



**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID
STATESBORO BULLOCH COUNTY PARKS and RECREATION DEPARTMENT
GROUNDS MAINTENANCE SERVICES**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: A one-year term contract for Grounds Maintenance Services. The Grounds Maintenance Services shall be used at various locations throughout Bulloch County. Our goal is for a guaranteed price on all items bid for a one (1) year period with an option to renew the contract for two (2) successive one (1) year periods.

Aerial photos of all sites depicting boundaries of areas to be maintained can be viewed and printed by visiting <http://www.bullochrec.com/bids/>.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, March 3, 2021. Late bids will not be considered. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid and one (1) copy along with supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Parks Division Manager will recommend the selection of a bid or bids most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or retrieved from the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda

issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Grounds Maintenance Bid; Bid Opening: March 3, 2021 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on **page 22** that lists the forms that **must** be included in the sealed bid submission. Failure to return any of the items on the check list will be just cause for non-acceptance of the submitted sealed bid.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose bid is within 5% of the lowest bid may be given an opportunity to match the lowest bid. This policy shall be stated in all applicable solicitations, but does not apply to public works construction projects or road projects.

For purposes of this provision, a “local vendor” is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A “principal business location” is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted bid. It is the vendor’s responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference.

Award and Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

Exceptions to Specifications: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the “Exceptions to Specifications” sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

Award, if made will be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth herein; provided, however, that Bulloch County reserves the right to reject any and all bids or proposals and to waive any technicalities or informalities associated with the bid or proposal, and to make the award that it deems is in the best interest of the County.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Project Schedule: Services shall be provided on a scheduled basis. The selected vendor shall provide the Parks Division Representative a schedule at the beginning of the contract implementation date indicating the time and day of service for each location. All Maintenance services shall be inspected and approved by a designated Parks Division Representative.

On-site Visit: An on-site visit will not be mandatory prior to bid submission; however, if areas covered under this contract would like to be viewed, please contact Tony Morgan (912) 489-9076 or tmorgan@bullochrec.com.

Inspection: If awarded, an initial inspection shall be performed by the successful bidder(s) at all proposed work locations to determine the start-up cost, if any, to perform and maintain the locations to the County’s standards. Standards will be determined by the Parks Division Representative as stated in the bid specifications.

Contact: If awarded, the successful bidder(s) shall be required to name a contact person for the servicing of this agreement.

Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Lawsuits/Bribery/Conflicts of Interest/Defaults: Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Insurance Requirements: The Contractor must submit with bidding documents, a Certificate of Liability Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause

cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Bonds: Not required.

Payment: Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within thirty (30) days receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

Regulatory Agencies: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

Licenses: All bidders shall furnish the County with copies of all appropriate and current business licenses to operate as a landscape business in the State of Georgia and Bulloch County in the submitted bid package.

Anti-Discrimination Clause: Bulloch County does not discriminate against any person because of race, color, gender, religion, national origin, or handicap in employment or services provided.

Bid Reservations: The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Negotiations may be necessary to complete the contract. The County reserves the right to renew or re-bid this service sixty days before the anniversary date for the following year.

Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

Renewal Option: The initial term of the contract shall be for one year beginning July 1, 2021 and ending June 30, 2022. At the County's option, this contract may be renewed for two (2) successive one (1) year periods on the same terms and conditions as the initial one-year term. The contract, as executed and approved, shall constitute the entire agreement between the parties, and no change or modification of the contract shall be binding upon Bulloch County unless the change or modification shall be in writing, consented to and approved by Bulloch County.

County's Right to Terminate Contract:

- A. Termination for Cause. If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than seven (7) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any breach of this Agreement, and the **COUNTY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **COUNTY** from such breach can be determined.

