regulations for on road operation _____

Counter Weight included (Lbs/Where) _____

MOWER ATTACHMENT

Boom Reach 24' _____

60" Mower Deck Cutting Width _____

2 or 3 Cutting Head Design _____

Boom Travel (Degrees)

Up _____

Down _____

Left _____

Right _____

VERSATILITY

Provide in information regarding other equipment that can be attached to the machine

_____

_____

_____

_____

_____

_____

_____

_____

_____

FLOYD COUNTY BOARD OF COMMISSIONERS
Bid 18-0816-1 Right of Way Mower

BID PAGE

OPENING: 16 August 2018 **TIME: 2:00 PM**

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

We, the undersigned, agree to furnish and deliver the Right of Way Mower in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various request for bid documents, at the following pricing in US dollars.

A. **PRICE (1 Mower complete)** **$_____._____**

Year_____Make_____Model_____

Mower Attachment

Year_____Make_____Model_____

Delivery in Calendar Days from ARO **_____ (Will be considered)**

B. **Any alterations in figures on this form must be initialed in ink by persons signing the proposal.**

C. **Floyd County is exempt from all local, state, and federal taxes, and prices stipulated by the bidder are considered maximum, and are not subject to any increase due to any taxes, or any other cause or reason. A tax exemption certificate is available upon request.**

D. **Supplier Contact:_____**

Telephone Number:_____

Email Address:_____

E. **COMPANY NAME_____**

ADDRESS _____

SIGNATURE_____

TITLE _____

DATE _____