



# **Floyd County Board of Commissioners Request for Proposal**

**(RFP No. 20-0928)**

## **FLOYD COUNTY VMware SERVERS, INSTALLATION AND MIGRATION**

**Issue Date: September 9, 2020**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT**

#12 East 4<sup>th</sup> Ave. Ste. 106  
ROME, GA 30161

OFFICE (706) 291-5118

FAX (706) 290-6099

**INVITATION TO BID**

**Date Issued: September 9, 2020**

Sealed proposals from suppliers will be received by the Purchasing Department of FLOYD COUNTY GEORGIA, at #12 East Fourth Ave, Suite 106 Rome, Georgia 30161, or by email @ [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) until **2:00 PM**, legally prevailing time on **September 28, 2020** for the purchase of:

**VMware SERVERS, INSTALLATION AND MIGRATION  
Bid# 20-0928**

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](http://www.romefloyd.com), or email, [selfr@floydcountyga.org](mailto:selfr@floydcountyga.org) or you may get a copy in person at the Floyd County Administrative Building, Purchasing Department, #12 East Fourth Ave, Suite 106, Rome, Georgia 30161. 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 No bid may be withdrawn for a period of 60 days after time has been called on the date of opening.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  
VMware SERVERS, INSTALLATION AND MIGRATION  
Bid# 20-0928  
2:00 PM, September 28, 2020**

BILL GILLILAND, CPPB  
PURCHASING DIRECTOR

**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**, to [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5118, Fax (706) 290-6099.

**2. FOB POINT:** Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.

**3. RISK OF LOSS:** Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

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

**5. BID IDENTIFICATION:** All proposals submitted as a result of this invitation must be returned in a sealed envelope or emailed to [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) with the following information in the lower left-hand corner of the envelope or on the face page of email: **BID NAME AND OPENING DATE.**

**6. WITHDRAWAL OF BIDS:** Proposals may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of proposals. Negligence on the part of the bidder in preparing his proposal confers no right of withdrawal or modification of his proposal after proposals have been opened. No proposal 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 Proposal, 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](http://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 receipt 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; | 5. County department;                                   |
| 2. Purchase order number;     | 6. Item(s) or service                                   |
| 3. Payment terms;             | 7. Quantity of each item or service                     |
| 4. Date of transaction;       | 8. Bid price of each item 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:** NONE FOR THIS BID.

**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:** Submissions will include (1) original, clearly marked, and four (4) copies of their technical proposal and all documentation. Bidder shall furnish one (1) original pricing and four (4) copies of pricing separate from technical proposal. Bidder shall furnish one (1) CD or Thumb Drive with proposal and pricing



## CHECK LIST

- \_\_\_ Bid Pricing - **NOTE: To be submitted in a separate sealed package/envelope marked "Pricing"**
- \_\_\_ Specification List(s) for Compliance and Exceptions and option pricing
- \_\_\_ Bidders Information Page
- \_\_\_ Bidders Declaration Page
- \_\_\_ Certificate of Non Discrimination
- \_\_\_ Certificate of Non Collusion
- \_\_\_ Drug Free Workplace Certificate
- \_\_\_ W-9
- \_\_\_ Addendum Acknowledgment Page
- \_\_\_ Addendums (If any)

The documents above are included within this Invitation to bid. Addendums will be available when issued.

# SPECIFICATIONS

## VMware SERVERS, INSTALLATION AND MIGRATION

**Bid 20-0928**

### Overview

Floyd County Government, “County”, is soliciting proposals from qualified vendors to implement a VMware Solution to replace existing VMware servers considering the criteria outlined below. This solution will include 3 VMware hosts with 40TB useable storage and a Windows Server at the Emergency Management Center for backed up data – that can be utilized to run critical VMs 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 \$90,000.

Please Note: All questions regarding this proposal should be submitted in writing to Bill Gilliland at [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) by 5:00 PM on September 21, 2020.

### **Specific Requirements**

1. Configure a Highly Available Storage Area Network, which includes elements that will allow for high availability.
2. Solution should include 3 VMware ESXi hosts with 256GB Ram and 2 x 14 core or better processors – directly attached to SAN.
3. Needs to include at least 40TB of useable data storage.
4. Ability to recover a virtual machine within 1 hour or less if a downtime event locally.
5. County already has valid Licenses for VMware Essentials plus and Arcserve UDP.
6. Transfer VMware and Arcserve UDP licenses to new equipment.
7. Move all existing Virtual Machines to new VMware environment.
8. Set up Arcserve UDP on new Windows server at Emergency Management Center.
9. Arcserve UDP to be set to replicate to an existing HighRely NAS for cold offsite copies.
10. Windows server will require at least 22TB useable storage for backups and 450GB SSD storage for OS, application & Arcserve UDP hash index. 128GB Ram.
11. Train Floyd County IT staff how to configure, move, troubleshoot VMware and Arcserve UDP.
12. Train Floyd County IT staff how to make the Arcserve UDP server the primary server and procedure to move back to the production servers after “disaster”.
13. Train Floyd County IT staff on how to protect data during the “disaster”.
14. Test and verify that servers are backing up successfully.
15. Vendor shall be responsible for the performance of its employees.
16. Vendor must assign employees with VMware certified technicians to this project.
17. Vendor must assign employees with MCSE Certification to this project.
18. Vendor must assign employee that are proficient with Arcserve UDP.
19. 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.
20. Prefer vendor providing technicians for support within 150-mile radius of Rome, GA.
21. **Floyd County’s goal is to have project completed within 30 calendar days of Notice to Proceed and Project Acceptance and Invoice no later than December 1, 2020.**

## **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.

## **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 and onsite support. 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. The 5 year warranties and support contract shall be provided in writing, include onsite support, parts and labor, and shall specify any and all exclusions. 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: Forms**

Complete and submit all forms in RFP

**Section G: Pricing Information to be submitted in a separate sealed envelope marked pricing**

This section is to contain the completed Pricing including breakdown of all cost for hardware, including the 5 year onsite support, 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.

**FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
12 E. 4<sup>th</sup> Ave., Suite 106  
ROME, GA 30161**

**OFFICE (706) 291-5118**

**FAX (706) 290-6099**

**BIDDERS INFORMATION**

**Date of Bid: 09/28/2020**

**Bid Name: VMware Servers, Installation and Migration**

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 \_\_\_\_\_, 202\_\_

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

**BIDDER INFORMATION (PLEASE TYPE OR PRINT):**

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

MAILING ADDRESS OF WHERE TO SEND PAYMENTS (IF DIFFERENT FROM ABOVE):

ADDRESS: \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

SIGNATURE: \_\_\_\_\_



## 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 **2:00 PM September 28, 2020** 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: \_\_\_\_\_

Name Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_



## CERTIFICATE OF NON-DISCRIMINATION

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

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

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

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

**BIDDER** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_



## CERTIFICATE OF NON-COLLUSION

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

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

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

Contractor's Full Legal Name (**PLEASE PRINT OR TYPE**): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title of Person Signing: \_\_\_\_\_

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

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_



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

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

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

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

Vendor: \_\_\_\_\_

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

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>													
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 generally 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 <i>How to get a TIN</i> on page 3.													
<b>Social security number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>												
or													
<b>Employer identification number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>												
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.													

<b>Part II Certification</b>	
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); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> 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 3.	

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**BIDDERS ADDENDA ACKNOWLEDGEMENT**

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_