- B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

Bid Requirements: The attached bid form shall be used in submitting your bids. All items shall be bid as listed. **Any miscellaneous bid items not listed, but necessary to complete the work, shall be included as a Miscellaneous Bid Item.**

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

For technical questions concerning this bid contact Tony Morgan, Parks Division Manager, (912) 489-9076 or tmorgan@bullochrec.com.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

BID SPECIFICATIONS
for
GROUNDS MAINTENANCE SERVICES

Specification
Number

Description

1. The purpose of these specifications is to procure grounds maintenance services for various properties owned by the Bulloch County Board of Commissioners. These services will be monitored by the Statesboro-Bulloch County Parks and Recreation Department.

1.1 General Requirements:

- a. The selected vendor is responsible for providing all labor, materials, uniform shirts, vehicles, trailers, and other equipment necessary for commercial grounds maintenance.
- b. Maintenance equipment must have turf tires and industrial commercial engines. Additionally, for trimming purposes, gasoline powered industrial/commercial type line trimmers and/or edgers, mowers and blowers are required.
- c. In case of equipment failures, the vendor must also demonstrate the ability to obtain back-up equipment, either through ownership or through rental of such equipment.
- d. The selected vendor shall furnish all chemicals, herbicides, insecticides, equipment and labor required to carry out the contract. The required services shall be performed using properly registered and labeled pesticide/herbicide products, devices and poisoning programs approved by the State of Georgia. A copy of recorded pesticide use, restricted and non-restricted, must be attached to the monthly invoice. Services must meet all county, state and federal standards, laws and regulations, including but not limited to regulations of the Environmental Protection Agency.

1.2 Locations:

- a. Bulloch County EMS, Bulloch County Animal Shelter, Bulloch County Health Department, DFACS, Options Center, Georgia State Audit Department, Savannah Avenue Park, S&S Greenway, I-16/301 Interchange and median, Rocky Ford Boat Landing, Bulloch County Courthouse, Bulloch County Judicial Annex, Magistrate Court, Probation Office.
- b. All Bulloch County Fire Departments and Voting Precincts.

1.3 Description of Work:

- a. Mowing of all turf areas.
- b. Edging plant beds, curbs, sidewalks, parking areas.
- c. Trimming around all obstacles or objects in mowing areas.
- d. Ornamental shrub and tree maintenance including pruning.
- e. Cleaning of all paved surfaces.
- f. Weed control in plant beds, curb and sidewalk joints.

- g. Removal and disposal of litter, trash and debris.
- h. Checking of irrigation system operation.
- i. Renewal of pine straw in plant beds and/or trees. (As noted by location specifics.)
- j. Annual fertilization of turf and landscape areas. (As noted by location specifics.)

1.4 Schedule:

Maintenance cycles for all locations are provided on the attached Weekly, Bi-weekly and Monthly schedules. A task list is also provided.

1.5 Personnel and Supervision:

Contractor's personnel shall be adequately trained in the necessary practices and techniques of ground maintenance, including equipment use and safety.

Requirements are as follows:

- a. A supervisor or crew leader is required to be on site at all times.
- b. Contractor's personnel shall at all times wear uniform shirts imprinted with company name.
- c. All contractor vehicles shall be clearly marked with company name.

1.6 Traffic Control and Safety:

Contractor shall be responsible for pedestrian and vehicular safety in the work zone and shall provide warning devices, personnel and/or signs as needed in accordance with City requirements as follows:

- a. No work may be performed which will impede or restrict traffic flow during 7:00-9:00 a.m. on Monday through Friday.
- b. Work shall be performed during daylight hours only.
- c. Any work performed on Georgia Department of Transportation Right-of-Way shall comply with State work zone standards

1.7 Additional Requirements:

All work shall be performed in a professional manner using equipment and techniques meeting accepted industry standards and shall include:

- a. All shrub and ground cover areas, mulched areas, curbs and gutter, concrete medians, areas around obstacles and any other non-mowing area shall be kept free of weeds throughout the contract period.

