

Purchasing Department

116 West Jefferson Street
Thomasville, Georgia 31799
229-225-4100



**BOARD OF
COMMISSIONERS**

August 11, 2026
Invitation to Bid
Right-of-Way Mowing

You are invited to submit a sealed bid for the Thomas County Board of Commissioners. Attached are the general conditions, standard instructions, specifications, and bid form. Variation from the given specifications should be noted on the bid form with an explanation of said variation(s) attached. Bids are to be marked with the bidder's name and address and labeled: **Bid for "Right-of-Way Mowing"** and mailed or delivered to the following address no later than 2:00 p.m., local time, Friday, September 11, 2026.

Pre-Bid Conference:	<u>09/02/2026</u>	<u>2:00 p.m.</u>
Deadline/Bid opening:	<u>09/11/2026</u>	<u>2:00 p.m.</u>
Committee Review:	<u>10/06/2026</u>	<u>4:30 p.m.</u>
Tentative Award Date:	<u>10/13/2026</u>	<u>9:00 a.m.</u>

Address all bids to:

THOMAS COUNTY BOARD OF COMMISSIONERS
SEALED - Bid for "Right-of-Way Mowing"
ATTN: PURCHASING DEPARTMENT
P.O. Box 920
116 West Jefferson Street, Room 220
Thomasville, Georgia 31799

Any inquiries concerning this bid should be made to Nisha, Purchasing at the above location or at (229) 225-4100 or nisha.thurman@thomascountyga.gov.

UPON RECEIPT OF THIS INVITATION - PLEASE CALL OR E-MAIL CONFIRMATION OF RECEIPT.

GENERAL CONDITIONS

No bids received after said time or at any place other than the time and place stated in the notice will be considered.

WITHDRAWAL OF BID:

A bidder may withdraw his bid before the expiration of the time during which bids may be submitted without prejudice to the bidder, by submitting a written request of withdrawal to the Thomas County Board of Commissioners, Purchasing Department.

REJECTION OF BID:

Thomas County may reject any and all bids, and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Thomas County. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Thomas County will be the sole judge which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of Thomas County that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not fraudulent or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a fraudulent bid, or any other person, firm or corporation to refrain from bidding and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:

By submitting a bid, the bidder represents and warrants that neither a Commissioner nor Chairman of Thomas County has, in any manner, an interest, directly or indirectly in the bid or in the contract that may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS TO BIDDERS

1. The written specifications contained in this bid will not be changed or superseded except by written addendum from Thomas County. Failure to comply may result in disqualification.
2. All goods and materials will be F.O.B. Thomas County Board of Commissioners - Thomasville, Georgia. No freight charges will be paid unless included in the bid price.
3. All bids must be sealed, received and in-hand at bid due date and time. Thomas County accepts no responsibility for mail delivery.
4. Each bid form must include business name, mailing address, and signature. The first page must be the Bid Form unless otherwise instructed.
5. No bids received after the stated time or place will be considered.
6. Thomas County may reject any and all bids and must reject bids from delinquent or unfaithful parties.
7. Telephone bids will not be accepted unless stated.
8. No sales tax will be charged. Thomas County is exempt under Georgia Law 58-6000893.
9. Bidders will state delivery time after receiving purchase order.
10. Bids are valid for 90 days unless otherwise stated.
11. Bid results will be emailed after award. Not available orally.
12. All responses must be submitted on the provided bid format.

INSURANCE/BONDING

A. Evidence of Insurance: Contractor must file evidences of insurance prior to contract execution. Insurer must provide 30 days notice before cancellation or change.

B. Certificate of Insurance: This certificate does not amend or alter policy coverage.

C. Cancellation of Insurance: Contractor must provide replacement policies if canceled. Owner may obtain insurance at Contractor's expense if Contractor fails to maintain coverage.

D. Public Liability:

1. Successful bidder must furnish liability insurance of not less than \$1,000,000 per occurrence, including general liability, premises/operations, underground explosion and collapse, products/completed operations, contractual liability, independent contractors, property damage, personal injury, automobile liability, and statutory workers' compensation. Certificate must be furnished within 10 days of Notice of Award.

