



LUMPKIN COUNTY BOARD OF COMMISSIONERS

Invitation to Bid

DEBRIS REMOVAL

PROJECT NUMBER 2015-006

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Thursday, April 2, 2015 10:00 am EST

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

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

To submit a proposal, please complete the requested information and return to the Lumpkin County Purchasing Department no later than, 10:00 am, EST on Thursday, April 2, 2015. All questions should be directed to Patti Jo Holder, Purchasing Agent at 706-482-2655.



1.0 INTRODUCTION

1.1 Purpose of Procurement

The Lumpkin County Board of Commissioners is requesting bids from qualified individuals or companies to remove storm debris from more than 100 County road right-of-ways as indicated herein.

1.2 Schedule of Events

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

DATE	ACTIVITY
Friday, March 13, 2015	Release BID
Friday, March 20, 2015 10:00 am EST	Pre-Bid Conference
Thursday, March 26, 2015 12:00 pm EST	Deadline for written questions to Purchasing Agent
Monday, March 30, 2015 5:00 pm EST	Answers to written questions posted to website www.lumpkincounty.gov/dept/purchasing
Thursday, April 2, 2015 10:00 am EST	Bids Due

1.3 Restrictions on Communications

From the issue date of this Bid until a vendor is selected and the award is announced, Vendors 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-Bid Conference (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.

1.4 Pre-Bid Conference

A Pre-Bid conference will be held at 10:00 am EST on Friday, March 20, 2015. The meeting location will be the Lumpkin County Administration Building Downstairs Large Conference Room, 99 Courthouse Hill, Dahlonega, Georgia 30533.



1.5 Questions & Addenda

All questions concerning this ITB **must be submitted in writing**, (email is preferred but fax and mail may also be used) to the Purchasing Agent no later than 12:00 pm EST, on Thursday, March 26, 2015.

Patti Jo Holder, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
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, no later than Monday, March 30, 2015, at 4:00 pm EST. A signed copy of any addenda shall accompany submitted bids. Vendors are advised to check the website for addenda before submitting their bids.

1.6 Contract Term

The contract(s) between the County and the vendor(s) 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 vendor fails to meet requirements stated in this proposal.

1.7 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."

1.8 Submission to Bid

The required completed bid documents shall be submitted in a sealed envelope marked as follows:

Debris Removal Project Number 2015-006, with the bidder's business name being clearly visible. Bids must be received no later than 10:00 am EST, on Thursday, April 2, 2015. Bids must be delivered, mailed or shipped to:



**Patti Jo Holder, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, Georgia 30533**

Bid responses submitted by fax or email will **NOT** be accepted.

Bidders are advised to allow adequate time for shipping. Many express mail and delivery services do not guarantee overnight delivery by noon to Lumpkin County. Any bid received after 10:00 am on Thursday, April 2, 2015, will not be opened. Late bids will be rejected in their entirety.

1.9 Withdrawal of Bid Due to Errors

Bidders shall have up to forty-eight (48) hours to notify Lumpkin County, in writing of an obvious clerical error made in the calculation of the bid in order to withdraw bid after bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The bidder shall provide evidence that the bid was submitted in good faith and that the mistake was a clerical mistake as opposed to a judgment mistake. The bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontractor or other work agreement for the person or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at Lumpkin County's discretion.

1.10 Award

Any purchase order contract awarded pursuant to this Invitation to Bid shall be awarded to the responsive and responsible bidder whose bid meets the requirements and specifications set forth in the Invitation to Bid. A "responsive bidder" is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A "responsible bidder" is a bidder who has the capacity in all respects to perform fully the requirements set forth in this document.



2.0 SCOPE OF WORK

The Lumpkin County Board of Commissioners is requesting bids from qualified individuals or companies to remove storm debris from 10 groups of approximately 138 County road areas of maintenance listed in the attached Exhibit A and return areas to pre-event conditions. In an effort to expedite the removal of debris from the roadways, Lumpkin County may award contracts for each of the 10 groups of roads or any combination of groups of roads as deemed appropriate. Lumpkin County Public Works will provide the corresponding right-of-way information to bidders at the pre-bid meeting. Contractors will remove storm debris from road areas of maintenance. Debris is defined as any tree debris deposited by the recent storms whether broken, leaning, uprooted, or lying on the right of way. Broken trees can be cut at the stump and the stump left. No work outside of the right of way is required. Contractors will remove potential hazards as determined by Public Works. Potential hazards are defined as stumps or root balls that have been uprooted and are leaning into right-of-way, ditches, or road way or any stump or leaning tree that have the potential to fall into such areas with erosion, heavy storm winds or rain. Contractors will not be required to remove any debris that cannot be safely removed due to interference from power lines. All such debris shall be reported to the Lumpkin County Public Works representative prior to the contractor leaving a road. Contractors will also be required to repair any ruts in the shoulder of the roads caused by debris removal activity. Contractors will dispose of storm debris collected from County roads, whether chipped or cut to log length, in the two areas designated by Lumpkin County Public Works. Should contractor desire to use another site for debris storage, a signed letter of consent from the property owner will be required prior to consideration by Lumpkin County Public Works. Contractors will be required to conform to Part 6 of the Manual on Uniform Traffic Control, Temporary Traffic Control and such costs should be included in bids. Time is of the essence and all areas are to be cleaned within 60 days from the issuance of the notice to proceed.

Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
GROUP 1				
Auraria Rd	8.25	P	100	1
Bearslide Holw	0.72	P	60	1
Ben Higgins Rd	3.35	P	80	1
Bob Edwards Dr	0.30	P	30	1
Burnt Stand Rd	2.61	P	80	1
Carlton Seitz Rd	0.85	P	60	1
Castleberry Bridge Rd	4.03	P	100	1
Ethan Allen Dr	0.19	P	60	1
Etowah Dr	0.59	P	60	1
Jennifer Ct	0.35	P	60	1
Lakeview Dr	0.51	P	60	1
Laurel Cir	0.80	P	60	1
Lumpkin County Park Rd	0.42	P	80	1
Lumpkin County Pkwy	1.84	P	80	1
River Dr	0.50	P	60	1
River Flow Dr	1.55	P	60	1
River Trace Dr	0.65	P	60	1
Sam Martin Rd	0.54	P	30	1
Shore Dr	0.62	P	30	1
Sleepy Hollow Rd	1.07	P	60	1
Whelchel Rd	0.88	P	80	1
Yellowbluff Rd	0.68	P	60	1
GROUP 2				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Autumn Harvest Ln	0.25	P	60	2
Chester Rd	1.58	P	30	2
Dan Fowler Rd	0.51	P	30	2
Doc Grizzle Rd	1.04	G	25	2
Guy Waters Rd	0.85	G	30	2
Jay Bridge Rd	2.98	P	30	2
Jess Grizzle Rd	1.58	P	30	2
Klinger Trl	0.46	G	30	2
Lee Chester Rd	1.36	P	30	2
GROUP 3				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Little Mountain Rd (West section)	2.17	P	30	2
Nimblewill Church Rd	3.60	P	100	2
Nimblewill Gap Rd	2.26	p	60	2
Paul Weaver Rd	0.23	G	40	2
Sheep Wallow Rd (east section)	0.94	P	30	2
Wesley Chapel Rd	2.07	P	80	2