- b. All work areas shall be cleaned up at the end of each workday. No debris, clippings, trash bags, etc. shall be left on site overnight.
- c. All application of herbicides or pesticides shall conform to applicable Federal and State laws.
- d. Any signs other than those installed by the County are not permitted on the right of way and shall be removed and turned into the Parks Division office. This includes advertising signs, political signs, yard sale notices, etc.
- e. If the contractor experiences any difficulty in performing his duties for any reason or unusual conditions are encountered, the Parks Division Manger shall be notified immediately.
- f. All work is subject to inspection by the County. Invoices will not be paid until the County has been notified that all required maintenance visits have been completed and an inspection has been made. Invoices must be accompanied by Inspection Report signed by Contractor and County representatives for each maintenance service invoice.

2.0 Maintenance Specifications:

2.1 Landscaped Areas:

All beds must have pinestraw/mulch installed every six months. This should be completed around June and December. The Parks and Recreation Department will purchase and store all pinestraw at its Parks Division compound at Mill Creek Regional Park.

- a. All paved surfaces shall be cleaned off by sweeping or blowing.
- b. Shrubs shall be pruned a minimum of 3 times annually in a manner to preserve the natural form and to control size if necessary. Pruning shall also be done to remove suckers, broken branches and dead wood, removal of limbs interfering with pedestrian or vehicular traffic and to prevent sight distance problems. At recycling centers shrubs shall be trimmed no less than 24" from fence and no higher than the top of the fence.
- c. Pruning is to be performed with loppers, hand pruning shears, and /or gas powered shears.
- d. Crape Myrtles are not to be topped, but suckers are to be removed as needed unless requested by the County.
- e. Open ground between plants in mulched areas shall be kept free of weeds at all times by hand weeding and/or chemical control.

- f. Weeds and vines growing in shrubbery shall be controlled manually or with herbicide labeled for over the top use in landscape areas. Any plant material damaged by the use of herbicides shall be replaced by the contractor.
- g. Regular inspections of all plant material must be made once per month to detect pests, disease or cultural problems and appropriate fungicides or pesticides shall be applied as needed for control.
- h. Fertilize planting areas once per year prior to March 31st with a complete fertilizer which includes micronutrients and having at least 50% of nitrogen in slow release form applied in conformance with label recommendation. Label shall be submitted to Parks Division for approval prior to application. Cost should be included in bid price as an item to be billed separately from monthly maintenance.

2.2 Turf Areas:

Turf areas shall be maintained to provide a neat and well-groomed appearance including trash and debris removal, mowing, edging and trimming. Maintenance shall include the following:

- a. Litter shall be picked up prior to mowing.
- b. Blades on mowing equipment shall be kept sharp and guards shall be in place to minimize objects being thrown from beneath mowers.
- c. Trim mowers shall be used in turf areas that are too small for large mowers.
- d. Grass clippings should not be picked up (except from pavement). If windrows are formed, they should be mowed over to distribute clippings.
- e. No grass clippings or other debris are to be blown into and left in the roadway.
- f. No non-selective herbicide may be applied around obstacles such as signposts, guy wires, fire hydrants and utility poles.
- g. Fertilization and application of all pesticides on turf on various sites will be performed by Parks Division. This will be scheduled with contractor before applications are made to ensure no conflicts with mowing schedules.

2.3 Irrigation:

- a. The contractor will visually inspect irrigation system at each site visit for leaks, broke or missing heads, and other problems such as too much or too little soil moisture.
- b. If or when repairs to irrigation system are needed, mark area with flags and contact Parks Division. Parks Division will be responsible for all repairs.

3.0 Special Conditions:

- a. The Bulloch Courthouse and Judicial Annex grounds maintenance schedules will be set monthly according to scheduled court dates.

3.1 Qualification of Bidders:

- a. Bidders shall have at least three (3) years' experience with commercial or governmental landscape maintenance.
- b. The contractor must supply references indicating experience in grounds maintenance and landscaping services.
- c. Bidders shall have on staff, or identified as a subcontractor, a person licensed to apply herbicides and pesticides to landscaped areas and turf grass. A copy of the license shall be provided to the Parks Division Representative.