2. Liability insurance shall indemnify Contractor and subcontractors for bodily injury and property damage. Policies must include owned and non-owned vehicles, contractor's protective coverage, contractual liability, and cross liability. Additional insureds must include Owner, Construction Manager, design engineer, and their personnel.

3. Workers Compensation Insurance: Contractor and subcontractors must maintain workers compensation or employer's liability insurance for all employees on or about the construction site.

4. Bid Security:

a. Bid Bond: Bids must include a bid security of not less than 10% of the total bid.

Acceptable forms include cashier's check, certified check, bank draft, irrevocable letter of credit, or bid bond from a Georgia-licensed surety.

b. Payment and Performance Bonds: Successful bidder must submit bonds within 15 days of Notice of Award. Failure may result in annulment and forfeiture.

c. Subcontractors: Subcontracts of \$20,000 or more require 100% payment and performance bonds.

d. Retainage: Thomas County normally holds 5% retainage until final completion and acceptance.

**THOMAS COUNTY BOARD OF COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS
THOMASVILLE, GEORGIA**

RIGHT OF WAY MOWING SPECIFICATIONS 2027 – 2029

SPECIFICATIONS FOR MOWING OF ROADSIDES BY CONTRACT

These Specifications outline the mowing requirements of Thomas County Public Works that are to be met by the Contractor. Any questions concerning these specifications should be directed to the Director of Thomas County Public Works.

A DEFINITIONS

ACCEPTABLE MOWING - The height of vegetation shall be **4 inches**, maximum height. The mowing shall present a neat and attractive appearance. Strips of vegetation left between cuts and areas mashed down by equipment tires and left un-mowed will not be acceptable and require re-mowing.

BACK SLOPE - The area of a sloped cut that begins at the rear of the roadway ditch (or toe of back slope) and extends to the top of the cut slope toward the right of way.

LITTER PICK UP - All trash on the Thomas County right-of-way. Tires and large items such as furniture, mattresses, etc. will be picked up by County forces.

MOWING CYCLE - The mowing cycle consists of the mowing of **390±** miles and shall be a continuous effort until one cycle is completed (weather permitting).

MOWING HEIGHT - The mowing height will be **4" maximum height**. Random checks will be conducted.

RIGHT-OF-WAY - The entire portion of the highway within the boundaries of access control fences or access control lines where no fences exist.

ROADSIDE OBSTACLES - Those entities occurring within the highway roadside infrastructure, either naturally or unnaturally. They shall include, but not be limited to the following: sign posts, delineator posts, light posts, steel beam guardrail and posts, headwalls, catch basins, fallen rock in roadway ditches, bridge and abutments, mailboxes, newspaper boxes, and landscape plantings.

ROADWAY - The entire portion of the highway intended for normal or emergency use of vehicular traffic including all traffic lanes, shoulders, medians, and interchanges.

ROADWAY DITCH - The depressed are located at the toe of the cut slope, parallel to the roadway surface, and adjacent to the shoulder that allows for the drainage of water from the roadway.

TRIMMING - The reduction of vegetation from in front of, behind, under, or around roadside obstacles utilizing blade type trimming equipment. See Section B, Paragraph 2.

URBAN MOWING - Areas to be mowed in congested areas due to homes or traffic.

B. GENERAL

All mowing shall be performed in accordance with this Special Provision and to the satisfaction of the Public Works Director, or its agent.

Vegetation around roadside obstacles such as delineator posts, culvert headwalls, sign posts, mailboxes, and guardrails shall be trimmed by the Contractor by mechanical means so as to present a neat and attractive appearance. Excessive hand labor should not be included.

Trimming shall be accomplished by power equipment. The trimming shall be as close to a roadside obstacle as possible. Trimming shall be done as **incidental** to the right-of-way mowing cycle. Trimming around obstacles shall be done in a manner to assure a neat cosmetic appearance. Example - power poles, signs, cross drains, etc. shall be trimmed on all four sides as close as possible. Weed eaters can be used for trimming also.

The height of mowing shall be **four (4) inches** maximum height for all mowing operations.

C. QUALIFICATIONS OF CONTRACTORS

Contractors submitting bids shall certify in writing that they possess or will possess all necessary paperwork, equipment, facilities, and personnel to fulfill the terms of the Contract and be ready to proceed upon receipt of Notice of "Authorization to Proceed".