GROUP 4				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Arrendale Rd	0.67	p	50	3
Ben West Rd	2.04	P	30	3
Fricks Spur	0.31	P	30	3
Greenway Rd	1.27	P	80	3
Little Mountain Rd (East section)	1.17	P	30	3
Mill Creek Rd	2.83	P	60	3
Sheep Wallow Rd (wast section)	3.30	P	30	3
GROUP 5				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Buckhorn Tavern Rd	0.95	P	60	4
Clay Creek Falls Rd	2.19	P	80	4
Hamp Mill Rd	1.25	P	60	4
Hightower Church Rd	4.47	P/g	80	4
Homer Edwards Rd	1.26	P	60	4
Oak Grove Rd	3.98	P	100	4
Siloam Church Rd	2.89	P	80	4
GROUP 6				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Alonzo Cain Rd	0.84	G	30	5
Celie Ann Seabolt Rd	1.07	G	30	5
Colonel Farrow Rd	1.41	G	30	5
Corinth Church Rd	0.48	P	30	5
Damascus Church Rd	3.76	P	80	5
Dicks Creek Rd	1.59	p	30	5
Edwards Pkwy	0.83	P	30	5
Frog Hollow Rd	1.01	P	30	5
Grindle Bridge Rd	2.05	P	100	5
Hester Gap Rd	0.74	P	40	5
Hester Valley Rd	0.30	P/g	30	5
Horseshoe Bend Rd	2.23	P	40	5
Horseshoe Ln	0.41	P	40	5
Jim Anderson Rd	0.23	G	30	5
John Crow Rd	2.74	G	30	5
McDonald Rd	2.78	P	80	5
Ridge Point Dr	0.82	P	25	5
Shoffeitt Rd	1.90	P	80	5
Talmer Grizzle Rd	0.44	P	30	5
Town Creek Church Rd	3.63	P	100	5

GROUP 7				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Boyd W Barrett Rd	0.35	p	25	6
Copper Mines Rd	1.85	P	80	6
Gold Ridge Rd	1.07	P	60	6
Jeff Sullens Rd	0.56	P	30	6
Long Branch Rd	2.02	p	100	6
Mountain Ridge Dr	1.14	P	50	6
Old Dahlonega Hwy	4.41	P	60	6
Pilgram Rd	0.35	P	40	6
Pony Lake Rd	2.22	P	80	6
Red Oak Flats Rd	3.24	P	80	6
Robinson Rd	2.00	P	40	6
Salisbury Rd	0.20	P	40	6
Soldiers Path	0.37	P	30	6
Wessex Ct	0.17	P	40	6
GROUP 8				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Black Mtn Rd	6.43	P	100	7
Brady Edge Rd	1.24	P	60	7
Camp Wahsega Rd	8.41	P	80	7
Cane Creek Valley Rd	0.72	P	40	7
Cavender Creek Rd	5.94	P	80	7
Clayton Gooch Rd	0.84	P	60	7
Garnet School Rd	1.99	P	30	7
Homer Edge Cir	0.96	P	30	7
Miles Berry Rd	1.34	G	60	7
Segers Rd	0.47	P	30	7
Syrup Mill Rd	0.88	p	40	7
GROUP 9				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Deer Run	0.75	P	40	8
Hidden Valley Trl N	0.74	P	40	8
Emory Stephens Rd	2.31	P	80	9
Johnny Major Rd	0.43	P	80	9
Major Abercrombie Cir	1.76	P	80	9
Martins Ford Rd	2.31	P	80	9
Post White Hill Rd	3.20	P	100	9
Seven Mile Hill Rd	2.34	P	80	9
Stone Ridge Dr	0.43	P	60	9
Stone Ridge Place	0.09	P	60	9

GROUP 10				
Road Name	TOTAL LENGTH (Mi.)	road surface	R/W width (ft)	group #
Apple Blossom Ln	0.12	P	30	10
Crabapple Rd	0.38	P	60	10
Georgia Ave	0.47	P	40	10
Hidden Valley Rd	0.16	G	30	10
Leonard Pruitt Rd	2.00	P	60	10
Lloyd Anderson Rd	0.61	P	30	10
Porter Springs Rd	5.96	P	80	10
Rail Hill Rd	1.10	P	80	10
Rock House Rd	2.16	P	80	10
Seabolt Stancil Rd	0.70	p	60	10



LUMPKIN COUNTY
GIS DEPARTMENT
25 SHORT STREET
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(706) 864-6894

Group 1 Roads

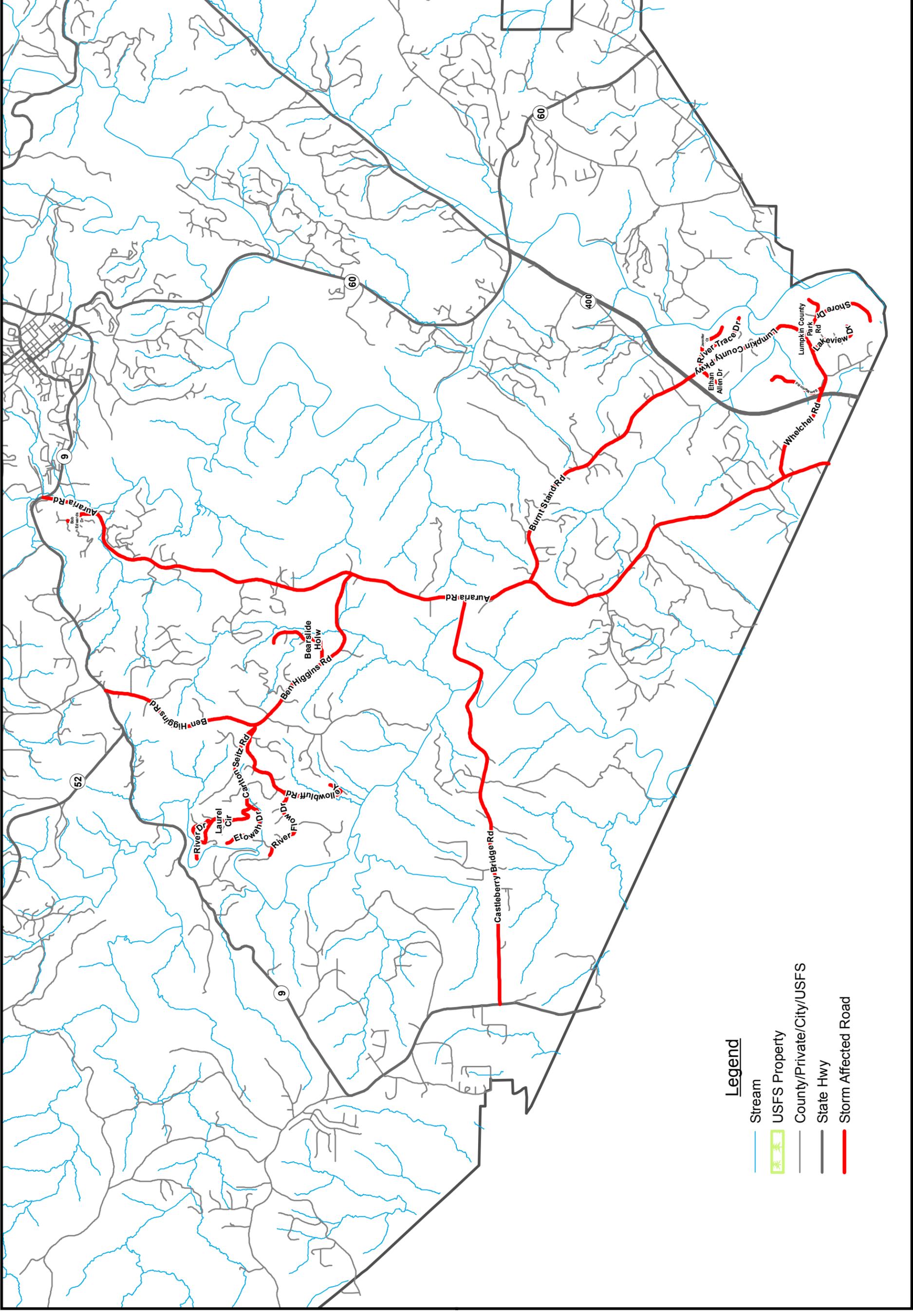


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- Legend**
- Stream
 - USFS Property
 - County/Private/City/USFS
 - State Hwy
 - Storm Affected Road