3.2 Bid Submittal and Basis of Award:

- a. Contract will be awarded to the vendor(s) with the lowest net cost to the County and who meets County specifications.

3.3 The County reserves the right to award this bid in total, to split the award on a site by site basis or to primary and secondary vendors, whichever is in the best interest of the County.

County Grounds (Weekly & Bi-weekly)

Maintenance on all the following County Grounds will be performed **weekly March 1st thru Nov. 30 and biweekly Dec. 1 thru Feb. 28.** This is the list of duties that need to be performed at these sites.

1. Pick up all trash and refuse.
2. Mow all turf areas.
3. Line trim around signs, fencing and areas mowers can't access.
4. Edge all sidewalks, curbing and beds.
5. Remove weeds in cracks of sidewalks or asphalt parking lots.
6. Remove weeds in landscape beds by pulling or spraying.
7. Power blow sidewalks and parking areas.
8. Prune and trim trees once a month or as needed.
9. Mulch/Pinestraw around shrubs once every six months.

Site	Address	Acres	Weekly Cost per Visit	Bi-weekly Cost per Visit
EMS	25 West Grady St	1		
Animal Shelter	81 Mill Creek Rd	.50		
Bulloch County Health Dept.	1 West Altman St.	1.52		
DFACS	40 Pulaski Rd.	1.57		
Wellness Center	40 Pulaski Rd.	1.60		
State Audit	6 Joe Kennedy Blvd.	2.44		
Savannah Avenue Park	54 Grande St.	1.64		
S&S Greenway (between Gentilly and Pretoria Rushing)		Appr. 4		
S&S Greenway Gentilly Trailhead	591 Gentilly Road	.07		
S&S Pretoria Rushing Trailhead	43 S&S Railroad Bed Road	1		
Bulloch County Courthouse	2 North Main St	.25		
Bulloch County Judicial Annex	20 Siebald St.	.25		
Magistrate Court	101 Oak St.	1		
Probation Office	Hill St.	.4		

Voting Precincts:

Site	Address	Acres	Weekly Cost per Visit	Bi-weekly Cost per Visit
Portal Community Center	3 Clark St.	.2		
Blitch	1757 Metts Rd.	2.15		
Register	33 Foster St.	.25		

Fire Departments:

Site	Address	Acres	Weekly Cost per Visit	Bi-weekly Cost per Visit
Portal Helicopter pad	Hwy 80 E. (Next to Fire Station)	.5		
Portal	26750 Hwy 80 E.	.4		
Middleground	3420 Middleground Rd.	.20		
Register	1689 Akins Anderson Rd.	.39		
Brooklet	16841 Hwy 80 E.	.50		

Total for Weekly Visits _____

Total for Bi-Weekly Visits _____

Total for Fertilizer/Herbicide _____

Total for Annual Cost _____

County Grounds (Bi-Weekly & Monthly)

Maintenance on all the following County Grounds will be performed **bi-weekly March thru Nov. 30 and Monthly Dec. 1 thru Feb. 28.** This is the list of duties that need to be performed at these sites.

1. Pick up all trash and refuse.
2. Mow all turf areas.
3. Line trim around signs, fencing and areas mowers can't access.
4. Edge all sidewalks, curbing and beds.
5. Remove weeds in cracks of sidewalks or asphalt parking lots.
6. Remove weeds in landscape beds by pulling or spraying.
7. Power blow sidewalks and parking areas.
8. Prune and trim trees once a month or as needed.
9. Mulch/Pinestraw around shrubs once every six months.