Proof of general liability insurance will be required in the amount of \$1,000,000. Proof of workers compensation insurance will be as required by Georgia state law. Certificates must be furnished to Thomas County for verification.

All mower operators shall be trained and properly certified to operate mowing equipment. It shall be the responsibility of the Contractor to supply all necessary training.

The Contractor shall be familiar with all construction signing for roadway safety.

All employees must be legal residents of the United States.

D. TYPES OF MOWING OPERATIONS

The types of mowing operations to be performed on this Contract are defined as follows:

1. Right-of-Way Mowing

The mowing of County-owned, assumed, or recognized right-of-way. This shall include the area that is **obviously** maintained by the County. A smooth transition shall be made back to normal mowing limits. **MOWING IS TO BE DONE TO THE MAXIMUM LIMITS OF THE RIGHT OF WAY.**

2. Urban Mowing

25± miles included in the **390±** miles of right-of-way mowing. These are roads that are congested with homes and traffic and may be mowed with zero-turn radius mowers that

shall be equipped with safety lights and flags. The use of the zero-turn mowers shall be at the contractor's discretion.

3. Safety Mowing

The mowing of any vegetation that presents a sight distance problem at intersections, driveways, and curves to provide adequate sight distance. The Contractor agrees that this shall be done as part of the per mile price.

4. Trimming

This operation shall be the trimming of vegetation from around roadside obstacles and their proximities that occur within the designated mowing area in order to present a neat and attractive appearance. Trimming shall be done by machine as close as mechanical means will allow. (See Section B, Paragraphs 2, 3) A weed eater can be used if contractor chooses. List it in equipment used on Page 12.

Trimming operations shall be completed as **incidental** to the right-of-way mowing cycle.

E. EQUIPMENT

The equipment used for mowing shall be of sufficient type, capacity, and quantity to safely and efficiently perform the mowing work as specified.

1. **Minimum equipment for the Contract shall include the following:**

- a. Minimum 3 tractors with mowers – suggested 2 tractors with batwing mowers and 1 tractor with minimum 60" mower
- b. Adequate support equipment – including safety/pickup trucks, service trucks, and any other item of equipment necessary to provide mowing services.

2. Specifications for such equipment are as follows:

- a. All tractors will have orange flags, placed so not to impair operator vision or LED strobe lights.
- b. All open portions of the mower must have acceptable guards to prevent objects from being discharged.
- c. Warning lights as stated in Section H, Paragraph 1.
- d. Roll bars.
- e. Blades for mowing should be **routinely sharpened** to ensure a quality cut.

F. TIME AND FREQUENCY OF MOWING CONTRACT OPERATIONS

RIGHT-OF-WAY MOWING - The Contractor agrees that the Public Works Director shall direct the time and place for each Right-of-Way mowing cycle. The number of mowing cycles on each project shall be determined by the Public Works Director within the parameters of this agreement. There will be four (4) mowing cycles per year, pending final decision by Board.

Approximate Schedule - 4 cycles

1st Mowing	1st week in April
2nd Mowing	1st week in June
3rd Mowing	1st week in August
4th Mowing	End of September

Mowing cycles may vary if growth of grass warrants an adjustment. This shall be at the discretion of the Public Works Director.

NOTE: This may be done in conjunction with the county's chemical spraying program.

TRIMMING - The trimming operations that are to be done in conjunction with the mowing cycle shall be completed with the completion of the Right-of-Way mowing cycle.

G. NOTIFICATION AND PROJECT COMPLETION

The Contractor will be notified, via telephone, seven (7) calendar days prior to the date specified for the beginning of each mowing cycle. After receiving notification, the Contractor shall carry out all schedules in the same general direction and sequence. Cycles shall be completed without interruption and to the satisfaction of the Public Works Director.

H. TRAFFIC CONTROL

Tractors shall be equipped with either revolving or strobe lights. The revolving or strobe lights shall be visible for a minimum of one (1) mile, flashing sixty (60) to ninety (90) times per minute, mounted for three hundred sixty (360) degrees of visibility and equipped with amber lens. Eighteen (18) inch square orange flags on the rear of tractor nearest traffic will also be required.

Support vehicles including safety truck, pickup trucks, and any other vehicle used in mowing operation shall be equipped with revolving or strobe lights, as stated above.

