



LUMPKIN COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID

ASPHALT REHABILITATION OF RUNWAY AND TAXIWAYS

AT LUMPKIN COUNTY WIMPY AIRPORT

PROJECT NUMBER 2015-008

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Tuesday, May 26, 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 Tuesday, May 26, 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 sealed bids for the Asphalt rehabilitation of the runway and taxiways at the Lumpkin County Wimpy Airport.

1.2 Schedule of Events

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

DATE	ACTIVITY
Wednesday, April 22, 2015	Release BID
Wednesday, May 13, 2015 10:00 am EST	Mandatory Pre-Bid Conference
Monday, May 18, 2015 12:00 pm EST	Deadline for written questions to Purchasing Agent
Thursday, May 21 2015 5:00 pm EST	Answers to written questions posted to website www.lumpkincounty.gov/dept/purchasing
Tuesday, May 26, 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 mandatory pre-bid conference will be held at 10:00 am EST on Wednesday, May 13, 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 Monday, May 18, 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 Thursday, May 21, 2015, at 5:00 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.

Time is of the essence; therefore, all items on this project must be completed within 180 days of the Notice to Proceed.

1.7 Bonds

Bid Bonds	Required
Payment Bonds	Required
Performance Bonds	Required

Information regarding bonds to be furnished (if required) is stated in paragraph 3.8 "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:

ITB # 2015-008 Asphalt Rehabilitation of Runway and Taxiways at Lumpkin County Wimpy Airport, with the bidder's business name being clearly visible. Bids must be received no later than 10:00 am EST, on Tuesday, May 26, 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 Tuesday, May 26, 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 scope and procedure for this project shall consist of placing a single surface treatment (chip seal) with #7 stone on the entire length and width of the runway on the Lumpkin County Wimpy Airport. Level over the chip seal with 45 lbs. of 9.5 MM asphalt leveling. Top the runway with 150 lbs. of 9.5 MM topping. Level the taxiway and entrance road at the airport as directed by the engineer and top with 125 lbs. of 9.5 MM asphalt topping. All paint areas for this project are to be included in the bid. All work to be done in accordance with the 2013 Ga. Standard Specifications and by the plans and drawings included in the bid documents for this project.

Lumpkin County must be notified 24 hours prior to all work pertaining to this project, so appropriate authorities can be notified of runway closures.

Please see "Attachment A" for detailed drawings of the work described the above paragraph, SCOPE OF WORK.

Lumpkin County personnel will be supervising construction on this project under the guidance of the Ga. Dept. of Transportation.

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 Thursday, May 21, 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 Bid, Performance and Payment Bonds (If Required)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond shall be furnished to Lumpkin county of stated as required in paragraph 1.7 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on federal bonds and as acceptable reinsuring companies, and have an A.M. best rating.

3.9 Compliance with Laws

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

3.10 Non-Collusive Bidding

Contractor shall not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. Contractor shall not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatsoever, nor shall Contractor cause or induce another to withdraw a bid or proposal for the work. § 36-91-21. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

3.11 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.

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).

3.12 Conditions of Materials

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

3.13 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.

3.14 Non-discrimination

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

3.15 Measurement and Payment

The method of measurement and computation to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

Accounts Payable
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

A ten (10) percent retainage will be held on each invoice until project is fifty (50) percent complete. A five (5) percent retainage will be held on each invoice thereafter for remainder of project.

Each invoice must include the following information:

1. Date of Invoice
2. Service Performed
3. Billing Period
4. Terms
5. All billable items must be itemized
6. Appropriate Unit of Measure

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

Approved invoices (less retainage) will be paid within 10 days of approval.

Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.

3.16 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.

3.17 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.

3.18 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 supplied 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.

3.19 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.

3.20 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 approval.

3.21 Severability

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.

3.22 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.”

3.23 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.

3.24 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.

3.25 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 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.

3.26 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.

3.27 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
- Execution of Proposal
- Bid Quantity Sheet
- Price Proposal
- Bid Bond 5%
- Affidavit of Non-Collusion
- Drug-Free Workplace
- Addenda Acknowledgement
- 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



LUMPKIN COUNTY BID QUANTITY SHEET

LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY & UNITS	UNIT PRICE	DOLLARS /CENTS
	Mobilization	Lump		
0010	Item 324- Single Surface Treatment, Stone Size No. 7	17167 Sq. Yard		
0015	402 Recycled Asph. Conc Leveling, 9.5 MM Super Pave Gp 2 only Incl. Bitum Matl and H lime	570 ton		
0020	402- Recycled Asph. Conc. 9.5 MM Runway Topping Incl. Bitum. Material and H lime	1300 Ton		
0025	402-Recycled Asph. Conc, 9.5 MM Taxiway and Entrance Road topping Incl. Bitum. Material and H lime	700 Ton		
0030	413-Bitum Tack Coat	1630 Gal		
0035	AC 150/5340-1L Paint Markings	8000 Sq. Ft.		
Total Amount				



VENDOR'S PRICE PROPOSAL

I have read and understand the requirement of this bid, #2015-008 Asphalt Rehabilitation of Runway and Taxiways at Lumpkin County Wimpy Airport, 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.

Lump Sum Price \$ _____

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



VENDOR'S AFFIDAVIT OF NON-COLLUSION

I, _____, certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/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 I did not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. I did not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatever. I did not, nor will I, cause or induce another to withdraw a bid or proposal for the work.

I have not directly or indirectly violated subsection (d) of O.C.G.A § 36-91-21, nor has any officer, representative, agent or other person acting on behalf of my company.

If this oath is false, the contract shall be void, and all sums paid by Lumpkin County on the contract may be recovered by appropriate action.

COMPANY NAME: _____

Authorized Representative (Signature) Date

Authorized Representative/Title

(Print or Type)

This affidavit is given this _____ day of _____, 2015.

Sworn to and subscribed before me this _____ day of _____, 2015.

Notary Public

Commission Expires

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]

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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.*

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E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Name of Contractor) on behalf of (State Recipient/Sub-recipient), under the Community HOME Investment Program (CHIP), has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by 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.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

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).

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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: _____

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