Site	Address	Acres	Bi-weekly Cost per Visit	Monthly Cost per Visit
I-16 Connector and Median	301 and I-16	3.50		
Rocky Ford Boat Landing	Rocky Ford Road	.11		
Bulloch County Senior Center	235 Granade St.	.20		
Five Points Round About	Intersection of Pretoria Rushing, Burkhalter and Hagan Rd	.05		
Langston Chapel Round About	Intersection of Langston Chapel and Burkhalter Rd	.05		

Total for Bi-Weekly Visits _____

Total for Monthly Visits _____

Total for Fertilizer/Herbicide _____

Total for Annual Cost _____

Voting Precincts and Fire Departments (Monthly)

Maintenance on the following Voting Precincts and Fire Departments will be performed **Monthly**. This is the list of duties that need to be performed at all sites. (Will need to be scheduled prior to elections as well)

1. Pick up all trash and refuse.
2. Mow all turf areas.
3. Line trim around signs, fences, buildings, trees and areas mowers can't access.
4. Edge handicap parking pads/ driveways and beds.
5. Remove weeds in cracks of sidewalks or asphalt parking lots
6. Remove weeds in landscape beds by pulling or spraying.
7. Power blow handicap parking pads/ driveways/parking lots.
8. Prune and trim trees and shrubs as needed.
9. Mulch/Pinestraw shrubs and trees as needed (at least once a year).

Voting Precincts:

Site	Address	Acres	Monthly Cost per Visit	*Election Visit Cost
Lockhart	4472 Rocky Ford Rd.	.75		
Hagin	5023 Clito Rd.	2.78		
Stilson	15226 Hwy 119 Connector	.37		
Emit	3023 Harville Rd.	1		
Nevils* 11	122 Nevils Denmark Rd.	.14		
Bay Area*	63 Lanier Rd	1		
Leefield*	300 Lee Avenue.	.20		

Fire Departments:

Site	Address	Acres	Monthly Cost per Visit	*Election Visit Cost
Portal Sub Station	5157 Banks Dairy Rd.	.06		
Clito Main Station	10932 Clito Rd.	59		
Clito Sub Station	5035 Clito Rd.			
Leefield*	300 Lee Avenue.	.20		
Stilson	93 Stilson Leefield Rd.	.71		
Akins Anderson Sub Station	Akins Anderson Rd.	.5		
Nevils*	112 Nevils Denmark Rd.	.14		
Bay Area*	22272 Highway 46	2.32		
Sandy Creek	3786 Nevils Groveland Rd.	.06		
Pulaski	5841 Pulaski Rd.	.06		

***Fire Department and Voting Precinct are at the same location**

Total for Monthly Visits _____

Total for Election Visits _____

Total for Fertilizer/Herbicide _____

BID FORM & VENDOR INFORMATION SHEET

TOTAL for Weekly Grounds Maintenance \$ _____

TOTAL for Bi – Weekly Grounds Maintenance \$ _____

TOTAL for Monthly Grounds Maintenance \$ _____

TOTAL for Additional Maintenance due to elections \$ _____

TOTAL for Bed Fertilizations and Herbicide Applications \$ _____

TOTAL for Annual Fertilizer Cost to Landscape Beds \$ _____

GRAND TOTAL for Grounds Maintenance \$ _____

Grand Total in written words _____

1. Company Name : _____

Address: _____

2. Payments to be mailed to:

Company Name: _____

Address: _____

3. Contract Administrator:

Name: _____

Signature: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Cell: _____

Email Address: _____

Date: _____

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

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

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to March 3, 2021 @ 3:00pm, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this ____ day of _____ 20____.

NOTARY PUBLIC _____

CONTRACTOR E-VERIFY 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 Bulloch County, Georgia 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 Bulloch County, Georgia, 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 Georgia Department of Labor 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 Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions.

EEV/Basic Pilot Program* E-verify Company ID#

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Name of Project

Bulloch County, Georgia

Name of Public Employer

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).

Check List

The items listed below must be completed and returned in the submitted bid package. Failure to include the items listed below will be just cause for not accepting the submitted bid package.