THE SAFETY OF THE PUBLIC AND THE CONVENIENCE OF TRAFFIC SHALL BE REGARDED AS PRIME IMPORTANCE.

Signs, lights, safety, and other traffic control items are not a pay item, but are considered incidental to safe traffic control.

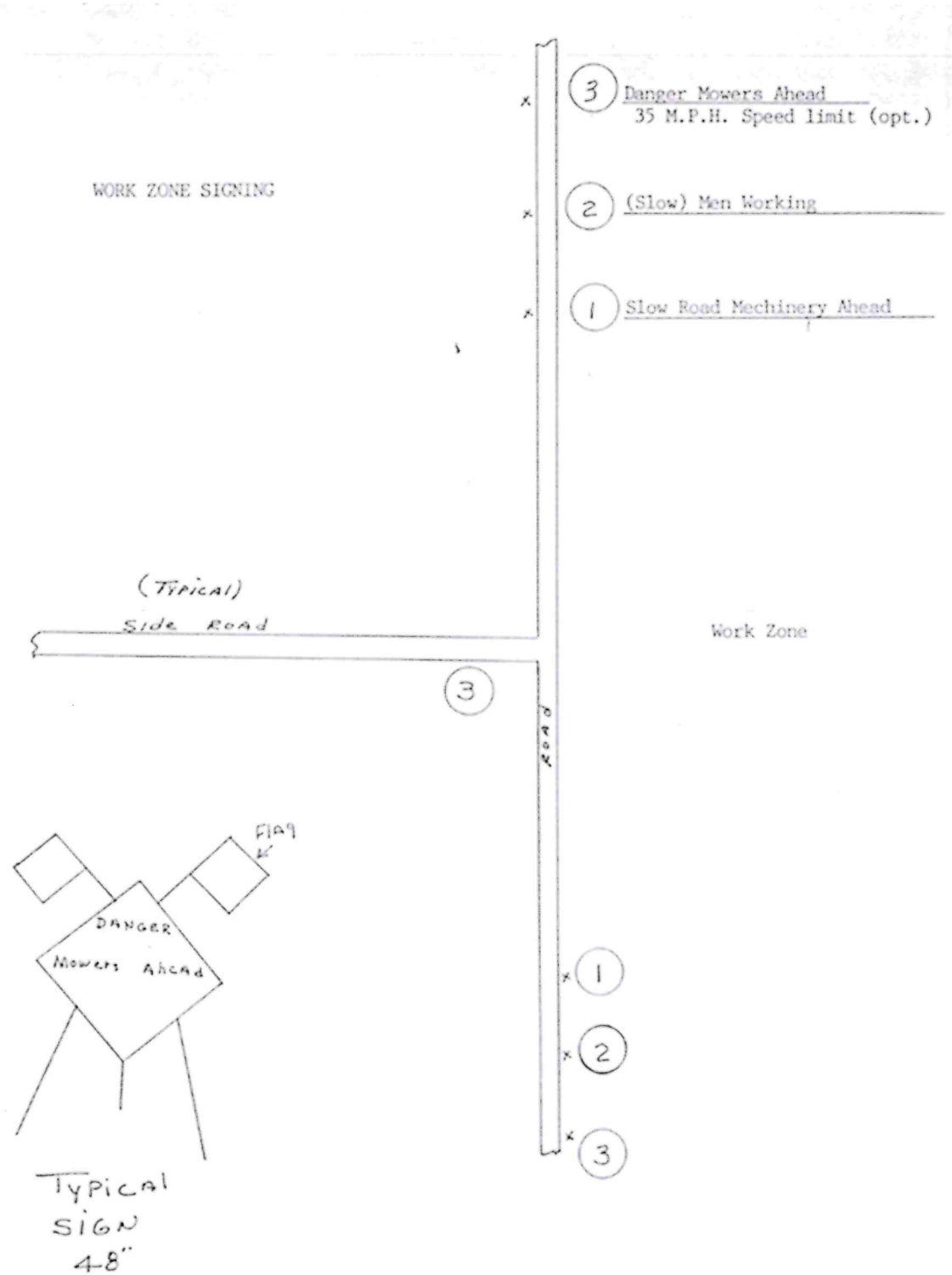
Equipment shall be parked as far from the roadway as possible. No equipment shall be parked where as it may hinder the sight path of any vehicle. No equipment shall be parked on the inside of a curve or outside of a curve.

