INVITATION TO BID

BID CONTROL NUMBER ITB 260012

JACKSON COUNTY AG FACILITY - GENERATOR

Jackson County Board of Commissioners

Publish Date: October 28, 2026

Bid Opening Date & Time: December 3, 2026 at 10:00 am, local time pertaining
Mandatory Pre-bid Conference: November 9, 2026 at 2 pm
Questions Deadline Date & Time: November 13, 2026 at 5:00 pm

Jackson County Board of Commissioners
4965 Jackson Parkway
Jefferson, GA 30549

DATE: October 28, 2026

TO: General Contractors

SUBJECT: Request for Bid to furnish generator and associated equipment at Jackson County Agricultural Facility

INQUIRIES REGARDING REQUEST FOR BID SHOULD BE MADE TO BIDOPPORTUNITIES@JACKSONCOUNTYGOV.COM

Jackson County Board of Commissioners (hereafter referred to as Jackson County) is requesting bids to furnish generator and associated equipment at Jackson County Agricultural Facility.

Each bidder must deposit with his bid a Bid Bond for 5% of the total bid. Performance and Payment Bonds in the amount for 100% of the contract price will be required if the contract is awarded.

One (1) original and one (1) copy on a thumb drive of the Request for Bid must be submitted. Bids must be in a sealed envelope, marked with the bidder's name and address and Labeled: **ITB 260012, "Generator and associated equipment at Jackson County Agricultural Facility"**

Jackson County Board of Commissioners, Finance Department
Attention: Procurement
4965 Jackson Parkway
Jefferson, Georgia 30549

No later than December 3, 2026 at 10:00 AM EST.

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the bid opening date. Please call (706)367-6312 for more information. This service is in compliance with the American with Disabilities Act (ADA).

Jackson County reserves the right to reject any and all bid submittals, to waive any technicalities or irregularities and to award the bid based on the highest and best interest of Jackson County.

Jackson County

GENERAL INSTRUCTIONS FOR BIDDERS

I. PURPOSE:

The intent and purpose of this Bid Request is to request services for the Jackson County Board of Commissioner, hereinafter referred to as Jackson County to furnish generator at the Jackson County Agricultural Facility.

II. SCOPE OF SERVICE:

A. WORK INCLUDED:
See attached specification/drawings

B. QUALITY OF WORKMANSHIP: All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of Jackson County.

C. PERSONNEL QUALIFICATIONS:
Jackson County reserves the right to refuse to accept services from any personnel deemed by Jackson County to be unqualified, disorderly, or otherwise unable to perform assigned work.

D. DETAILED SPECIFICATIONS: See attached. This project will be under the supervision of the capital projects department who will be inspecting all work completed under this contract.

1. Upon being awarded the contract by Jackson County, the approved contractor will execute a contract with Jackson County to provide services. The contractor agrees to perform all work in accordance with the bid schedule and set bid prices as outlined in their signed proposal. The prices submitted in the bid proposal will be valid until the completion of all projects originally listed in the bid proposal.

2. The approved contractor agrees to commence work within thirty (30) days of receiving the Notice to Proceed and will complete all the original work as outlined in this Bid Request within the time specified. Any additional work will be discussed and a reasonable start and completion date will be negotiated.

3. Jackson County will only pay invoices that have been reviewed and approved by Capital Projects for the quantities submitted for payment.

E. MATERIAL SPECIFICATIONS: All material used in the performance of this contract must meet state and local requirements for use by an approved vendor. The contractor will be responsible for verifying this information with the engineer.

F. SCHEDULING AND COORDINATION: It is the responsibility of the contractor to coordinate all work schedules and inspections with the Jackson County Capital Projects Director. Failure to do so may result in the delay of processing invoices for payment.

G. **OTHER REQUIREMENTS: A Bid Bond for 5% of the base bid on the bid form must be submitted with the bid. Performance and Payment Bonds in the amount of 100% of the contract price will be required if the contract is awarded.**

III. MANDATORY PRE-BID CONFERENCE: There will be a mandatory pre-bid conference held on November 9, 2026 at 2 pm at the facility at 1869 County Farm Rd. Bidders who do not attend will not be considered for the job award. Questions concerning this bid package or the bid process should be directed to bidopportunities@jacksoncountygov.com. All questions should be submitted in writing no later than 5:00 pm on November 13, 2026 so that an appropriate addendum can be created and posted on Georgia Procurement prior to the closing of the bid on December 3, 2026.

