



**Bid
Gordon County
Motor Grader**

Contact Information:

Gordon County
Attn: Purchasing Director
201 North Wall Street
Calhoun, Georgia 30701

mvaughn@gordoncounty.org

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1.0 Overview

The Gordon County Board of Commissioners will be accepting sealed written bids from qualified vendors to procure a new motor grader. See specifications in this document.

Submission

If you choose to submit a bid for this product, the County requires the vendor submit two (2) sealed original printed proposals (e-mail or faxes not accepted) and one (1) electronic copy of the bid/proposal (cd or usb drive). Your sealed bid must be marked, "Motor Grader" and delivered to the Gordon County Administration Building at 201 N. Wall Street, Calhoun, Georgia 30701 **no later than 2:00 p.m. on 8/28/2019**. The receiving time at the Gordon County Administration Building 201 N. Wall Street – Calhoun, GA 30701 will be the governing time for acceptability of the Proposal.

The Proposal response shall be in the form defined in 4.0 **Proposal Response Requirements**.

Any response received after the deadline date and time shall be returned unopened. Incomplete responses may not be considered if the omissions are determined to be significant. All Proposals will be publicly opened and Proposal cost read at that time and place. You are invited to attend the opening. The submitted Proposal vendors will be posted online at www.gordoncounty.org the day after the proposal opening.

The Gordon County Board of Commissioners reserves the right to accept, or reject, any and all Proposals received and/or disregard informalities in the Proposals received. If additional information is needed, contact Martin Vaughn, Gordon County Purchasing Director mvaughn@gordoncounty.org

1.1 Communication with Gordon County

All Communications regarding this Proposal shall be communicated through Gordon County Purchasing. Telephone inquiries will not be accepted. Any questions regarding this Proposal should be submitted to Martin Vaughn via e-mail – mvaughn@gordoncounty.org. Your inquiry shall be titled “Motor Grader”, your company name and telephone number must be on all correspondence. Information obtained from **any other source is not official and should not be relied upon.**

1.3 Award

While the County is entertaining a bid, it will not be bound to award the bid.

The County may contact and evaluate the vendor’s and any subcontractor’s references; contact any vendor to clarify response; contact any current or past users of a vendors or subcontractors services.

The County will not be obligated to accept the lowest offer but will make an award in the best interest of the County after all factors have been evaluated.

The County will be the sole judge of the successful offer. The County reserves the right to negotiate with any and all vendors. Vendors are advised that it is possible that an award may be made without discussion or any contact concerning the Proposal received. Accordingly, Proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss or revise your proposal.

1.4 Terms and Conditions

The successful vendor shall submit the following items within ten calendar days of written notification from the county of the proposal award:

- Written certification that the Vendor operates a drug-free workplace in accordance with O.C.G.A. 50-24-1 through 50-24-6 (form provided by county).
- There are no expressed or implied obligations for Gordon County to reimburse responding companies for any expenses incurred in preparing proposals in response to this Proposal.
- The county reserves the right to request clarifications regarding information submitted as well as request additional information from one or more parties submitting qualifications.
- By submitting qualifications, a party certifies that it has fully read and understood this Proposal, has reviewed the attached documents (if any), and has full knowledge of the nature, scope, quantity and quality of the work to be performed; the requirements of the products and services to be provided and the conditions under which the services are to be performed. Failure to do so will not relieve the successful proposing company of their obligation to enter into a contract and to completely perform the contract in strict accordance with this Proposal.
- No proposals may be withdrawn or revoked for a period of 30 days after date of proposal opening.
- Ownership of all data, materials, and documentation prepared for and submitted in response to this Proposal shall belong exclusively to Gordon County and will be considered a public record and subject to public inspection in accordance with the Georgia Open Record Act, O.C.G.A. 50-18-70 et. seq. unless otherwise provided by law.
- The Gordon County Board of Commissioners reserves the right to reject any or all proposals, call for new proposals, to waive any informalities in a proposals, and to select the qualified parties. The Gordon County Board of Commissioners reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of citizens of Gordon County.
- This Proposal shall be governed in all respects by the laws of the State of Georgia and the successful proposing parties shall comply with all applicable federal, state, and local laws and regulations.
- By submitting their qualifications, all proposing parties certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their proposals, and that they have not conferred on any Gordon County employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.

- The proposing parties specifically certify in submitting their proposals that they are not in violation of O.C.G.A. 16-10-2 and 16-10-22 for acts of bribery, and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.
- By submitting their qualifications, all proposing companies certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and/or the federal government, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any agency of the State of Georgia or the federal government.
- Because bids awarded to “local” vendors contribute to the Gordon County tax base and promote the local economy, the Gordon County Board of Commissioners has determined that, under certain circumstances, such “local” vendors shall be provided an additional privilege when bidding against non-local vendors.

If a “local” vendor’s bid shall meet all specifications and is not more than four percent (4%) more than the lowest responsive and responsible bidder, the lowest bidding “local” vendor shall be given one (1) business day from the opening of such bids in which to notify the Purchasing Director that it agrees to match the low bid submitted by any non-local vendor. If such “local” vendor shall not agree to match the low bid, then the next lowest “local” vendor, if any within this specified category, shall be given one (1) business day there from to notify the Purchasing Director that it agrees to match the low bid submitted by any non-local vendor, and so on until all “local” vendors who fall within the specified category have had an opportunity to match the low bid.

This privilege or preference shall not apply to road construction or public works projects otherwise governed by Georgia Law or to the purchase of any other goods and/or services, for which such preference is prohibited by Georgia Law.

A “local” vendor for purposes of this section shall be defined as a vendor maintaining a physical presence within Gordon County, including, but not limited to the maintenance of one (1) or more offices within Gordon County with continuous employment of not fewer than two (2) persons at such office(s) for more than six (6) months prior to the submission of such bid. The mere maintenance of a post office box within Gordon County shall not qualify a vendor as “local” for purposes of this policy.

1.5 General Proposer information

The County reserves the right to negotiate with vendors regarding variations to the original proposal(s) that may be in the best interest of the County. The County reserves the right to accept or reject any or all bids or proposals and to waive informalities and irregularities in bids or bidding procedures and to accept any bid determined by the Board of Commissioners to best suit and fit the needs of the county in its sole discretion.

Vendor is to review and be familiar with the enclosed proposal specifications. Failure to review the specifications will not relieve the successful vendor of an obligation to furnish all products, services and labor necessary to carry out the provisions of the contract.

The successful proposing Vendor shall not assign or transfer any interest in the contract or subcontract any part of the contract without prior written approval from the County

The signer of the Proposal must declare that the Proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal proponent.

Failure to include all information requested in this bid is cause for rejection of the proposal.

It is expressly understood and agreed that the proposing vendor is an independent contractor at all times and for all purposes hereunder. Officers, employees or representatives of the vendor will not be deemed in any way to be, and shall not hold themselves out as; employees, servants, representatives or agents of the County and will not be entitled to any fringe benefits of the County such as, but not limited to; health and accident insurance, life insurance, longevity, economic increases or paid sick or vacation leave. The vendor will be solely responsible for payroll wages, for the withholding and payment of all income and social security taxes to the proper federal, state, and local governments and for providing workers' compensation and unemployment insurance of the Vendor

It is agreed that the successful vendor shall not assign, transfer, convey, or otherwise dispose of the contract or its rights, title or interest in any part thereof, without prior written consent by the County. The County must approve **all subcontractors providing on-site services.**

Vendor shall indemnify, hold harmless and defend the County its officers, employees, agents and elected officials from and against any and all claims and actions brought against the County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the County, its employees, subcontractors or agents except all actions and claims arising out of the negligence of County.

Each bidder shall furnish satisfactory evidence of his ability to construct the apparatus specified, and shall state the location of the factory where the apparatus is to be built. The bidder shall also show that they are in a position to render prompt service and furnish replacement parts for said apparatus.

It is required that the bidder shall meet all State and Federal safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

2.0 Tentative Calendar of Events

Proposal Posted:	7/30/2019
Proposal Submittal Deadline	8/28/2019 at 2PM
Gordon County Admin Building – 201 N Wall St. – Calhoun, GA 30701	
Evaluation	8/28 thru 9/3/2019
Possible Vendor notification of award	9/3/2019

3.0 Evaluation

Criteria for the award shall include, but not be limited to, the following:

- Completeness of proposal
- Past performance of bidder
- Compliance with the detailed specifications
- Exceptions and clarifications
- Serviceability of the proposed apparatus
- Any other factor the purchaser deems relevant

4.0 Proposal Response Requirements

Company Name: _____

Authorized Proposer: _____ Date

The Proposal response shall be in the following order. This sheet shall be the first page of your response followed by each of the following. *Check off each of the following to insure your response is complete.*

If your response is not in the specified response format – this may be a reason to disqualify your proposal.

- ___ Part 1 - Completed Cost Summary Sheet(s)
- ___ Part 2 – Completed Bid Specifications (see attached)
- ___ Part 3 – Deviations Sheets noting the deviations from specifications
- ___ Part 4 – Reference Sheet(s)
- ___ Part 5 – Warranties
- ___ Part 6 – Any other Information deemed critical to your proposal
- ___ Part 7 – Forms

Completed Acceptance of Terms of this Agreement Sheet.
Completed Non-Collusion Affidavit

5.0 Cost Summary Sheet

PRICE per unit _____ **as delivered to customer**

Detail any other associated costs:

6.0 Deviations Sheet(s)

Detail all deviations from the attached specifications. The assumption is if no deviations are supplied; then the County expects the apparatus to match specifications **exactly**.

7.0 Reference Sheet

List 3 or more references with similar apparatus supplied to end customers as this bid. Include Company, Address, and name of contact person, telephone and e-mail

8.0 Warranties

A copy of the warranties for the device and equipment

9.0 Forms

9.1 *Acceptance of Terms of this Agreement*

Name of Proposer: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Authorized Signature _____ Title: _____

Name Printed: _____ Date: _____

It is agreed by the above signed proposer that the signature and submission of this proposal represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

9.2 Non-Collusion Affidavit of Prime Proposer

STATE OF _____ COUNTY OF _____

I _____, being first duly sworn, depose and say that;

He is _____ of _____, the proposer that has submitted the attached proposal;

He or she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal; Such proposal is genuine and is not a collusive or sham proposal; Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposer, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Gordon County Board of Commissioners or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Proposer: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20__.

NOTARY PUBLIC: _____

Commission Expires: _____