I. WORK AREA SIGNAGE

The Contractor shall be required to provide signing of the work area in accordance with mowing signing details in Contract. See example below.

- All signs must be clear of traffic lane
- Signs must be out of view when operation is not underway, except for short periods such as lunch breaks
- All signs shall be orange in color and must meet Manual on Uniform Traffic Control Device (MUTCD) requirements

"35 MPH Speed Limit" may be used in conjunction with "Danger Mowers Ahead".



J. HOURS OF OPERATION

All scheduled mowing operations shall be performed during the hours specified herein as follows:

- a. During the hours of daylight and daily except Sunday, inclement weather days, or as directed by the Public Works Director.
- b. The Contractor shall suspend operations if weather conditions are such that mowing operations cannot be carried out in a safe and effective manner.
- c. The Public Works Director, or a designee, shall have the discretion to order the suspension of mowing operations whenever, in their judgment, present weather conditions are such that mowing operations cannot be carried out in an effective manner.
- d. The Public Works Director, or designee, shall have the discretion to order the suspension of mowing operations whenever, in their judgment, it is in the best interest of Thomas County.
- e. When equipment is not operating, nights, rain-days, Sundays, they shall be parked away from curves, home frontages and driveways.
- f. Mowing shall cease when an event such as a funeral or funeral procession is in the immediate area.
- g. Mowing shall cease when a school bus is stopped, loading or unloading, is in the immediate area.
- h. Both sides of a road must be completed within 48 hours (weather permitting) of commencement of the road. Long roads may be done in maximum segments so long as both sides are completed in union.

K. ROUTE LIST

Prior to commencing work, the Contractor shall submit to the Public Works Director a planned mowing sequence by routes. The submitted schedule shall become the basis for:

- a. The Contractor's mowing schedule.
- b. Inspection of work by Department personnel.
- c. The invoicing for cycles completed.
- d. Payment by the mile for services rendered.

Any subsequent changes to submitted Route List throughout the Contract must have the prior approval of the Public Works Director or designated representative.

L. VERIFICATION OF WORK

For the purpose of inspection and control, the Public Works Director or designee, will monitor the Contractor's submitted Route List as a guide to verify the miles mowed for each route.

All roads mowed by the Contractor must present an appearance which is satisfactory to the monitoring inspector.

Any deficiency in the Contractor's performance will be reported to the Contractor within seventy-two (72) hours following completion of work, and such deficiencies shall be corrected by the Contractor no later than seventy-two (72) hours following receipt of such notice.

In the event the Contractor mows higher than the specified height, the contractor shall mow the area in conflict at the contractor's own expense.

The monitoring inspector will maintain a log of completed work and will verify completion of the Contractor's work with Contractor upon completion of cycle.

In the event a road rehabilitation or improvement project is under construction or will be under construction where mowing is scheduled, that portion of mowing cycle will be deleted from the appropriate list at the direction of the Public Works Director. The section(s) of roads deleted may be re-entered at the first schedule cycle following completion of rehabilitation projects. No payment will be made or required if the road or section of road is deleted.

Prior to re-entering any such road into the cycle, a field inspection shall be made by Department personnel and the Contractor to determine what cleaning will be required by others. In no event will the Mowing Contractor be allowed additional compensation by the Department for initial cleaning of a re-entered road following rehabilitation or construction.

M. DAMAGE TO ROADWAY PROPERTY OR PRIVATE PROPERTY

The Contractor shall carry on the operations in such a manner so as not to damage the existing ground areas, trees, shrubs, signs, delineator posts, mailboxes, headwalls, driveway pipes, driveway or road surfaces or other roadside obstacles.

Care shall be taken not to mow during wet conditions where turf damage or ruts would occur. In the event that damage occurs to trees, shrubs, signs, delineator posts, mail boxes, water lines, or other roadside obstacles on the Right-of-Way during and by reason of the mowing operations, the Contractor shall replace or repair same at its own cost and expense in like kind and at the direction of the Public Works Director at no additional expense to the County. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the County, the cost of such work and repair shall be deducted from the Contractor's payment.

