



## Oconee County Board of Commissioners

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# Invitation to Bid

## Street Sweeping Services

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ISSUE DATE: December 27, 2019

BID OPENING DATE/TIME: January 21, 2020 at 2:00 PM EST

ITB NUMBER: 20-12-011

ACCEPTANCE PLACE: Oconee County Board of Commissioners  
Finance Department  
Attention: Procurement  
23 N. Main Street, Suite 203  
Watkinsville, Georgia 30677

PRE-BID MEETING: January 7, 2020 at 2:00 PM EST (Non-Mandatory Meeting)

QUESTIONS regarding this Invitation to Bid shall be received no later than 2:00 PM EST on January 13, 2020.

BID OPENING shall be held in the Commission Chambers, Room 205 at the above reference Main Street address.

REQUESTS FOR INFORMATION related to this Solicitation should be directed to:

Wes Geddings  
Finance Director  
(706) 769-2944  
(706) 310-3574 (Fax)  
E-mail address: [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us)

This document can be downloaded from our web site: [www.oconeecounty.com](http://www.oconeecounty.com)

**Oconee County Board of Commissioners**  
**Invitation to Bid No. 20-12-011**  
**Street Sweeping Services**

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**December 27, 2019**  
**Oconee County Board of Commissioners**  
**23 N Main Street**  
**Watkinsville, GA 30677**  
**Invitation to Bid (ITB) #20-12-011**

## **Street Sweeping Services**

Sealed bids will be received in hand in the office of the Purchasing Officer, Oconee County Board of Commissioners (OCBOC), Finance Department, Suite 203, 23 N. Main Street, Watkinsville, GA. 30677, until **2:00 PM EST on January 21, 2020** for the monthly sweeping of approximately 32.25 curb miles, monthly roundabout sweeping of approximately 0.30 miles, and quarterly sweeping of 4.6 curb miles with 16 major islands. The detailed Scope of Work and Technical Specifications are outlined in the bid documents.

At that time, date, and place given above, Suite 205, the sealed bids will be publicly opened and read aloud. Specifications and bid forms can be obtained from the Finance Department, Purchasing Officer or the Oconee County Website at [www.oconeecounty.com](http://www.oconeecounty.com).

A non-mandatory pre-bid meeting will be held **at 2:00 PM EST on January 7, 2020**, in the Commissioners Chambers, Room 205 at the above referenced Main Street Address.

The Work shall be completed within one year, unless otherwise noted. This agreement may be renewed up to four (4) successive, one-year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such fiscal year.

Questions regarding this ITB should be directed to Wes Geddings, Finance Director via email at [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us) and shall be received no later than **2:00 PM EST on January 13, 2020**.

The OCBOC reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Oconee County determines that cancellation and/or rejections are advantageous to the County. Bids are legal and binding upon the Bidder when submitted. It will also be the responsibility of each Bidder to obtain any addenda issued from the Purchasing Office. The written ITB and Addenda documents supersede any verbal or written prior communications between the parties.

Oconee County Board of Commissioners  
Honorable John Daniell, Chairman

# **Section I**

## **General Instructions**

**Bid Control Number 20-12-011**



**Street Sweeping Services**

**Oconee County Board of Commissioners**  
**Invitation to Bid#20-12-011**  
**Street Sweeping Services**

**SECTION I – GENERAL INSTRUCTIONS**

GENERAL INFORMATION

1. Oconee County Board of Commissioners is issuing this Invitation to Bid (ITB) to solicit services from qualified contractors to provide street sweeping services as outlined in the specifications detailed under Section III.
2. A non-mandatory pre-bid meeting will be held on **January 7, 2020 at 2:00 PM EST.**

VENDOR REGISTRATION AND BID NOTIFICATION

Bidders are encouraged to sign up for Oconee County's registration system, which is powered by Vendor Registry. The system allows a vendor to register quickly and update details such as the types of products and services provided as well as vendor contact information. This will enable the County and Vendor Registry to notify an applicant of important bid opportunities in the future. Bids are not rejected for a failure to register. Applicants may register, or check if they are registered, as follows:

- Please visit our website at [www.oconeecounty.com](http://www.oconeecounty.com)
- Hover over “Departments”
- Select Finance Office
- On left side of the webpage click on Vendor Registration
- Complete your registration by following the instructions provided

For assistance, please call (865) 777-4337

BID REQUIREMENTS

1. Bidder Qualifications
  - a) The Bid shall include a completed Statement of Qualifications (SoQ). Information to be included in the SoQ:
    - 1) References (3)
    - 2) Previous Work Experience: 3 years of experience is preferred
    - 3) Photocopies of Licenses and/or Certifications: Business License
    - 4) Project Schedule for each project being bid.
    - 5) Company Qualifications: Please list any contracts and terminations in the past three (3) years.
    - 6) Employee Qualifications: Valid Driver’s License
    - 7) List of Sub Contractors, if applicable

- b) Oconee County may make any investigations deemed necessary to determine Bidder's ability to perform the Work, and Bidder shall furnish all information and data requested by the County. The County reserves the right to reject any bid from any Bidder that the County considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule.
- c) If Bidder does not have offices in the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

2. Examination of Bid Documents and Site

- a) Before submitting a bid, each Bidder shall:
  - 1) Examine the Bid Document Package thoroughly.
  - 2) Become familiar with local conditions affecting cost or Work progress or performance.
  - 3) Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost or Work progress or performance
  - 4) Study and carefully correlate Bidder's observations with the Bid Document Package.
  - 5) Notify the County concerning conflicts, errors, or discrepancies in Bid Document Package.
- b) On request, the County may provide each Bidder access to the site to conduct investigations that Bidder deems necessary in order to submit bid.
- c) Bid submission will constitute **incontrovertible** representation that Bidder understands and has complied with requirements contained in this Article 2, and that Bidder has read and understood the Bid Document Package and hereby stipulates that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform Work.

3. Copies of Bid Documents

- a) The ITB Document Package includes the Advertisement, Sections I - III, all Attachments, Exhibits, and Addenda issued during the solicitation period.
- b) Complete sets of ITB Documents shall be used in preparing bids. The County assumes no responsibility for errors or misinterpretations resulting from using incomplete sets of Bid Documents.
- c) The County, in making ITB Documents available on the above terms, does so only to obtain Bids on Work and does not confer license or grant for any other use.
- d) Any part of the ITB Documents may be modified by Addenda.

## CONTACT PERSON

Bidders are encouraged to contact **Wes Geddings, Finance Director by email at [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us)** to clarify any part of the ITB requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the contractor's submittal.

Contractors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1.) through the Purchasing Officer named herein, or 2.) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

## ADDENDA and INTERPRETATIONS

1. Oconee County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Contractor should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their bids.
2. ***Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the Bid submittal. Bid submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.***
3. Replies will be issued by Addenda mailed or delivered to parties recorded by Oconee County as having received Bid Document Package. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
4. Addenda may be issued to modify the Bid Document Package as deemed necessary by Oconee County.

## TIMETABLE

The anticipated schedule for the ITB is as follows:

ITB Issue Date :	December 27, 2019
Non-Mandatory Pre-Bid Meeting	January 7, 2020 at 2:00 PM EST
Deadline for Project Questions:	January 13, 2020 at 2:00 PM EST
Contact: <a href="mailto:ocbids@oconee.ga.us">ocbids@oconee.ga.us</a>	
Deadline for Addenda posted on OC Website <a href="http://www.oconeecounty.com">www.oconeecounty.com</a> under Bid Opportunities:	January 16, 2020 at 2:00 PM EST
Bid Submittal Deadline	January 21, 2020 at 2:00 PM EST
Tentative Award Date	TBD

Chart 1

## BID SUBMISSIONS

1. **A total of three (3) paper bids, sealed in one envelope;** one (1), unbound, paper original and two (2), paper copies and one (1), digital copy, in PDF format (thumb drive or CD) of the completed, signed bid must be received no later than **January 21, 2020 AT 2:00 PM, EASTERN STANDARD TIME (EST)** Bids must be submitted in a **sealed envelope** with the Contractor's name, address, "**ITB Bid #20-12-011 Street Sweeping Services**" stated on the outside. Deliver bids to:

Oconee County Board of Commissioners  
**Attention: Purchasing Officer**  
23 N. Main Street, Suite 203  
P. O. Box 1527  
Watkinsville, GA 30677

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Oconee County Government. For a complete listing of holidays please visit [www.oconeecounty.com](http://www.oconeecounty.com).

