



**LUMPKIN COUNTY BOARD OF COMMISSIONERS**

**INVITATION TO BID**

**Tractor**

**NUMBER 2014-011-ITB**

**ISSUE DATE: September 22, 2014**

**BID CLOSING DATE: Monday October 13, 2014**

**BID CLOSING TIME: 4:00 PM EST**

**ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED**

**LUMPKIN COUNTY BOARD OF COMMISSIONERS  
ATTENTION: PATTI JO HOLDER, PURCHASING AGENT  
99 COURT HOUSE HILL, SUITE D  
DAHLONEGA, GA 30533**

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To submit a bid, please complete the requested information and return to the Lumpkin County Purchasing Department no later than, 4:00 P.M. Monday October 13, 2014. All questions should be directed to Patti Jo Holder, Purchasing Agent at 706-482-2655.



## **Invitation to Bid**

Lumpkin County Board of Commissioners is requesting sealed bids from qualified vendors for a tractor based upon the options defined herein. The County reserves the right to purchase only one tractor, or may purchase two.

The bidder is required to carefully examine the specifications. Any deviation from specifications must be completely explained by the bidder in writing.

Bids will be received by the Lumpkin County Board of Commissioners, Purchasing Department, 99 Courthouse Hill, Suite D; Dahlonega, Georgia 30533 until 4:00 pm EST on Monday, October 13, 2014. Bids shall be submitted in sealed envelopes marked "DO NOT OPEN IN MAIL ROOM" or personally delivered to the Lumpkin County Purchasing Agent. Late bids will not be considered nor returned. Bids will be formally accepted and acknowledged at the County Administration Building by staff personnel.

The bid documents and specifications are available for inspection at the Lumpkin County Purchasing Department, 99 Courthouse Hill, Suite D; Dahlonega, Georgia; phone 706-482-2655 or fax 706-482-2201 and on the County website, [www.lumpkincounty.gov](http://www.lumpkincounty.gov) .

Bid may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by OCGA. Lumpkin County reserves the right to reject any and all bids, to waive any technicalities, to waive any informality, to reject portions of the bid and to award contracts in a manner consistent with the interest of Lumpkin County and the laws of the State of Georgia.

**BID DOCUMENTS ARE AVAILABLE AT THE LUMPKIN COUNTY, GEORGIA WEBSITE,**  
[www.lumpkincounty.gov](http://www.lumpkincounty.gov) .



## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The Lumpkin County Board of Commissioners is soliciting sealed bids from qualified individuals or companies for the purchase of a tractor(s) that will be used by the Lumpkin County Road Department in the performance of their duties. Lumpkin County requests that your bid be submitted as per the schedule on the Contract's Pricing Proposal form.

### **1.2 Bid Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), Lumpkin County certifies that the use of competitive sealed bidding will not be practical or advantageous to the County in completing the acquisition described in this document.

The owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interest. The Owner shall have the right to accept any proposal.

### **1.3 Schedule of Events**

The Invitation to Bid shall be governed by the following schedule:

<b>DATE</b>	<b>ACTIVITY</b>
September 22, 2014	Release of Bid
October 6, 2014 10:00am EST	Deadline for written questions to Purchasing Agent
October 7, 2014 5:00pm EST	Answers to written questions posted to website <a href="http://www.lumpkincounty.gov/dept/purchasing">www.lumpkincounty.gov/dept/purchasing</a>
October 13, 2014 4:00pm EST	Bids Due
November 14, 2014	Delivery to County

### **1.4 Method of Award**

The winning bidder for purposes of this award shall be the lowest responsive bidder.

### **1.5 Restrictions on Communications**

From the issue date of this Bid until a vendor is selected and the award is announced, contractors are not allowed to communicate for any reason with any County staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Proposal Meeting (if applicable to bid) or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any vendor violating this provision.



## 1.6 Pre-Proposal Meeting

There will not be a pre-bid conference. Any questions that may arise from the invitation should be submitted in writing and forwarded to the Purchasing Agent. It shall be the bidder's responsibility to seek clarification as early as possible prior to the time of bid opening.