It is highly recommended the contractor document by means of video or picture to verify that damage was done prior to the mowing operation.

Any damage of utilities shall be reported to the owner of such utilities immediately.

N. FAILURE TO COMPLETE WORK

It is essential to complete all mowing cycles within the time limits specified. Estimated cycle for **390+** miles shall be thirty (30) workable days excluding Sundays. This contract does not limit the number of mowers, crews, or equipment that may be used during a mowing cycle.

1. Failure to completely mow the entire scheduled cycle will be treated as follows:
 - a. If a cycle is incomplete due to elements beyond the Contractor's control, the amount of payment to the Contractor will be determined by actual miles mowed.
 - b. Should the contractor fail to meet the thirty (30) workable day requirement by their own actions, and the Public Works Director deems necessary, County forces may be used to expedite the completion of the mowing cycle. Payment to the Contractor will be determined by actual miles mowed by the contractor. The mileage mowed by County forces shall be deducted.
 - c. If the quality of work is not satisfactory and is deemed by the Public Works Director that the contractor does not have the ability to correct the quality of work, the contractor will be informed in writing of the termination of the contract. The contractor shall be paid for only the mowed mileage deemed acceptable (See Section L, Paragraph 2).
 - d. The safety aspects of the mowing operation must be followed to ensure the safety of the citizens. If the Public Works Director or his agents feel the safety operation is not adequate, the mowing operation will be halted. When it is deemed that the contractor does not have the ability to operate safely, the contract will be terminated, and the contractor shall be paid for the mowed mileage deemed acceptable. **Please note that safety issues must be addressed immediately.**

2. All operations described in these specifications shall be conducted by the Contractor's personnel, and the expense of all such operations shall be the Contractor's.
 - a. The Contractor shall provide all equipment, labor, fuel, and any other materials and incidentals necessary to complete the required work. The Contractor shall be responsible for all maintenance and repair of equipment and the availability, presence, and supervision of all employees.
 - b. The Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under Contract.
 - c. There shall be no Subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of the Department.
 - d. It shall be the Contractor's responsibility to ensure that roadside debris does not hamper traffic.
 - e. The Contractor shall not allow any debris to be thrown onto the road surface by the mowing equipment or Contractor personnel. If so, it is to be removed immediately.

0. MEASUREMENT

1. SAFETY AREA- These areas should consist of areas at intersections and curves that need to be mowed to ensure sight clearance, but not if private property may be damaged.
2. RIGHT-OF-WAY MOWING - Right-of-way mowing completed and accepted will be measured in miles. The price per mile of right-of-way shall be regardless of the right-of-way width. Right-of-way may be what has been recognized by the County, deeded to the County, and/or currently maintained by the County.

P. COUNTY PUBLIC WORKS ASSISTANCE

1. County forces shall remove trees, limbs and roadside litter such as tires, appliances and furniture that is found. Contractor must call and let the County know where these areas are.

In the event additional roadside litter in substantial quantity is found, it is to be removed from the mowing path and County forces informed.

2. If an area or portion of road has to be mowed by County forces due to special activities or to solve public complaints and the area or road does not require re-mowing when the contractor enters the area, that mileage will be deducted from the payable mileage.

Q. PAYMENT

Payment for this work, complete and accepted will be made at the Contract Unit Price Per Mile for which payment shall be full compensation for furnishing all materials, all labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete the Item.

Payment will be made under:

Right-of-Way Mowing..... Per mile

R. TERMINATION

Either party may terminate this Agreement by providing written notice of the intent to terminate the Agreement 30 days in advance of the expiration date of the current term of the Agreement.

S. TERM

This term shall commence on January 1, 2027. The initial term (one (1) year) of this Agreement shall end on December 31, 2027, and shall be effective for a three (3) year period, and the contract may be renewed every January through the terms of the contract. At the end of three (3) years, the mowing contract shall be re-bid or, at the Board's discretion, can be extended for another 3-year term.

Thomas County Right of Way Mowing

As stated in the specifications, original certificates of insurance must be provided to the Thomas County Board of Commissioners for a minimum of \$1,000,000.00 general liability and Georgia workers compensation insurance as required by Georgia state law.

Upon acceptance of the bid, the contractor will be notified. The contract between Thomas County Board of Commissioners and the contractor will be executed within seven days of award. The awarded contractor will be notified of the tentative start date by October 13, 2026 with the work to begin in seven days.