IV. GENERAL TERMS AND CONDITIONS:

A. PURCHASING ORDINANCE: This Invitation to Bid (ITB) is subject to the provisions of the Jackson County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein.

B. MANDATORY USE OF JACKSON COUNTY FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official Jackson County form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the invitation may be cause for rejection of the bid; however, Jackson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

C. PRECEDENCE OF TERMS: Except for paragraphs A, B, C, J, K and N of the General Terms and Conditions, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall prevail.

D. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other bid documents, the prospective bidder should contact the Finance Department at bidopportunities@jacksoncountygov.com no later than

November 13, 2026 at 5 pm. Any revisions to the invitation will be made only by addendum issued by Procurement.

E. TESTING/INSPECTION: Jackson County reserves the right to conduct any test or inspection it may deem advisable to assure materials and services conform to the specification.

F. PAYMENT TERMS: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

G. INVOICES: Invoices for services ordered, delivered and accepted by Jackson County shall be submitted by the contractor direct to the payment address shown on the contract.

H. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Jackson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies, which Jackson County may have.

I. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of Jackson County.

J. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit or money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. DEBARMENT STATUS: By submitting their bids, all bidders certify that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.

L. NON-COLLUSION CERITFICATION: Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same project, and that the bid is bona fide and is in all respects fair and without collusion or fraud.

M. APPLICABLE LAW AND COURTS: Any contract resulting from this BID REQUEST shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia.

The contractor shall comply with applicable federal, state and local laws and regulations.

N. QUALIFICATION OF BIDDERS: Jackson County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the items and the bidder shall furnish to Jackson County all such information and data for this purpose as may be requested. Jackson County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. Jackson County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy Jackson County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the items contemplated therein.

O. WITHDRAWAL OF BID DUE TO ERRORS:

1. The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bide sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed low bid.

2. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person of firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

3. Supplier has up to forty-eight (48) hours to notify the Jackson County Finance Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond (if one was required). Bid may not be withdrawn otherwise.

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

P. LATE OFFERS: Jackson County will not be responsible for or consider late receipt of bids.

Q. EO/AA STATEMENT: Jackson County, an Equal Opportunity Affirmative Action institution covered by Presidential Executive Order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct or indirect receipt of federal funds may require appropriate action on their part.

R. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011
Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

A. The form must be signed by an authorized officer of the contractor or their authorized agent.

B. The form must be notarized.

C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

V. SPECIAL TERMS AND CONDITIONS:

A. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Jackson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

B. AWARD OF CONTRACT: Jackson County will make award to the lowest responsive and responsible bidders. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidders to render required services. Jackson County reserves the right to conduct any test it may deem advisable and to make all evaluations. Jackson County also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Jackson County to be in its best interest.

C. BID ACCEPTANCE PERIOD: This bid shall be binding upon the bidder for 60 calendar days following the bid opening date. Any bid on which the bidder shortens the acceptance period may be rejected.

D. BID PRICES: Bid prices submitted by the Contractor must remain firm for the entire length of the initial bid period and/or until the original list of projects as outlined in the specifications are completed.

E. CANCELLATION OF CONTRACT: Jackson County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. CHANGES: By written notice to the contractor, Jackson County may from time to time make changes, within the general scope of the contract, in the goods or services to be provided by the contractor.

G. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of this Invitation To Bid, the signed bid submitted by the contractor, the Jackson County Contract Form, General Terms and Conditions, Special Terms and Conditions, Specifications and Attachments, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

H. CONTRACT PERIOD: The contract period is defined above in paragraph II.D.1.

I. IDENTIFICATION OF BID ENVELOPE: The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder	Bid Due Date	Time
Street or Box Number	Bid Number	
City, State, Zip Code	Bid Title	

The envelope should be addressed to Jackson County Board of Commissioners, Finance Department, Attn: Procurement, 4965 Jackson Parkway, Jefferson, GA, 30549.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope even if marked as described above, may be inadvertently opened and the

information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the Finance Department issuing the invitation at the location given above. No other correspondence or other bids should be placed in the envelope.

J. INDEMNIFICATION: The contractor agrees to indemnify, defend and hold harmless Jackson County and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature provided by the contractor.

K. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Jackson County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments, which shall bind Jackson County, or to otherwise act on behalf of Jackson County, except as Jackson County may expressly authorize in writing.

L. INSPECTION OF WORK SITE: Contractors desiring to submit a proposal for this BID REQUEST are required to attend the pre-bid conference to see the facility. Claims, as a result of failure to do so, will not be considered by Jackson County.

M. INSURANCE:

1. The contractor shall provide Jackson County a Certificate of Insurance prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

   A. Workers' Compensation - In compliance with Georgia State Law

   B. Broad Form Comprehensive General Liability, $1,000,000.00, to include:

      1. Premises – Operations
      2. Products / Completed Operations
      3. Contractual
      4. Personal Injury
      5. Owners and Contractors Protective

2. Jackson County reserves the right to require higher limits on any contract provided notice of such requirements is stated in the proposal for such contract. Included in the certificate of insurance shall be a hold harmless agreement saving Jackson County harmless from any liability from the contractor or from any subcontractors or by anyone directly or indirectly employed by either. Jackson County is to be named as additional insured.

   A 30-day notice of cancellation or non-renewal in writing shall be furnished by certified mail to the certificate holder at the address indicated on the face of this

form. Also, when deemed necessary, the contractor will provide explosion, collapse and underground coverage (X, C and U coverage).

The contractor agrees to be responsible for, indemnify and save harmless Jackson County and their representatives from the payment of all sums of money by reason of any claim against Jackson County or their representatives under the Workmen's Compensation Act, and by reason of all or any other occurrences resulting in bodily injury or property damage that may happen to occur upon or about said work. The contractor agrees that it will, at all times, and at least for one year after the completion of the work, indemnify and save harmless Jackson County against liabilities resulting from bodily injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

3. ALL BIDDERS PROVIDE THE FOLLOWING INFORMATION:

NAME OF INSURANCE CARRIER:

NAME OF INSURANCE AGENT:

TELEPHONE NUMBER:

BROAD FORM COMPREHENSIVE

GENERAL LIABILITY LIMIT: $

AUTOMOBILE LIABILITY LIMIT: $

POLICY EXPIRATION DATE:

If a bidder fails to provide all the above information or does not indicate an amount of coverage, the bidder's signature on this invitation constitutes certification that, if the bidder is awarded the contract, the bidder shall obtain the necessary coverage as specified within ten days of notification of award of the contract.

If at any time or times any claim or claims shall be made to Jackson County by a subcontractor or other persons for any money due for any work, labor or material done upon or supplied upon the work herein contracted for, done for, furnished, or supplied, to the party of the first part, Jackson County may retain such amount as may be due, or may thereafter become due under this contract, or may pay the same when said claim shall thereafter be finally established in court, and such amount is hereby assigned to Jackson County to pay such claim or claims, such payment to be done when so established, but the contractor shall not be entitled to demand or receive payment of this agreement until all disputes, disagreements, and questions between the parties herein affecting the right to any portion of the amount claimed, shall have been settled as above provided for, and Jackson County is hereby authorized to deduct from the said amount any money due it upon any account or claim.

N. PROTECTION OF PERSONS AND PROPERTY:

1. The contractor shall take every precaution at all times for the protection of persons and property, including Jackson County's employees and property and its own.

2. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

3. The contractor shall continuously maintain adequate protection of all work from damage and shall protect Jackson County property from injury or loss arising in connection with this contract. The contractor shall make good any such damage, injury or loss.

O. SAFETY: The contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide Jackson County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until Jackson County is assured that the contractor has an adequate safety program in effect.

P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Jackson County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Jackson County the names, qualifications and experience of their proposed subcontractors. The contractor will, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

Nothing in the agreement shall be constructed as authority for the contractor to make commitments, which shall bind Jackson County, or to otherwise act on behalf of Jackson County, except as Jackson County may expressly authorize in writing.

Q. SUPERINTENDENCE BY CONTRACTOR: The contractor shall be responsible for all work means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract except where otherwise specified herein. The contractor shall, at all times, enforce strict discipline and good order among the workers, and shall not employ any unfit person or anyone not skilled in their work.

R. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Jackson County's satisfaction at the contractor's expense.

S. OTHER SPECIAL INSTRUCTIONS/TERMS: See Section II G – Other requirements concerning bid and bid award.

VI. METHOD OF PAYMENT: Jackson County will authorize payment to the contractor after providing satisfactory service and receipt of the contractor's invoice for services rendered. Payment will be made on a monthly basis at the prices as bid, Net 30.

BID DOCUMENT

Base bid = $ _____

Completion time – _____

Signed: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone number: _____

Email: _____

Contractor must acknowledge receipt of any addenda on either this form or by signing and returning a copy of the addenda with their bid package.

Illegal Immigration Reform and Enforcement Act of 2011
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 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 engaged in the physical performance of services on behalf of the Jackson County Board of Commissioners has registered with, is authorized to use and uses 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. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
E-Verify Employment Eligibility Verification User Identification Number

_____
Date of Authorization to Use Federal Work Authorization Program

_____
NAME OF CONTRACTOR

_____
Name of Project

Jackson County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20___ 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_____, 20____

_____
Notary Public

My Commission Expires: _____

This form must be returned with the bid package submitted.

Pages 16 -18 include a sample contract that will become finalized based on selection by Jackson County Board of Commissioners. Please execute as part of your bid package submission.

CONTRACT

This Agreement made and entered into this _____ Day of _____ , Two Thousand and Twenty Three,

BETWEEN

The Owner: The Jackson County Board of Commissioners
Jackson County, Georgia
4965 Jackson Parkway
Jefferson, GA 30549

And the Contractor: Company Name
Company Address
Company City, State Zip

PROJECT: Furnish Generator, Jackson County Agricultural Facility

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WITNESSETH: That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions of the Invitation To Bid (ITB) as required by the Specifications to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, Special Terms and Conditions and this Agreement, including all work outlined in the Scope of Service and listed in the conditions, provisions and specification to wit:

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, the Invitation To Bid (ITB) 260012, the Contractor's Response to ITB 260012, Drawings, Specifications, and Addenda issued prior to execution of this Agreement and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

The Work

The Contractor shall perform all work required by the Contract Documents for:

PROJECT: Furnish Generator, Jackson County Agricultural Facility

All Work performed under this contract is subject to inspection by the engineer and Facilities Maintenance department of Jackson County, Georgia. It shall be the Contractor's responsibility to coordinate with the above for inspection services. All Work shall be performed in accordance with current state and local laws and regulations for the State of Georgia.

ARTICLE 3

Time of Commencement and Completion

The Work to be performed under this Contract shall begin within thirty (30) days after the Contractor has received the Notice to Proceed (NTP) and will be completed within xxx days of starting the project.

ARTICLE 4

Contract Price

The Owner shall pay the Contractor, for the performance of the Work completed and approved by the engineer as provided in the Conditions of the Contract, in current funds, as calculated by the unit prices provided in the Contractor's response to the ITB. This price shall remain fixed during the entire length of the original contract period or until the satisfactory completion of all of the projects listed in the ITB. The Scope of Service as outlined ITB shall only be modified by a Change Order approved by all Parties. Each Change Order that is approved by Owner and Contractor will detail any unit price changes that are calculated according to the conditions outlined in the ITB.

ARTICLE 5

Payment

Payment for the Work as described in Article 4 above, shall be made monthly only for the portion of Work that is completed and inspected by the engineer and the Facilities Maintenance department during the month. Payment will be made within thirty (30) days after the completion of the Work, provided that the Contractor fully performed in accordance with the Contract Documents. The Contractor shall complete and submit an invoice for the monthly payment to the Jackson County Government, Attention: Accounts Payable, 4965 Jackson Parkway, Jefferson, Georgia 30549. Jackson County reserves the right to request proof of performance of all work completed under this contract.

ARTICLE 6

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to ITB 230008 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contact, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above.

OWNER: Jackson County Board of Commissioners	CONTRACTOR: Company's Legal Name
_____ Marty Clark, Chairman	_____ Representative
ATTEST:	ATTEST:
_____ Notary Public	_____ Notary Public