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Group 2 Roads

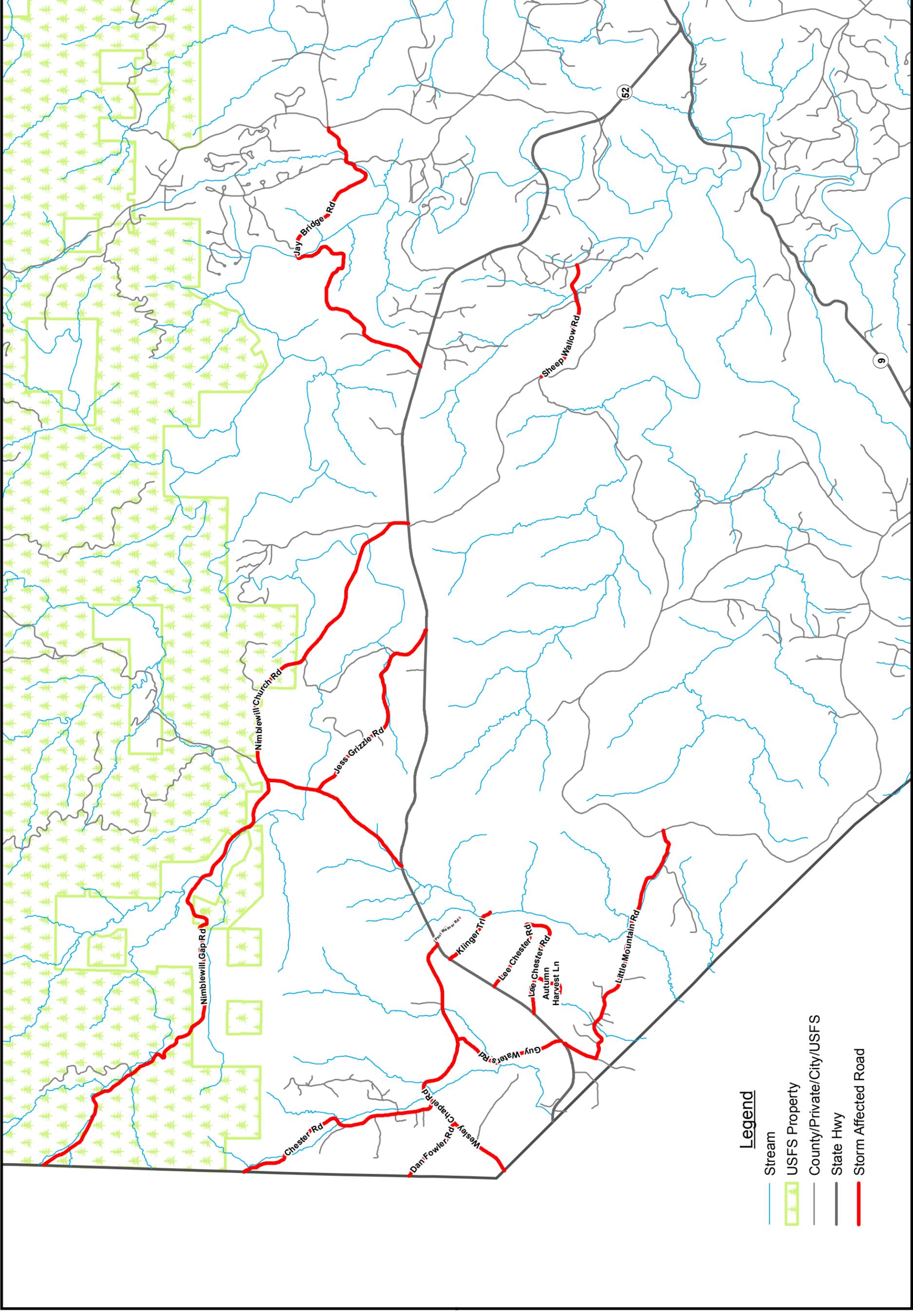


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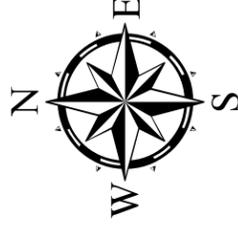
Legend

- Stream
- USFS Property
- County/Private/City/USFS
- State Hwy
- Storm Affected Road



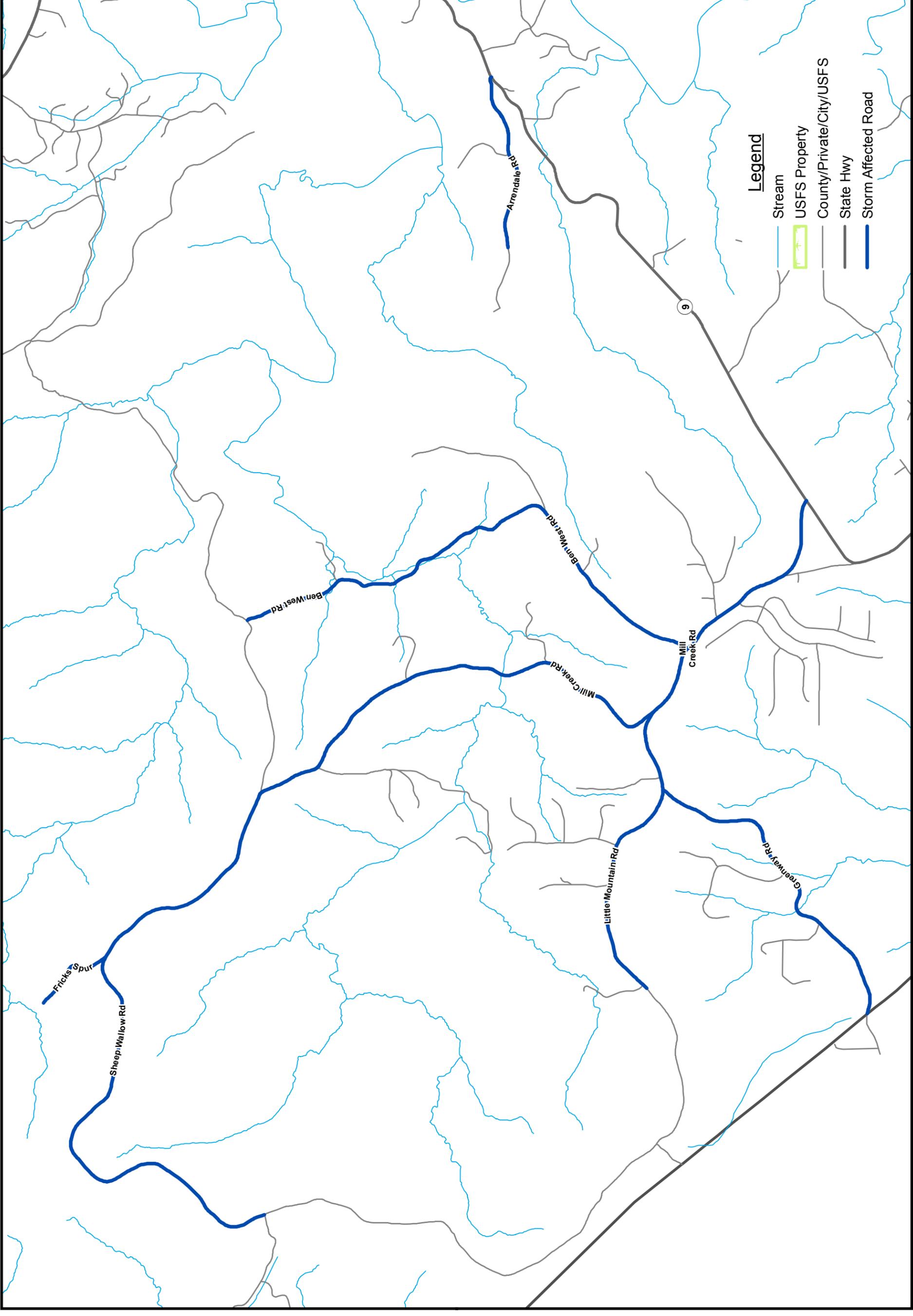
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Group 3 Roads