TO: The Thomas County Board of Commissioners: I submit the following bid for a one (1) year contract to mow the County's right-of-way, understanding that the contract **may be** renewed every January through the terms of the contract, not to exceed three (3) years under the same terms and conditions.

Mileage Per Cycle	Cost per mile	Annual total cost	Three-Year Total Cost
390± (4 Cycles = 1,560± miles)			

List all equipment that will be used in this operation:

Payment terms: **14 days upon receipt of invoice with 'work approved' from Public Works Director**

LITTER PICK UP

GENERAL SPECIFICATIONS:

1. Contractor is submitting bid for litter pick up for 390± miles in unincorporated Thomas County.
2. Litter shall be picked up in conjunction with each mowing cycle - 4 times per year plus 2 additional times: February and December.
3. County will provide an account at the Landfill for contractors to dump bags of litter at no cost to the contractor.
4. Contractor shall provide equipment, personnel, all materials such as trash bags, gloves, etc. safety equipment for the litter pick up operation.
5. Tires, appliances, furniture, etc. shall be placed on the back slope of the ditch and the contractor shall notify the Public Works Office or mowing inspector the same day so that County forces can pick up.
6. All safety precautions for litter pickup personnel shall be paramount:
 - a. Personnel shall wear safety vests
 - b. Pickups and utility vehicles shall have safety lights and flags, as described in Section H.
7. All bags of trash shall be picked up and removed the same day.

Mileage Per Cycle	Cost per mile	Annual total cost	Three-Year Total Cost
390± (6 Cycles = 2,340± miles)			

List all equipment and personnel that will be used in this operation:

Payment terms: 14 days upon receipt of invoice with 'work approved' from Public Works Director

Place this page
first in Bid

Bid Sheet

Right-of-Way Mowing Annual Total Cost \$ _____

Litter Pick Up Annual Total Cost \$ _____

Total Cost for Mowing and Litter Pick Up \$ _____

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

Company: _____

Address: _____ City/State/Zip: _____

Contact person: _____ Telephone: _____

Signed: (sign manually, in ink) _____

Name Printed: _____ Title: _____ Date: _____

Thomas County, GA



CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-1991, stating affirmatively that the individual, firm, or corporation which is contracting with Thomas County 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 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 further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Thomas County, GA; contractor will secure from such contractor(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 to maintain records of such compliance and provide a copy of each such verification to Thomas County Commissioners' Office at the time the subcontractor(s) is retained to provide the service.

E-Verify User Identification Number

Legal Name of Business

BY: Authorized Officer or Agent

Project Name

Title of Authorized Office or Agent

Date

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 Rule 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)

Thomas County, GA



CONTRACTOR SAVE AFFIDAVIT

STATE OF GEORGIA
_____ COUNTY

By executing this affidavit under oath, as an applicant for a _____, County Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010. "Report of the Attorney General on Public Benefits", I am stating the following with respect to my ability to enter into a contract with _____ County.

Name: _____
(Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)

1) _____ I am a United States Citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older 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.*

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 O.C.G.A. § 16-10-20.

This ____ day of _____, 20____.

Signature of Applicant: _____

Printed Name: _____

Alien Registration number for non-citizens: * _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____

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, provide 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. Qualified aliens that do not have an alien registration number may supply another identifying number below:

THOMAS COUNTY, GA



SUBCONTRACTOR AFFIDAVIT AND
AGREEMENT

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 (name of public employer) 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.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Thomas County, GA; 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 to maintain records of such compliance and provide a copy of each such verification to Thomas County Commissioners' Office at the time the subcontractor(s) is retained to perform such service.

E-Verify User Identification Number

Authorization Date

BY: Authorized Officer or Agent
(Contractor Name) (Legal Name of Business)

Date

Title of Authorized Officer or Agent of Contractor

Job Description

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).

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 DFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____ (seal)

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____
(company)

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 sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to 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.

Date _____

(signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE:	
	INSURER A:	
	INSURER B:	
INSURED	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/OP AGG
	OTHER						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE
	DED	RETENTION S					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ YES ☐ NO					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT
							E L DISEASE - EA EMPLOYEE
							E L DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE