



## REJECTION OF BID:

Clinch 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 Clinch County. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Clinch 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 or product of the various bidders.

## STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of Clinch County that it 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 on 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 no Commissioner or other employee of Clinch 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 The written specifications contained in this bid invitation will not be changed or superseded except by written addendum from Clinch County. Failure to comply with the written specifications for this bid invitation may result in disqualification by Clinch County.
3. All bids must be sealed, received and in-hand at bid due date and time. Each bidder assumes the responsibility for having their bid received at the designated time and place without consideration, regardless of the postmark. Clinch County accepts no responsibility for mail delivery.
4. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid package to Clinch County, the first page of your bid package should be the Bid Form listing price, delivery, etc. unless the bid form is requested to be in a separate sealed envelope.

5. No bids received after said time or at any place other than the time and place stated in the notice will be considered.
6. Clinch 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 Clinch County. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Clinch County will be the sole judge as to 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.
7. No sales tax will be charged on any orders. Clinch County is exempt as outlined by Georgia State Law.
8. Bidders will state delivery time after receiving order.
9. Unless otherwise stated, all bids submitted will be valid and may not be withdrawn for a period of 90 days from the due date of the bid.
10. Results of the bid will be e-mailed to the bidders. Results of the bids will not be available orally.
11. All responses must be submitted on the provided bid format. Exception from this format will not be accepted. Any offeror who believes that the bid format is unclear shall submit all questions upon receipt.

### **SPECIFICATIONS**

#### Minimum Specifications Motor Grader

1. Clinch County will lease one (1) 2022 CAT 150 or John Deere 770G motor grader or equivalent for a 5-year period or 7,500 hours with a Rome Sloper attached.
2. Clinch County will lease three (3) 2022 CAT 140 or John Deere 670G motor graders or equivalent for a 5-year period or 6,000 hours.
3. Clinch County will make annual payments in Arrears.
4. The one (1) 2022 CAT 150 or John Deere 770G motor grader or equivalent will include a 5 year 7,500 hour premier/full warranty with NO travel/mileage/deductible charges for warranty repairs.
5. The three (3) 2022 CAT 140 or John Deere 670G motor graders or equivalent will include a 5 year 6,000 hour premier/full warranty with NO travel/mileage/deductible charges for warranty repairs.
6. Complete attached spreadsheets for a more detailed specification list.

**BID PROPOSAL FORM I**  
**Motor Grader Lease with Buy Back**

TO: CLINCH COUNTY BOARD OF COMMISSIONERS

I have completed the attached specifications and submit the following proposal:

**A. Lease Price:** One (1) 2022 CAT 150 or John Deere 770G motor grader or equivalent for a 5-year period or 7,500 hours with a Rome Sloper.

**Annual Lease Price:** \$ \_\_\_\_\_

**Year, Make and Model:** \_\_\_\_\_

**B. Buy Back Price: 5 yrs or 7,500 hours** \$ \_\_\_\_\_  
(Provide Copy of Buyback Agreement)

**C. State your warranty coverage:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Delivery time after purchase order issued: \_\_\_\_\_

1st Payment due date: \_\_\_\_\_ (OCTOBER preferred)

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the bidder's acceptance of all terms, conditions and requirements of bid specifications, and, if awarded, the proposal will represent the agreement between the parties and the person signing the bid is an authorized agent of the company. Pricing will be valid for 90 days after the stated bid opening date.

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

Mailing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax No. \_\_\_\_\_

Signed (in ink) \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

**BID PROPOSAL FORM II**  
**Motor Grader Lease with Buy Back**

TO: CLINCH COUNTY BOARD OF COMMISSIONERS

I have completed the attached specifications and submit the following proposal:

**A. Lease Price:** Three (3) 2022 CAT 140 or John Deere 670G motor graders or equivalent for a 5-year period or 6,000 hours.

**Annual Lease Price (per motor grader):** \$ \_\_\_\_\_

**Year, Make and Model:** \_\_\_\_\_

**B. Buy Back Price: 5 yrs or 6,000 hours** \$ \_\_\_\_\_  
(Provide Copy of Buyback Agreement)

**C. State your warranty coverage:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Delivery time after purchase order issued: \_\_\_\_\_

1st Payment due date: \_\_\_\_\_ (OCTOBER preferred)

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the bidder's acceptance of all terms, conditions and requirements of bid specifications, and, if awarded, the proposal will represent the agreement between the parties and the person signing the bid is an authorized agent of the company. Pricing will be valid for 90 days after the stated bid opening date.

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

Mailing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax No. \_\_\_\_\_

Signed (in ink) \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_