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Legend

- Stream
- USFS Property
- County/Private/City/USFS
- State Hwy
- Storm Affected Road



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Group 4 Roads

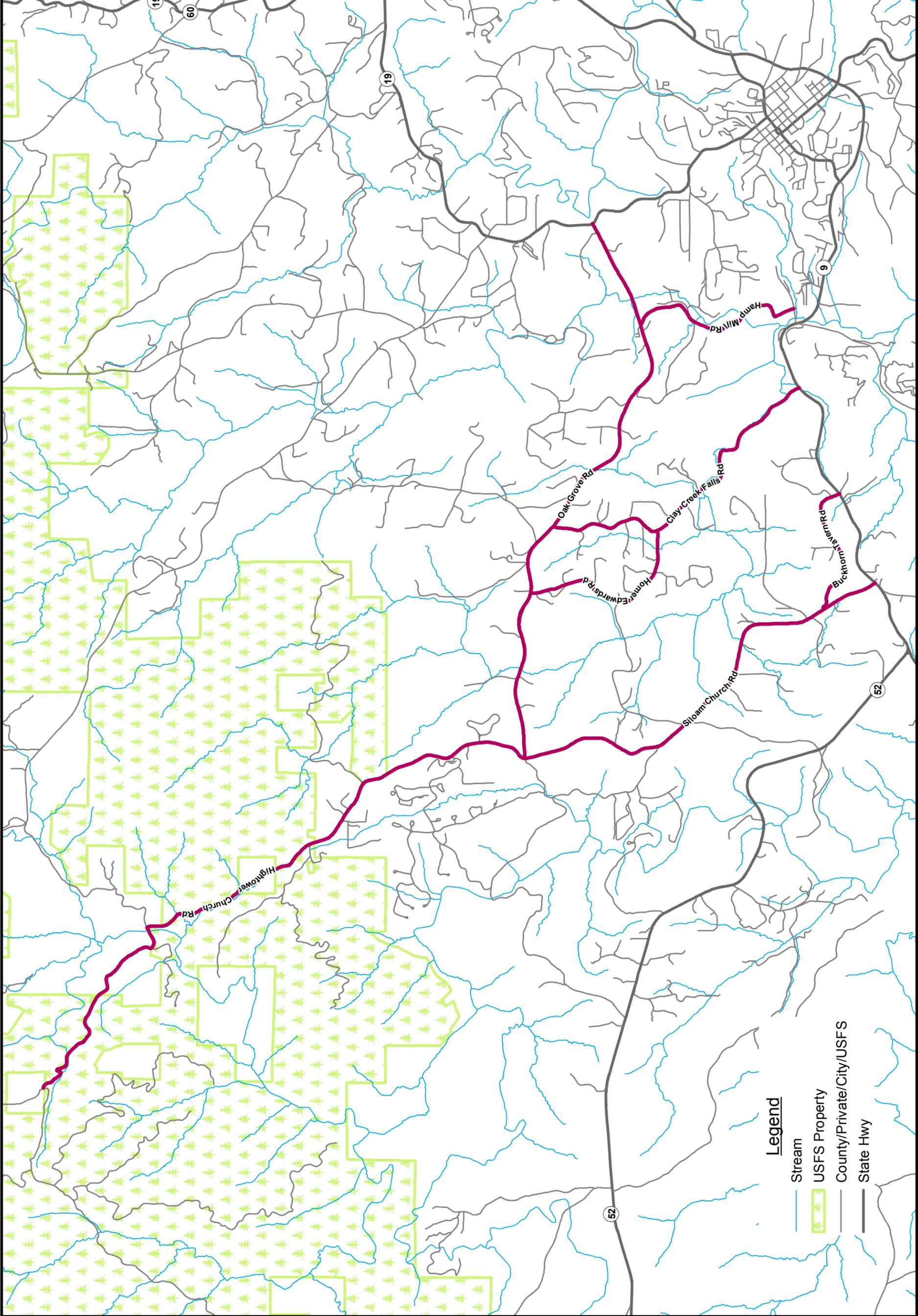


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- Legend**
- Stream
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 - County/Private/City/USFS
 - State Hwy



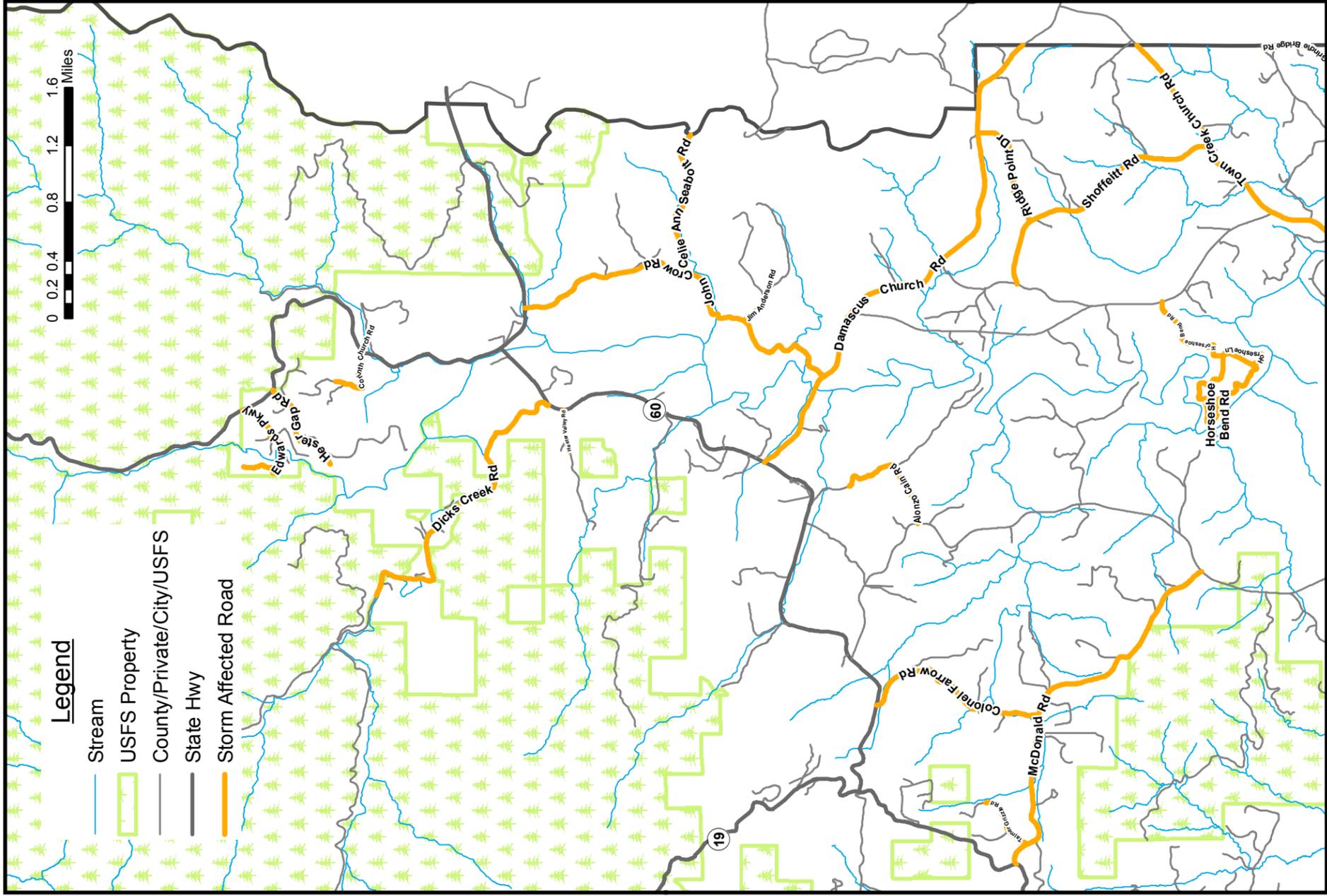
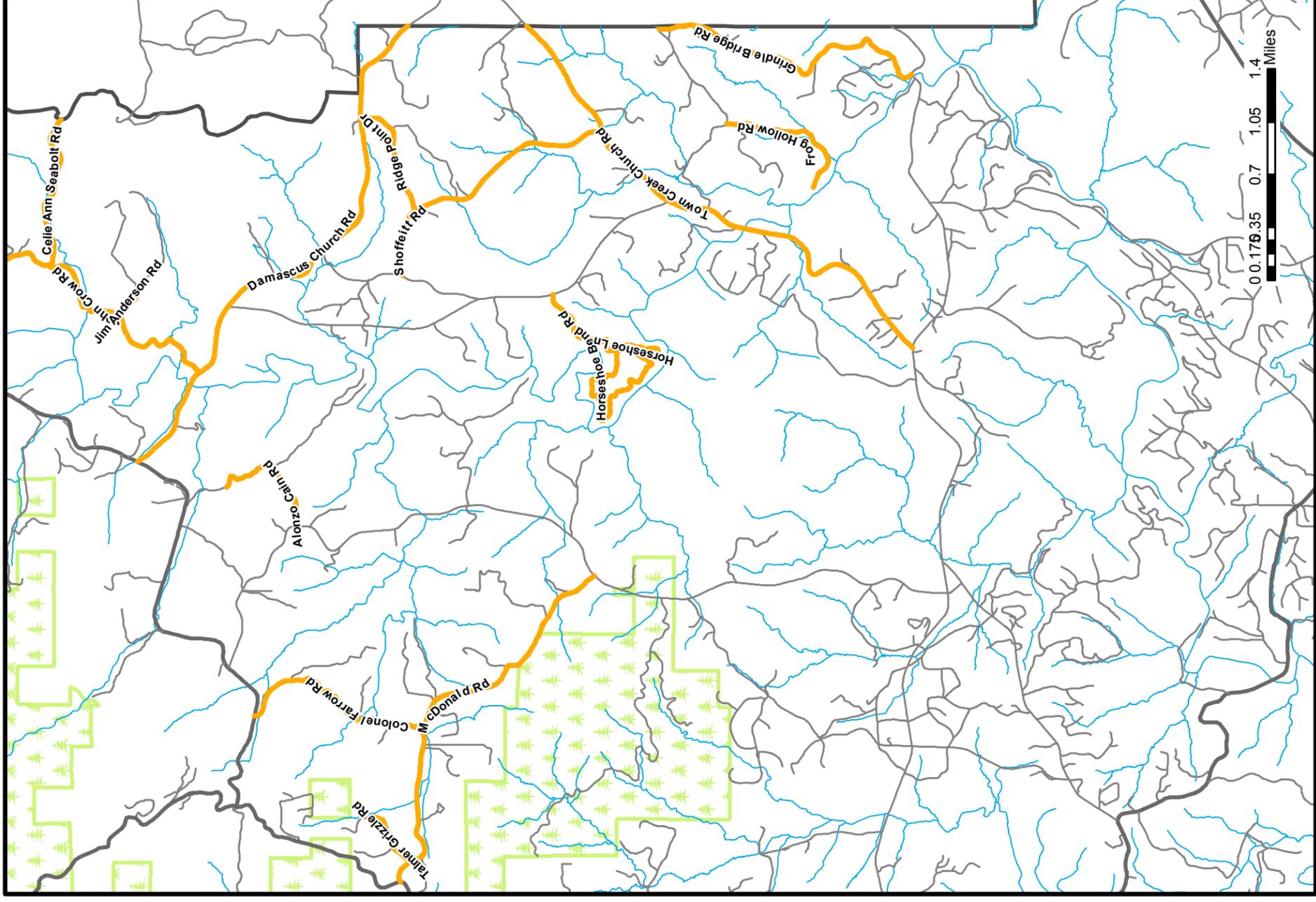
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Group 5 Roads



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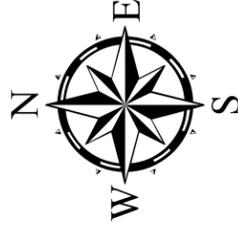
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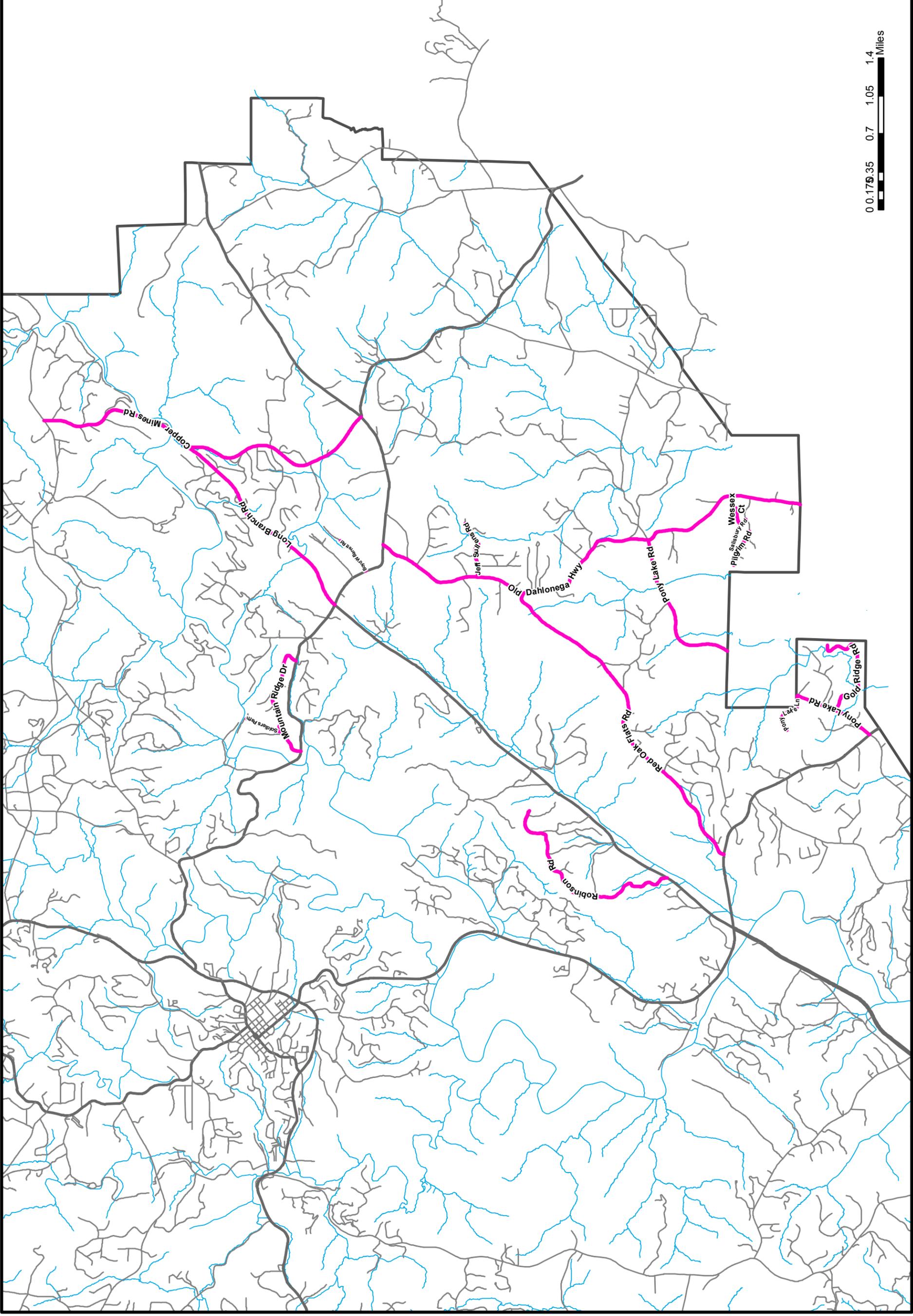
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Group 6 Roads



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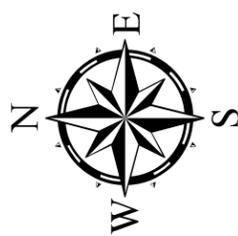
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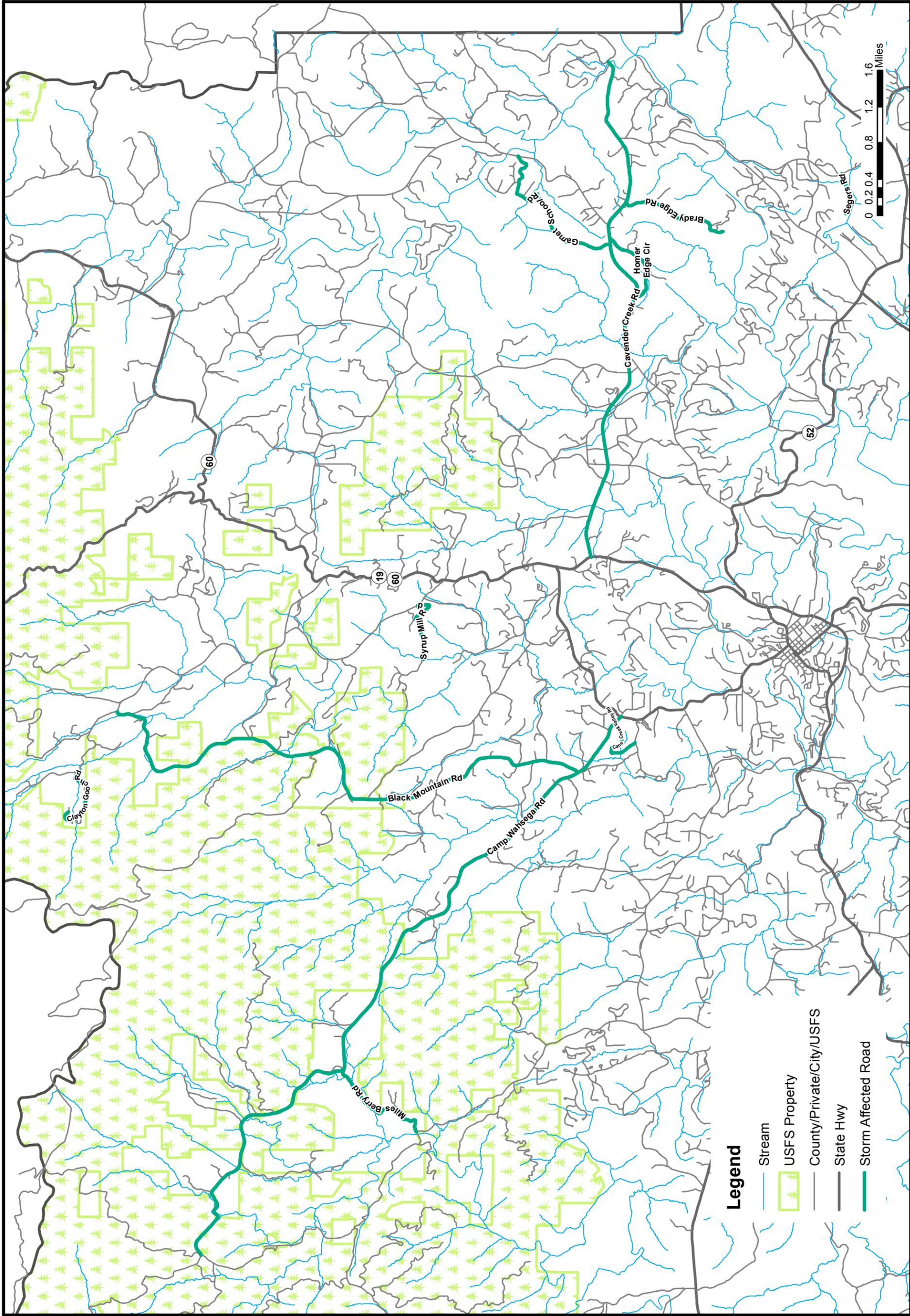
Group 7 Roads



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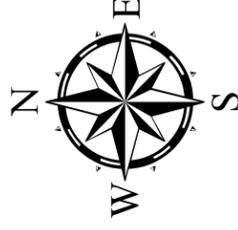
Legend

- Stream
- USFS Property
- County/Private/City/USFS
- State Hwy
- Storm Affected Road



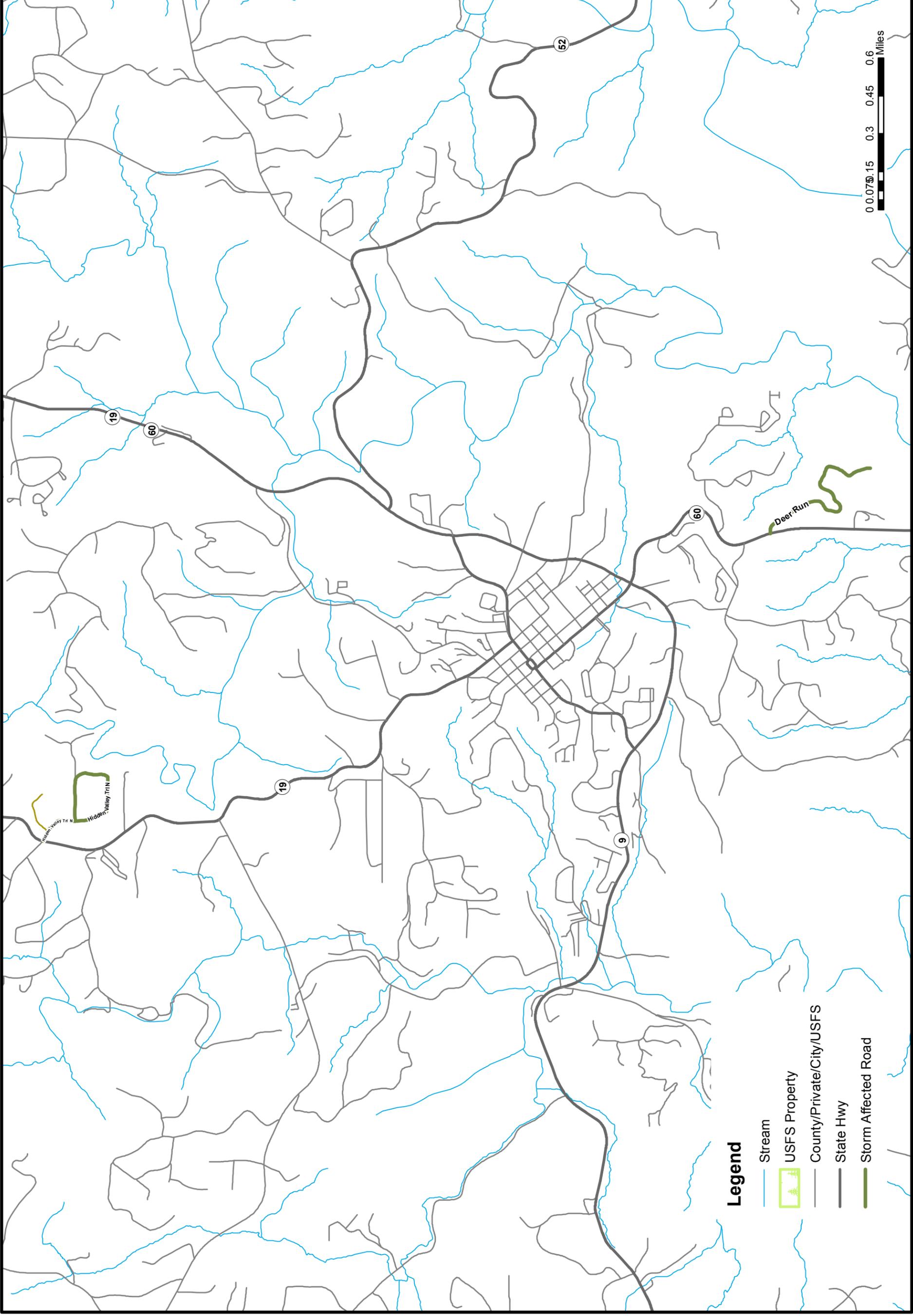
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Group 8 Roads



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Legend

-  Stream
-  USFS Property
-  County/Private/City/USFS
-  State Hwy
-  Storm Affected Road



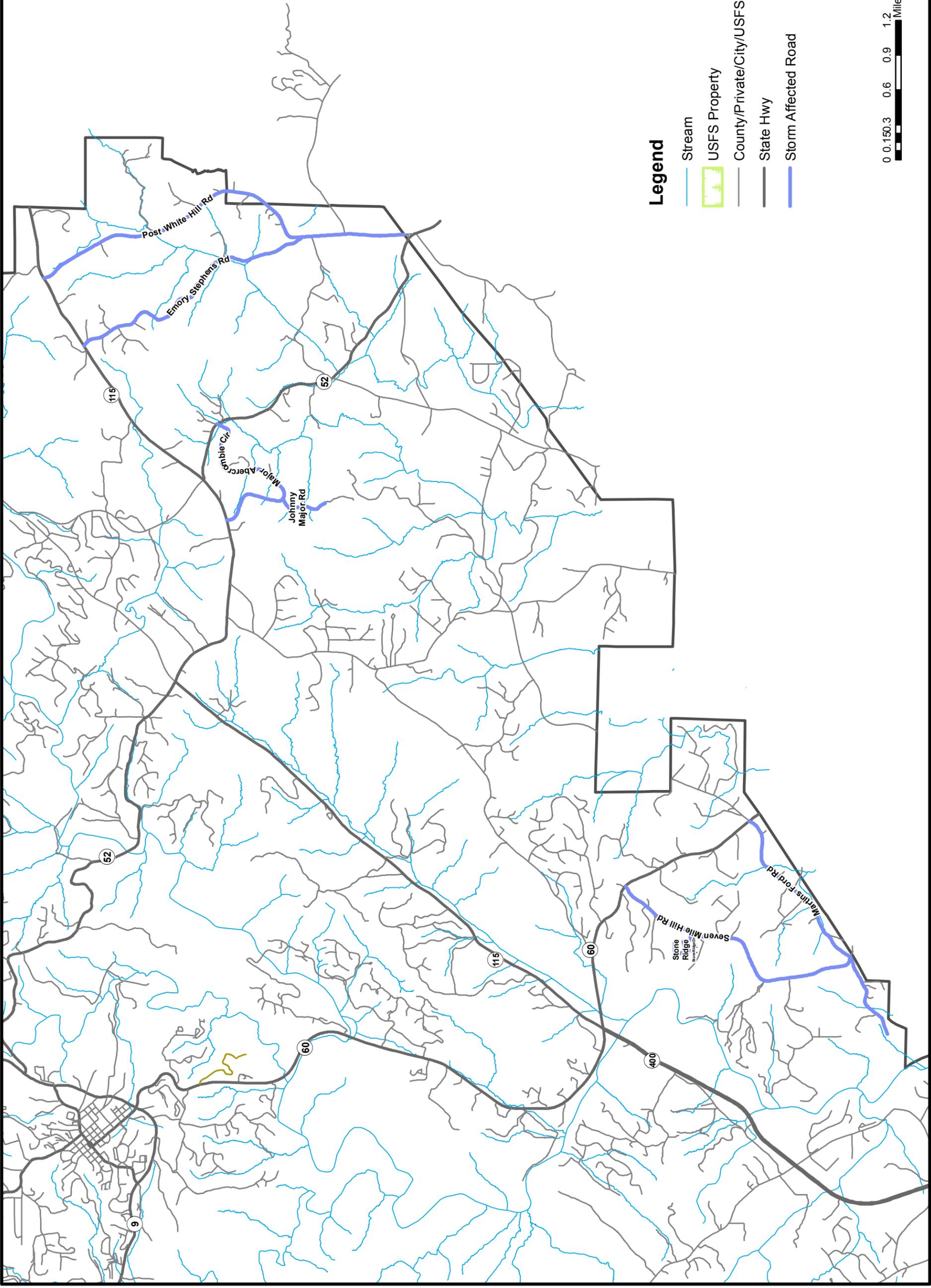
LUMPKIN COUNTY
GIS DEPARTMENT
25 SHORT STREET
DAHLONEGA, GEORGIA 30533
(706) 864-6894

Group 9 Roads



THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO ESTABLISH LEGAL PROPERTY LINES, AND LOT LINES OR LOT CORNERS. EVERY EFFORT HAS BEEN MADE TO VERIFY THE ACCURACY OF THE DATA PRESENTED ANYWHERE AND THE BELIEF OF THE DATA PRESENTED ANYWHERE HEREIN IS TO PROVIDE GENERAL INFORMATION ONLY. PARCEL INFORMATION CONTAINED HEREIN IS A GENERALIZATION OF THE DATA FROM THE LUMPKIN COUNTY ASSESSOR'S OFFICE AND EMPLOYEES. THE INFORMATION CONTAINED HEREIN IS THE RESPONSIBILITY OF THE USER.