- 1. Page 5 – Copy of Business License(s) as required
- 2. Page 5 – Proof of insurance as required
- 3. Pages 12-16 – Cost Sheets
- 4. Page 17 – Exceptions to Specifications Sheet
- 5. Page 18 – Bid Form & Vendor Information Sheet
- 6. Page 19 – Non-Collusion Affidavit
- 7. Page 20 – Vendor Declaration
- 8. Page 21 – Contractor Affidavit

FORM OF CONTRACT- EXAMPLE

CONTRACT FOR GROUNDS MAINTENANCE SERVICES

STATE OF GEORGIA

BULLOCH COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between **BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners** (hereinafter referred to as the "**COUNTY**") and _____ (hereinafter referred to as the "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the **CONTRACTOR** has submitted to the **COUNTY** a description of the services it is willing to undertake in the performance of certain professional services; and,

WHEREAS, the proposal submitted by the **CONTRACTOR** has been approved and accepted by the **COUNTY**; and,

WHEREAS, the parties hereto desire to reduce the terms of this **AGREEMENT** to writing;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

1. **Character of the Work:**

The **CONTRACTOR** agrees to perform, in a manner satisfactory to the **COUNTY, GROUNDS MAINTENANCE SERVICES** for all County owned properties as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. Exhibit "A" consists of the Invitation to Bid and associated documents, including but not necessarily limited to the Terms and Conditions, Bid Specifications, General Information, and Bid Form.

2. **Compensation:**

The **COUNTY** agrees to pay the **CONTRACTOR** for services rendered under this agreement in accordance with the price schedule set forth in Exhibit "A". Services can be altered or eliminated by location and/or frequency. Compensation to the **CONTRACTOR** would be modified by the amounts noted in the contract or a mutually agreed upon price. **CONTRACTOR** shall submit invoices not later than the tenth (10th) of each month for the previous month's services, and payment shall be due within thirty (30) days of receipt of the invoice by the **COUNTY**. All payments shall be mailed to the **CONTRACTOR**, unless prior arrangements to pick up the payment have been made.

3. Term of Agreement:

The term of this Agreement shall be for a period commencing on July 1, 2021 and ending on June 30, 2022. At the County's option, this contract may be renewed for two (2) successive one (1) year periods on the same terms and conditions as the initial one-year term.

4. Termination:

- A. Termination for Cause. If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than seven (7) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any breach of this Agreement, and the **COUNTY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **COUNTY** from such breach can be determined.
- B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

5. Indemnification:

The **CONTRACTOR** shall hold harmless and indemnify the **COUNTY** and its officials, employees, and agents from and against any and all claims, damages, liabilities, suits, actions, judgments, and expenses of litigation (including, without limitation, reasonable attorney's fees) arising from or in any way related to the **CONTRACTOR'S** performance of this Agreement.

6. Proof of Insurance:

The **CONTRACTOR** shall maintain insurance in the types and amounts stated in Exhibit "A" during the term of this Agreement and any renewals or extensions thereof, and shall provide adequate proof of same to the **COUNTY** prior to commencing performance under this Agreement.

7. Assignability/Transferability:

The **CONTRACTOR** shall not assign or transfer any interest in this **AGREEMENT** without the written consent of the **COUNTY**.

8. Entire Agreement; Amendments:

This Agreement represents the entire agreement between the parties with respect to the subject

matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

9. Notices:

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. mail to the respective parties at the following addresses:

If to the **COUNTY:** Thomas M. Couch, County Manager
Bulloch County Board of Commissioners
115 N Main Street
Statesboro, GA 30458

With a copy to: Jeff S. Akins
Bulloch County Attorney
115 N Main Street
Statesboro, GA 30458

If to the **CONTRACTOR:** _____

If sent via regular U.S. mail, such written notice shall be deemed to have been “received” three business days after it is deposited in the mail with a proper address and with adequate postage affixed.

10. No Waiver:

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party’s right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

11. Immunity:

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

12. Legal Construction; Severability:

This Agreement shall be governed by and construed in accordance with the laws of the State of

Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the **COUNTY** and the **CONTRACTOR** have executed this Agreement as of the first date above written.

COUNTY:

CONTRACTOR:

By: _____

By: _____

Title: County Manager

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____