Items Bid must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Bids must be in the actual possession of the Oconee County Board of Commissioners on or prior to **January 21, 2020 AT 2:00 PM EST**, at which time they will be publicly opened and read aloud in the Commission Chambers, Room 205 of the Oconee County Courthouse, 23 N. Main St., Watkinsville, GA 30677. ITB Documents are available upon request from the Oconee County Purchasing Officer or by accessing the County's Website at [www.oconeecounty.com](http://www.oconeecounty.com).



Submittals or modifications received after the due date and time will not be considered. Oconee County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified, and/or delivered to the proper designation. Late proposals properly addressed to the Oconee County Board of Commissioners shall be returned to the respondent unopened.

2. **Directions to Oconee County Courthouse from I-85:** Take I-85 North to Georgia Highway 316 (Lawrenceville/Athens exit). Drive 39 miles. Turn right onto Oconee Connector. Drive 5 miles. (Oconee Connector becomes Mars Hill Road, then Experiment Station Road). Turn right on North Main Street. Drive 0.1 miles North Main becomes Georgia Highway 15). The Oconee County Courthouse is on the right side of the street. Public parking is in back of the Courthouse.

3. **County Forms and Documents**

In Attachment A of the ITB documents, a checklist of all County forms and documents required is provided. Utilizing this list will help ensure you have met Oconee County requirements and put together a successful bid.

Each Bid shall contain the following completed forms. County forms must be used without substitution unless otherwise specified. They are:

- a) Addenda Acknowledgement Form
- b) Bidder's Information Sheet
- c) Bidder's Local Business Initiative Affidavit
- d) Execution of Bid
- e) Bidder's Certification and Non-Collusion Affidavit:
- f) Drug-Free Workplace Certificate
- g) *Georgia Security and Immigration Compliance Act Affidavit\**
  - Contractor Affidavit
  - Sub-Contractor Affidavit
- h) List of Subcontractors
- i) Bidder's References Form
- j) W-9
- k) Current copy of Certificate of Insurance (Form not provided)
- l) Copy of Any Licenses/Certifications Requested within ITB (General Contractor's License)

*\*Must be submitted with bid or it will be deemed non-responsive.*

4. **More than one Bid** received for same work from individual, firm, partnership, corporation, or association under same or different names will not be considered. Reasonable grounds for believing any Bidder is interested in more than one Bid for

same work will cause the County to reject all Bids from Applicant. If the County believes collusion exists among Applicants, bids from participants in collusion will not be considered.

5. **Conditions, limitations, or provisions** attached by the Applicant to the Bid Forms may cause its rejection. Bids containing Items not included in the form of Bids will be considered irregular.

#### INSURANCE AND BOND REQUIREMENTS

The Contractor is responsible for all personal/liability insurance and worker's compensation coverage for himself and all employees as described in Exhibit A of this ITB.

#### MODIFICATION AND WITHDRAWAL OF BIDS

1. Withdrawal Prior to Time for Receiving Bids – Bids may be modified or withdrawn by appropriate document duly executed (in manner Bid must be executed) and delivered to place where Bids are to be submitted at any time prior to deadline for submitting bids. Bid Withdrawals will not prejudice Bidder's rights to submit new Bid prior to bid Date and Time.
2. Withdrawal After Time for Receiving Bids - After period for receiving Bids has expired, no Bids may be withdrawn, modified, or explained.

#### OPENING OF BIDS

Bids will be publicly opened and names of submitting firms and costs will be read at **January 21, 2020 at 2:00:00 PM EST**. A list of submitting firms and cost will be available by emailing Wes Geddings at [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us) or checking the County's website at [www.oconeecounty.com](http://www.oconeecounty.com).

#### BIDS TO REMAIN OPEN

Bids shall remain open for acceptance by the County for thirty (30) calendar days after Bid opening. The County may, at its sole discretion, release any Bid prior to that date.

#### AWARD OF PRICE AGREEMENT/CONTRACT

1. To extent permitted by applicable state and federal laws and regulations, the County reserves right to reject any and all Bids, to waive any and all informalities, and to disregard nonconforming, non-responsive, or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate Bids, incomplete or unbalanced unit prices, or other irregularities. In case of error in the extension of prices in the Bid, the unit price will govern. No bid shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the contractor in preparing the bid confers no

right for the withdrawal of the bid after it has been opened. Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Oconee County after verification is made by the Applicant. However, under no circumstances can unit prices be changed.

2. Contract will be awarded by the County pursuant to applicable law. Nothing contained herein shall place duty upon the County to reject Bids or award Bids based upon anything other than the County's sole discretion as described herein.
3. The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
4. The County may conduct investigations deemed necessary to assist in evaluating Bids and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Bids from any Applicant not passing evaluation.
5. The County will award the project at the County's Discretion.

#### REQUIRED DOCUMENTS AFTER AWARD

1. Occupational Tax License - Applicant shall provide evidence of a valid **Oconee County** occupation tax license in order to provide goods and/or services for Oconee County.
2. Certificate of Insurance - Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate needs to include an "additional insured" language for the County. See Exhibit A for Oconee County Insurance Requirements.

#### CONTRACT TIME

The Work shall be completed within one year, unless otherwise noted. This agreement may be renewed up to four (4) successive, one-year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such fiscal year.

#### SIGNATURE REQUIRED

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids. A VALID BID OFFER MUST BE SIGNED.

## EVALUATION AND AWARD CRITERIA

1. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements and best interest of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

## ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the bidder's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

## LOCAL BUSINESS INITIATIVE

Any purchase or contract of under \$100,000 bid or otherwise placed by Oconee County, herein "County", may be awarded to a Local Business, as defined according to Oconee County Policy, in case of equivalent bids. In cases in which a bid by a Local Business is within 7% of the lowest overall bid supplied by a non-local business, the County is authorized to negotiate with Local Business with the lowest bid among the Local Business to allow such Local business to match the lowest bid supplied by a non-local business. In the event a Local Business matches the lowest bid, including all other terms, quality and conditions of the bid, then the Local Business may be awarded the contract. In the event the bids of more than one Local Business are within 7% of the lowest overall bid of a non-local business, the Local Business with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this Local Business declines to do so, then the Local Business with the next lowest bid within 7% will be given the opportunity to match the lowest bid and this process will continue until a contract is reached with a Local business or there is no other Local Business within 7% of the lowest overall bid.

## RULE FOR AWARD

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or "Lump Sum" price (which ever may apply).

PLEASE SEND ALL INVOICES TO

[financedept@oconee.ga.us](mailto:financedept@oconee.ga.us)

THE OCONEE COUNTY BOARD OF COMMISSIONERS  
FINANCE DEPARTMENT  
P. O. BOX 1527  
WATKINSVILLE, GA 30677

END OF INSTRUCTIONS TO BIDDERS

# **Section II**

## **General Terms and Conditions**

**Bid Control Number 20-12-011**



**Street Sweeping Services**

**Oconee County Board of Commissioners**  
**Invitation for Bid#20-12-011**  
**Street Sweeping Services**

**SECTION II – GENERAL TERMS AND CONDITIONS**

CONTRACT AND CONTRACT DOCUMENTS

The Invitation for Bid and Contractor’s Bid shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

DEFINITIONS

1. ‘Alternate bids’ means the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.
2. ‘Addendum’ is a change, addition, alteration, correction, or revision to a bid or contract document.
3. ‘Base bid’ or ‘base proposal’ means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.
4. ‘Bid bond’ means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.
5. ‘Bid Schedule/Form’ is a form in which the cost is submitted by a bidder for an invitation for bid.
6. ‘Change order’ means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.
7. ‘Competitive sealed bidding’ means a method of soliciting public works construction contracts whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of subsection (b) of Code Section 36-91-21.
8. ‘Competitive sealed proposals’ means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of subsection (c) of Code Section 36-91-21.
9. ‘Contractor’ is the party in a contract responsible for performing the service defined in the contract.
10. ‘Emergency’ means any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.
11. ‘Governing authority’ means the official or group of officials responsible for governance of a governmental entity.
12. ‘Governmental entity’ means a county, municipal corporation, consolidated government, authority, board of education, or other public board, body, or commission but shall not include any authority, board, department, or commission of

the state, or a public transportation agency as defined by Chapter 9 of Title 32.

13. 'Invitation for Bid' is all documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
14. 'Payment bond' means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
15. 'Performance bond' means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
16. 'Public works construction' means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.
17. 'Responsible bidder' or 'responsible offeror' means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
18. 'Responsive bidder' or 'responsive offeror' means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
19. 'Scope of project' means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
20. 'Scope of work' means the work that is required by the contract documents.
21. 'Sole source' means those procurements made pursuant to a written determination by a governing authority that there is only one source for the required supply, service, or construction item.
22. 'Qualified Vendor' one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within these specifications.

### AGREEMENT RENEWAL

This agreement may be renewed up to four (4) successive, one-year periods contingent upon the appropriation of funds by the Oconee County Board of Commissioners in the annual budget for such fiscal year. The execution of all documents is subject to the Owner's approval. Written notice shall be given approximately sixty (60) days prior to the expiration date of each agreement period.

### NONAPPROPRIATION OF FUNDS

The Contractor acknowledges that the Finance Department cannot contract for the



payment of funds not yet appropriated by the Oconee County Board of Commissioners (OCBOC). If funding to a Department is reduced due to an order by the OCBOC or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the OCBOC may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the OCBOC upon 30 days written notice. In the case that funds are not appropriated or are reduced, the OCBOC will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the OCBOC will not be liable for any future commitments, penalties, or liquidated damages.

### DISCREPANCIES

Should an Bidder find discrepancies in the bid documents and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than five (5) working days prior to the date for Bid to close. Any changes to the ITB that result from such a clarification will be communicated through a written addendum and posted on the Finance Department "Bid Opportunities" page at [www.oconeecounty.com](http://www.oconeecounty.com). Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.

### MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
2. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

### CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work, free from liens, claims, or encumbrances.

### BRAND OR MANUFACTURER'S REFERENCE

The County has determined that any manufacturer's brand defined in the ITB Specifications meets the County's product and support need. The manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the County desires to purchase. Bids for similar manufactured products of like quality will

be considered if the Bid is fully noted with the manufacturer's brand name and model unless "No Substitutions" has been noted in the bid documents. The County reserves the right to determine products and support of equal value.

### INSPECTION AND SUPERVISION

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Oconee County, Ga. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements. The decision of the Project Manager, upon any question connected with the execution of the work under this contract, and interpretation of the specifications or upon failure or delay of the work by the contractor, shall be final and conclusive.

### WARRANTY

The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the Oconee County Board of Commissioners (OCBOC) under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Georgia apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied on the Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the County has not been warned. Remedies available to the County include the following: The Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the OCBOC may otherwise have under this contract.

### SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

## APPLICABLE LAWS/FORUM

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Oconee.

## OPEN RECORDS

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide the county with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror *must* follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a) (34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

## NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

### **TO CONTRACTOR**

TBD

### **TO COUNTY:**

Oconee County Finance Department  
Division of Procurement  
23 N. Main Street, Suite 203  
Post Office Box 1527  
Watkinsville, Georgia 30677

## PROCEDURES

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Agreement must be approved in writing by the Finance Director and the Contractor.

## DELAYS

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project.

Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

### WORKMANSHIP

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County.

### QUALITY:

All materials used for the manufacture or construction of any supplies, materials, vehicles, or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. In addition, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

### DELIVERY

Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. In addition, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.

Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

### CLEANING UP

The Contractor shall at all times keep the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Department Director

### SUBCONTRACTORS

All applicants shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful Bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the contractor may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

## EXEMPTION FROM TAXES

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

## INVOICING AND PAYMENT

Upon completion of work, the Contractor shall submit a proper invoice, detailing a breakdown of all charges that shall be based on completion of tasks or deliverables. Invoices shall be submitted to:

[financedept@oconee.ga.us](mailto:financedept@oconee.ga.us)

Oconee County Board of Commissioners  
Attn: Finance Department  
P. O. Box 1527  
Watkinsville, GA 30677

All such invoices will be paid within thirty (30) days of final inspection by the County unless other payment terms have been detailed in writing prior to the start of project. Should any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Contractor shall provide the purchase order number on the pricing form.

## AGREEMENT DISPUTES

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence-giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee.

The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

#### ASSIGNMENT OF CONTRACT

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department.

#### CHANGE ORDERS OR AGREEMENT MODIFICATIONS

Oconee County may order changes within the general scope of the contract at any time by change order or modification to the purchase order. Changes within the scope of the agreement are generally initiated between contractor and project manager. The project manager will submit a change order request to the Finance Department for administrative approval. Once a signed change order has been submitted to Purchasing, a revised purchase order is issued and distributed. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Oconee County a credit for any savings. Said compensation shall be determined by mutual agreement between Oconee County entity and the contractor in writing.

#### TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the established contract time for the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner, not as a penalty but as liquidated damages for such breach of contract hereinafter set forth, \$200.00 for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

#### CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of Oconee County, Ga. Oconee County, GA. shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction fail to meet their approval, they shall be forthwith reconstructed, made good, replaced and/or corrected,

as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

#### ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract.

#### TERMINATION

Subject to the provisions below, this Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted:

- a) Termination for Convenience-  
The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.
- b) Termination for Cause-  
In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.
- c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years-  
If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

#### BID BONDS, PERFORMANCE AND PAYMENT BONDS

**If required in the Invitation for Bid**, each bidder must deposit with his bid a Bid Bond or Certified Check for five percent (5%) of the total bid amount, and a Consent of Surety form from a surety company licensed to do business in the State of Georgia. The Consent of Surety shall state that upon award of the Agreement, a Performance and Payment Bond each for one hundred percent (100%) of the Total Agreement Amount can be furnished. The payment and performance bonds are required before the Notice to Proceed can be issued. NOT ALL BID SOLICITATIONS REQUIRE A BID BOND. IF THERE ARE ANY QUESTIONS REGARDING BID BONDS, PLEASE CONTACT THE PROCUREMENT OFFICER.

## CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

1. Contractors and Subcontractors Insurance: The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

2. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance. In case any class employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
3. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:  
The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability.



4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type.

**\*\*\*See Exhibit I for Oconee County Insurance Requirements\*\*\***

#### PATENT INDEMNITY:

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

#### GENERAL INDEMNIFICATION

It is understood that in the event of contractor negligence, Oconee County is protected against third-party claims. The Contractor is required to provide legal counsel to protect the owner and pay all damages arising from its negligent act.

#### AGREEMENT

Each Bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute an agreement between the Bidder and the County which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

- a) The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the Board, and may be amended with the issuance of a change order under the signature of the Chair.
- b) "no parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.
- c) Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

#### COMPLIANCE WITH LAWS AND ELIGIBILITY:

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof. The

County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

#### GENERAL CONTRACTOR LICENSE (IF APPLICABLE)

Licensed General Contractors shall furnish to the County, personally or through his or her authorized agent specifically designated to act on his or her behalf in a sworn written document, his or her general contractor license number and the identity of any business organization for which such Applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

Respondents and any subcontractors chosen by the Respondent shall be qualified and licensed Contractors, with the exception of “specialty contractors” under Chapter 14 of Title 43 (<http://sos.ga.gov/admin/files/SpecialtyLTD.pdf> )

#### AUTHORITY TO BIND FIRM IN AGREEMENT (Bidder’s Affidavit)

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN AGREEMENT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. *See Mandatory Forms section*

Those authorized to sign are as follows:

- a) If a sole proprietorship, the owner may sign.
- b) If a general partnership, any general partner may sign.
- c) If a limited partnership, a general partner must sign.
- d) If a limited liability company, a “member” may sign or a “manager” must sign if so specified by the articles or organization.
- e) If a regular corporation, the CEO, President or Vice-President must sign.
- f) Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid. This document is included in the bid package for your convenience.

#### ANTI-DISCRIMINATION

Oconee County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

#### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Vendors submitting a Bid package in response to this ITB must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- a)** A statement that indicates the contractor will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- b)** By completing the affidavit that is provided with this solicitation, the vendor is attesting to the following:
  - (1)** The affiant has registered with and is authorized to use the federal work authorization program;
  - (2)** The user identification number and date of authorization for the affiant;
  - (3)** The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - (4)** Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - (5)** Upon contracting with a new subcontractor, a contractor or subcontractor shall notify Oconee County and shall deliver a completed Subcontractor Affidavit to Oconee County within five (5) working days of entering into a contract or agreement of hire with the subcontractor before the new subcontractor begins any work.
- c)** Failure to provide the completed and notarized affidavit with the contractor's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

END OF GENERAL TERMS AND CONDITIONS

# **Section III**

## **Scope of Services**

**Bid Control Number 20-12-011**



**Street Sweeping Services**

**Oconee County Board of Commissioners**  
**Invitation for Bid#20-12-011**  
**Street Sweeping Services**

**SECTION III – SCOPE OF SERVICES**

Project Overview

Monthly sweeping of approximately 32.25 of curb miles, monthly sweeping of roundabouts of approximately 0.30 curb miles for Oconee County on a specified schedule or on an as needed basis.

Quarterly sweeping of Highway 441 from Athens/Clarke County line to North Main Street of approximately 4.6 miles.

16 Islands @ approximately 720 LF total.

Contractor Requirements and Responsibilities

The Contractor shall be provided sweeper routes and maps by the County. The Contractor shall submit a written sweeping schedule to the Public Works Department or designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the County for review as efforts to improve sweeping program efficiency. Each round of sweepings shall take no longer than one week to complete. If it is necessary to make periodic revisions to this maintenance schedule, a modified schedule must be submitted for review to the Public Works Department or designee for approval prior to the date the changes are to take effect, but not less than 48-hours. Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule and any other information provided by the County, which will allow the County to monitor the Contractor's progress. The Contractor shall adjust his/her schedule to compensate for all holidays and rainy days. Street sweeping shall be scheduled for all regular holidays and rainy days, unless otherwise indicated by the County.

Street Sweeping Equipment

The street sweeper or any relief sweeper used to perform this contract work shall:

Roadway sweepers shall be wire brush sweeper with a vacuum to move debris from roadway and preventing material from entering the watershed.

Washout, cleaning, dumping of hopper on county roads will not be allowed.

Contractor shall provide a listing of all sweepers used on roadways.

Street Sweeper will require Company identification and amber lights.

### Quality of Sweeping

The quality of sweeping shall be to the satisfaction of the Public Works Department or designee. The Contractor shall at all times use good sweeping practices as dictated by the highest standards within the sweeping industry and will make adjustments to their equipment as necessary that will result in clean streets with no debris trails left behind. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering. Sweeping practices include, but are not limited to the following: (a) Sweeping speed shall be adjusted to street conditions with a maximum speed of ten (10) miles per hour unless manufacturer documentation is provided specifying an alternate speed. (b) Patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of five (5) miles per hour. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the County to ensure the highest sweeping quality.

### Performance During Inclement Weather

The County shall determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the Contractor immediately once decision is made. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.

### Working Hours

Preferably, sweeping operations should be completed during night time.

### Inspections

The Public Works Department or his designee shall regularly inspect the County roads subject to this Agreement to ensure that the work is being performed in accordance with the terms identified in this agreement.

### Protection of the Public and Damages to existing Structures

The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary. Methods proposed by the Contractor and approved by the County shall not harm, deface or damage the roads being swept, street trees, sidewalks or street curbs. In the event that damaged to County right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

### Debris Disposal

Contractor shall legally dispose of all waste material generated through street sweeping operations on County Property as directed by the County Representative; however, the Contractor will be required to provide, pay for and manage their own dumpster(s). Contractor

shall provide a monthly report of the amount in cubic yards of material disposed and where the material was disposed.

### Spills

The Contractor shall make additional passes on a county route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. Failure to affect a proper cleanup will result in the county responding with Fire and Public Works crews, and costs will be deducted from the following invoice to be paid. The quality of spill clean-ups shall be to the satisfaction of the Public Works Department.