Concerning FEMA Q3 Flood Information:
The digital Q3 Flood data products were not designed for your personal use. They are designed to provide guidance and a general overview of the location of Special Flood Hazard Areas. They are not intended to be used for engineering applications and cannot be used to determine absolute elevations or flood boundaries. Users should consult with local flood insurance agents for more information on flood insurance programs in applying this product.



Legend

-  Stream
-  USFS Property
-  County/Private/City/USFS
-  State Hwy
-  Storm Affected Road





3.0 TERMS AND CONDITIONS

3.1 Bid Amendments

The County reserves the right to amend the bid prior to the due date. All addenda and additional information will be posted to the County website www.lumpkincounty.gov prior to 5:00 pm EST on March 30, 2015. It is the vendor's responsibility to check the website for addenda before submitting a bid. A signed copy of all addenda is to be included with the bid.

3.2 Bid Withdrawal

A submitted bid may be withdrawn prior to the due date by submitting a written request to Patti Jo Holder, Purchasing Agent.

3.3 Costs for Preparing Bids

The cost for developing the bid is the sole responsibility of the bidder. The County will not provide reimbursement for a submitted bid package.

3.4 Conflict of Interest

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

3.5 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.

3.6 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 one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the vendor's bid.

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

The vendor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed is received from the County.



3.7 Taxes

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

3.8 Compliance with Laws

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

3.9 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 vendor 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 vendor 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 vendor, 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 vendor will be paid by the County for all scheduled work completed satisfactorily by the successful vendor up to the termination date set forth in the written termination notice.

3.10 Conditions of Materials

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



3.11 Rejection of Submissions/Cancellation of Bids

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 bid at any time. Lumpkin County will not be liable for any cost/losses incurred by the vendors throughout this process.

3.12 Non-discrimination

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

3.13 Payment

Payment terms and invoicing requirements for this bid shall be monthly upon a percentage complete basis as determined by the Public Works Department. Final payment will be made upon completion of the project.

3.14 Insurance

The vendor 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 vendor 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 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 vendor 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 vendor 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 vendor, it's 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 vendor 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 vendor 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 RFP.
5. The vendor shall notify the County, in writing, sixty (60) days prior to change in insurance or cancellation date. The failure of the vendor to deliver a new 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 vendor 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 vendor. Furthermore, the vendor 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 vendor 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 vendor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The vendor shall be responsible for the costs of any and all alternate insurance coverage obtained.

3.15 Project Coordination

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

The vendor 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.

3.16 Accuracy of Work

The vendor 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 vendor 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 vendor or latent defects in the products sold by the vendor.



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

3.17 Ownership

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

3.18 News Release by Vendor

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

3.19 Severability/Cancellation

It is understood and agreed by the parties here to 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 vendor 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 vendor 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.

3.20 Drug Free Workplace

By submission of a proposal, the vendor 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:



A drug free workplace will be provided for the vendor's employees during performance of the contract. Each vendor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification:

“As part of the subcontracting agreement (Vendor's Name), (Sub-Contractor's name) certifies to the vendor 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.

The vendor 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.”

3.21 Assignment of Contractual Rights

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

3.22 Indemnity

To the fullest extent permitted by law, the vendor 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 resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the vendor or anyone for whom the vendor is responsible.

3.23 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).

3.24 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 vendor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the owner.



3.25 Open Records

All materials submitted in connection with this Invitation to Bid will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Lumpkin County Board of Commissioners. All such materials shall remain the property of Lumpkin County and will not be returned to the respondent.

3.26 Georgia Security and Immigration Compliance Act

Vendors submitting a response to this Invitation to Bid must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

Every vendor submitting a bid must complete the forms showing compliance with the Georgia Security and Immigration Compliance Act O.C.G.A 13-10-90. The forms are part of this Invitation to Bid package.



VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

Company Name: _____

Please indicate you have completed the following documentation; and submit them in the following order

- Information Form
- Execution of Proposal Form
- Price Proposal Form
- Certification and Non-Collusion Form
- Drug-Free Workplace Form
- Addenda Acknowledgement Form
- Georgia's Security and Immigration Compliance Act Affidavit
- Completed W9
- Proof of Insurance Certification
- Copy of Valid Business License (if in Lumpkin County)
- Copy of Any Certifications Requested within ITB (if applicable)

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



VENDOR'S INFORMATION FORM

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.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



VENDOR'S EXECUTION OF PROPOSAL FORM

DATE: _____

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

___ That this bid 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 proposal 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



VENDOR'S PRICE PROPOSAL

I have read and understand the requirement of this bid, #2015-00# Debris Removal, and agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

Group 1 Lump Sum Price \$ _____ *

Group 2 Lump Sum Price \$ _____ *

Group 3 Lump Sum Price \$ _____ *

Group 4 Lump Sum Price \$ _____ *

Group 5 Lump Sum Price \$ _____ *

Group 6 Lump Sum Price \$ _____ *

Group 7 Lump Sum Price \$ _____ *

Group 8 Lump Sum Price \$ _____ *

Group 9 Lump Sum Price \$ _____ *

Group 10 Lump Sum Price \$ _____ *

*Price is all inclusive (labor, travel, per diem, insurance, etc.)

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.

Company Name

Date

Printed Name

Authorized Signature

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



VENDOR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I, _____, certify that this 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 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 proposal 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 proposer or the proposer's associates with any County staff or elected officials since the date this **BID #2015-006 Debris Removal** 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 proposal submitted by any vendor violating this provision.**

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

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



DRUG- FREE WORKPLACE FORM

I hereby certify that I am a principle and duly authorized representative of: _____

whose address is: _____

And it is also that:

1. The provisions of Section § 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; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Signature

Date

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



ADDENDA ACKNOWLEDGEMENT

The vendor 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)

Vendors must acknowledge any issued addenda. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer 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



Georgia Security & Immigration Compliance (GSIC) Act Affidavit

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

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



**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]

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



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]

[Page 2 of 2]

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



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.*

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



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: _____

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

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 one of the following seven boxes: Individual/sole proprietor or Trust/estate single-member LLC C Corporation S Corporation Partnership Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. 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. 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) <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Lumpkin County Board of Commissioners
6 City, state, and ZIP code	99 Courthouse Hill Suite H Dahlonega, GA 30533
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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 *How to get a TIN* on page 3.

Note. 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.

Social security number								
				-				

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature	Signature of U.S. person	Date
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