## 1.7 Questions & Addenda

All questions concerning this bid **must be submitted in writing**, (email is preferred but fax and mail may also be used) to the Purchasing Agent no later than 10:00 am, Monday, October 6, 2014, EST:

Patti Jo Holder, Purchasing Agent  
Lumpkin County Board of Commissioners  
99 Courthouse Hill, Suite D  
Dahlonega, GA 30533  
[pattijo.holder@lumpkincounty.gov](mailto:pattijo.holder@lumpkincounty.gov)  
Fax: 706-482-2201

No response to inquiries, other than written, will be binding upon the County. Lumpkin County reserves the right to issue written addenda to any inquiries that alter the scope of the bid. Addenda shall be posted to the county website, [www.lumpkincounty.gov](http://www.lumpkincounty.gov), no later than Tuesday, October 7, 2014, at 4:00 pm. A signed copy of any addenda shall accompany submitted bids. Contractors are advised to check the website for addenda before submitting their bids.

## 1.8 Contract Term

The contract between the County and the contractor shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. Lumpkin County reserves the right to terminate contract at any time if successful contractor fails to meet requirements stated in this bid.

## 1.9 Bonds

Bid Bonds	Not Required
Payment Bonds	Not Required
Performance Bonds	Not Required

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this bid document, 6.26 "Bid Bonds, Performance and Payment Bonds."

## 1.10 Exception to Bid

Each contractor shall be deemed to agree to comply with all terms, conditions, specifications and requirements of this bid. An "exception" is defined as the vendor's inability or unwillingness to meet a term, condition, specification or requirement in the manner specified in the bid. All exceptions taken **must** be identified and explained in writing in your bid and must specifically reference the relevant section(s) of this bid. If the vendor provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the vendor's solution must be explained in detail.

The County welcomes innovative suggestions and recommendations for vendors that will ensure a 100% successful service approach.



## 2.0 **SCOPE OF WORK**

The Lumpkin County Board of Commissioners is requesting bids from qualified individuals or companies for the purchase of a tractor(s) based upon the following options:

### **Option #1:**

Kubota M7060HDC12 or approved equivalent with:

4 wheel drive

Cab A/C, heat

12 speed hydraulic shuttle transmission

Grill Guard

700 lbs. of front weights

2 rear remote valves and lever kits

Fluid filled rear tires

### **Option#2:**

Kubota M8560HDC12 or approved equivalent with:

4 wheel drive

Cab A/C, heat

12 speed hydraulic shuttle transmission

Grill Guard

700 lbs. of front weights

2 rear remote valves and lever kits

Fluid filled rear tires



### **3.0 BID SUBMISSION AND EVALUATION**

#### **3.1 Process for Submitting Bids**

3.1.1 Bids will be received by the Lumpkin County Purchasing Agent until 4:00 pm EST on Monday, October 13, 2014, and opened on Tuesday, October 14, 2014 at 10:00 am EST. The original must be mailed, hand-delivered, or express mailed to:

**Patti Jo Holder, Purchasing Agent  
99 Courthouse Hill, Suite D  
Dahlonega, GA 30533  
Ref: TRACTOR  
“DO NOT OPEN IN MAIL ROOM”**

#### **3.1.2 Packaging of Bid**

Mark the outside of the shipping package as follows:

**BID #2014-011 Tractor**

**FAILURE TO PROPERLY LABEL THE OUTSIDE OF THE SHIPPING CONTAINER MAY RESULT IN DISQUALIFICATION.**

The contents of the bid package will include an original of each of the following:

- Contractors Information Form
- Contractors Price Proposal Form
- Contractors Certification and Statement of Non-Collusion
- SAVE Affidavit
- Proof of Insurance
- Signed Addendum Acknowledgement (if any)
- Completed financial bid form
- E-Verify Affidavit and Agreement/Private Employer Exemption

**Any submission received after the due date will not be evaluated.**

**Note: Many express mail services do not guarantee overnight delivery times to Lumpkin County. Proposals received after 4:00 pm EST on October 13, 2014 will not be opened.**



#### **4.0 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted as follows:

##### **4.1 Administrative Review**

The bids will be reviewed by the Purchasing Agent for the following administrative requirements:

- **Submitted by deadline**
- **All required documents have been submitted**
- **All documents requiring an original signature have been signed and are included**

#### **5.0 Rejections of Proposals/Cancellation of RFP**

Lumpkin County reserves the right to reject any and all submissions to waive any irregularity or informality in submission and to accept or reject any item or combination of items, when to do so would in the best interest of the County. The County reserves the right to cancel this bid at any time. The County will not be liable for any cost/losses incurred by the contract(s) throughout this process.

### **6.0 TERMS AND CONDITIONS**

#### **6.1 Bid Amendments**

The County reserves the right to amend the bid prior to the bid due date. All addenda and additional information will be posted to the county website [www.lumpkincounty.gov](http://www.lumpkincounty.gov) prior to 4:00 pm EST on October 7, 2014. It is the vendor's responsibility to check the website for addenda before submitting a bid. All signed addenda shall be included with the bid.

#### **6.2 Agreement and Project Forms**

The agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

#### **6.3 Bid Withdrawal**

A submitted bid may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

#### **6.4 Costs for Preparing Bids**

The cost for developing the bid is the sole responsibility of the contractor. The County will not provide reimbursement for such cost.

#### **6.5 Conflict of Interest**

If a bidder has any existing client relationship that involves Lumpkin County, the bidder must disclose each relationship.



## **6.6 Contractor Selection**

Lumpkin County reserves the exclusive right to determine which bidder should be awarded the contract. The County also reserves the right to reject any and all bids at its discretion with or without cause.

## **6.7 Negotiations and Apparent Winner**

Prior to award, the apparent winning bidder will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the contractor's bid.

The County reserves the right to negotiate modifications and costs with the successful bidder provided that no such modifications affect the specifications set forth herein.

The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document or a purchase order is received from the County.

## **6.8 Taxes**

Lumpkin County is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. Lumpkin County cannot exempt others from tax.

## **6.9 Compliance with Laws**

The contractor will comply with all State and Federal laws, rules and regulations.

## **6.10 Cancellation for Cause**

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

Lumpkin County reserves the right to terminate the contract immediately in the event that the contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful bidder to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful vendor.



If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

### **6.11 Conditions of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

### **6.12 Rejection of Submissions/Cancellation of Request for Proposals**

Lumpkin County reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of Lumpkin County. It is also within the rights of Lumpkin County to reject bids that do not contain all elements and information requested in this document. Lumpkin County reserves the right to cancel this invitation to bid at any time. Lumpkin County will not be liable for any cost/losses incurred by the contractors throughout this process.

### **6.13 Non-discrimination**

Lumpkin County does not discriminate on the basis of race, religion, color, sex, national origin, age or disability.

### **6.14 Payment**

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. Lumpkin County typically pays invoices on a net 30 basis. Invoices for construction related projects are paid on a draw method as negotiated and with a retainage of 5-10% held until all punch list items are completed.

### **6.15 Insurance**

The contractor shall be responsible for his work and every part thereof and for all materials, tools, equipment, appliances and properties of any and all description used in connection with this project.

The contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

The contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than \$1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.



2. The vendor agrees to maintain Comprehensive General Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the contractor, its sub-contractors and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse and underground hazards where required.
3. The contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
4. The contractor further agrees to protect, defend, indemnify and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this bid.
5. The contractor shall notify the County, in writing, sixty (60) days prior to change in insurance or cancellation date. The failure of the contractor to deliver a new and certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the contractor. Furthermore, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
7. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.
8. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
9. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.



### **6.16 Project Coordination**

The contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the contractor's authorized representative, who shall be authorized to receive and accept any and all communication from the County.

The contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance or any sub-contractor or personnel is unsatisfactory.

### **6.17 Accuracy of Work**

The contractor shall be responsible for the accuracy of work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the contractor or latent defects in the products sold by the contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the contractor under this agreement, the contractor shall confer with the County for the purpose of interpreting the information supplied by the contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the contractor. The contractor shall give immediate attention to these changes so there will be minimum delay to others, the contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in the agreement.

### **6.18 Ownership**

Reports, plans, data, statistics, specifications and other supporting records compiled or prepared in the performance of the services required by this bid, shall be the absolute property of the County and shall not be used by the contractor for purposes unrelated to this bid without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the bid/contract term except that contractor shall have the right to retain copies of the same.

### **6.19 News Release by Contractor**

As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the proper written approval of the County. All proposed news releases shall be routed to the Lumpkin County Purchasing Agent for review and approval.

### **6.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part term or provisions held to be invalid.



The County and the contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

### **6.21 Drug Free Workplace**

By submission of a bid, the contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating 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 contractor’s employees during performance of the contract; and
2. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification:
3. As part of the subcontracting agreement (contractor’s Name), (Sub-Contractor’s name) certifies to the contractor that a drug free workplace will be provided for the sub-contractor’s employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.
4. The contractor further certifies that he 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.

### **6.22 Assignment of Contractual Rights**

It is agreed that the contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof without written consent of the County.

### **6.23 Indemnity**

To the fullest extent permitted by law, the contractor will indemnify, defend and hold Lumpkin County harmless from and against any and all claims, damages, losses and expenses, including but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the vendor or anyone for whom the contractor is responsible.

### **6.24 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County’s obligation under said contract(s).



**6.25 Documents Deemed Part of Contract**

All contract documents issued by the owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the contractor, as part of this bid or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the owner.

**6.26 Bid Bonds, Performance Bonds and Payment Bonds (if required)**

A five percent (5%) bid bond, a one hundred percent (100 %) performance bond and/or a one hundred percent (100%) payment bond shall be furnished to Lumpkin County if stated as a requirement in paragraph 1.9 in the "Introduction" section of this bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.



**#2014-011 TRACTOR  
CONTRACTOR'S INFORMATION FORM**

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1. Legal Business Name \_\_\_\_\_
2. Street Address \_\_\_\_\_
3. City, State & Zip \_\_\_\_\_
4. Type of Business: State of Registration: \_\_\_\_\_  
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: \_\_\_\_\_
6. Primary Contact \_\_\_\_\_
7. Phone Fax \_\_\_\_\_
8. E-mail \_\_\_\_\_
9. Company Website \_\_\_\_\_
10. Has your company ever been debarred from doing business with any federal, state or local agency?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please state the agency name, dates and reason for debarment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM**  
**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



**#2014-011 TRACTOR  
CONTRACTOR'S PRICE PROPOSAL FORM**

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DATE: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

\_\_\_ That this proposal was signed by an authorized representative of the firm.

\_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.

\_\_\_ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **BID**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



**#2014-011 TRACTOR**  
**CONTRACTOR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

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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 services 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 damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the bidder or the bidder's associates with any County staff, or elected officials since the date this **BID #2014-011 TRACTOR** was issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any contractor violating this provision.**

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid.

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

\_\_\_\_\_  
Authorized Representative (Signature) Date

\_\_\_\_\_  
Authorized Representative/Title

\_\_\_\_\_  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



**#2014-011 TRACTOR  
ADDENDA ACKNOWLEDGEMENT**

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The contractor has examined and carefully studied the bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**Contractors must acknowledge any issued addenda. Bids which fail to acknowledge the contractor's receipt of any addendum will result in the rejection of the bid if the addendum contained information which substantively changes the Owner's requirements.**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



**#2014-011 TRACTOR  
CONTRACTOR'S FINANCIAL PROPOSAL**

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I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign the Financial Proposal.

Item Description	Price
Tractor – Option 1	\$ _____
Tractor – Option 2	\$ _____

Exceptions to Bid Specifications (attach a separate sheet if necessary)

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The undersigned agrees that the bid price above is the full cost for the Tractor, FOB destination to the Lumpkin County Shop located on Red Oak Flats Road in Dahlonega.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

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

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



## **Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

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As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

### **PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:**

Patti Jo Holder  
Lumpkin County Purchasing Agent  
99 Courthouse Hill, Suite D  
Dahlonega, GA 30533  
Fax: (706) 482-2201  
Email: [pattijo.holder@lumpkincounty.gov](mailto:pattijo.holder@lumpkincounty.gov)



**LUMPKIN COUNTY BOARD OF COMMISSIONERS  
SAVE Affidavit**

**(Systematic Alien Verification for Entitlements)**

*Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011*

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e) (2)], I am stating the following:

\_\_\_\_\_ **I am a United States citizen; or**

\_\_\_\_\_ **I am a legal permanent resident of the United States\*; or**

\_\_\_\_\_ **I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\***

\*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_

**At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.**

\*\*\*\*\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

\_\_\_\_\_  
Applying on behalf/Name of associated business

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**\*NOTE:** O.C.G.A. 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provides their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. **[Page 1 of 2]**



**SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2**  
[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

**INDICATE AND ATTACH A COPY OF THE DOCUMENT  
(front and back)**

- United States passport or passport card
- United States military identification card
- Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color and address to enable the identification of the bearer.
- Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- Passport issued by a foreign government
- Free and Secure Trade (FAST) card
- NEXUS card
- United States Permanent Resident Card or Alien Registration Receipt Card
- Employment Authorization Document that contains a photograph of the bearer.
- Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]



### E-Verify Affidavit

#### Georgia Security & Immigration Compliance (GSIC) Act (CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

The Lumpkin County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 contracting with the Lumpkin County Board of Commissioners has registered with and is participating the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Lumpkin County Board of Commissioners of the hiring a new subcontractor and will provide Lumpkin County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by Lumpkin County Board of Commissioners at any time and to provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*\* As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. Sec. §13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.*



**Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)**

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize 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. § 13-10-90.

\_\_\_\_\_  
Signature of Exempt Private Employer

\_\_\_\_\_  
Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 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:  
\_\_\_\_\_