# Oconee County Roads - Street Sweeping Listing

## Monthly Roads

Barnett Shoals Road	Stone Shoals Way to Main Street
Experiment Station Road	N. Main to Butlers Crossing
Mars Hill Road	Butlers Crossing to Daniels Bridge Road
Oconee Connector	Daniels Bridge Road to Dead end at Home Depot
Virgil Langford	Langford Drive to Resurgence Drive
Plaza Parkway	Jennings Mill Road to Oconee Connector
Parkway Blvd	Oconee Connector to Epps Bridge Road
Jennings Mill Road	Highland Hills Blvd to Virgil Langford Road
Dowdy Road	Epps Bridge Road to Old Epps Bridge Road
Epps Bridge Road	County Line to Oconee Connector
Hog Mountain Road	Windsor Drive to Experiment Station Road
Hog Mountain Road	Experiment Station Road to 441
New High Shoals Road	Bishop Vineyard to Old 441
<b>Total Monthly Curb Miles</b>	<b>32.25 Miles</b>

## Monthly Roundabouts

Mars Hill Rd / Malcom Bridge Rd	
Malcolm Bridge Road / Malcolm Bridge School Entrance	
<b>Total Monthly Roundabout Miles</b>	<b>0.30 Miles</b>

## Quarterly Road

Highway 441	Athens/Clarke County Line to North Main Street
<b>Total Quarterly Curb Miles</b>	<b>4.6</b>

**Total Annual Curb Miles**                      **409.00 Curb Miles**

**Total Major Islands**                              **16**



Reference Map



END OF SCOPE OF SERVICES

# **Exhibit A**

## **Insurance Requirements**

**Bid Control Number 20-12-011**



**Street Sweeping Services**

## Oconee County Insurance Requirements

The following recommended minimum insurance limits apply to vendors doing business with the Oconee County Board of Commissioners. The Standard Insurance Limits are recommended for all procurements of goods and ancillary services. The specific requirements for vendors providing high risk services supersede the Standard Insurance Limits. Coverage types and limits are recommended minimums and should be increased as appropriate based on contract value and potential risks to the County.

To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable. <sup>1</sup>

**Important:**

All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof.

All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

<sup>1</sup> For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.

- 
- Certificate Holder should read:  

Oconee County Board of Commissioners  
23 North Main Street  
Watkinsville, Georgia 30677
  - Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by projected name and project/bid number.
  - Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
  - No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until

evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County.

- Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

A. STANDARD INSURANCE LIMITS FOR GOODS AND ANCILLARY SERVICES

Workers Compensation (WC):	Statutory Limits – required in all contracts
Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

B. HIGH RISK INSURANCE LIMITS

1. Ambulance Service:
- |                            |                            |
|----------------------------|----------------------------|
| Workers Compensation (WC): | Required for all Contracts |
|                            | NO EXEMPTIONS              |
- Commercial General Liability (CGL):
- |   |              |
|---|--------------|
| Each Occurrence Limit                   | \$ 1,000,000 |
| Personal & Advertising Injury Limit     | \$ 1,000,000 |
| General Aggregate Limit                 | \$ 2,000,000 |
| Products/Completed Ops. Aggregate Limit | \$ 2,000,000 |
- Automobile Liability
- |                        |              |
|------------------------|--------------|
| Combined Single Limit  | \$ 3,000,000 |
| Professional liability | \$ 3,000,000 |

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

2. Asbestos Abatement:
- |                            |                            |
|----------------------------|----------------------------|
| Workers Compensation (WC): | Required for all Contracts |
|                            | NO EXEMPTIONS              |
- Commercial General Liability (CGL):
- |   |              |
|---|--------------|
| Each Occurrence Limit                   | \$ 1,000,000 |
| Personal & Advertising Injury Limit     | \$ 1,000,000 |
| General Aggregate Limit                 | \$ 2,000,000 |
| Products/Completed Ops. Aggregate Limit | \$ 2,000,000 |
- Automobile Liability
- |                       |              |
|-----------------------|--------------|
| Combined Single Limit | \$ 1,000,000 |
|-----------------------|--------------|
- Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence \$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

- 
- 3. Building Remodeling and Construction:** This includes all aspects of building work, including, but not limited to, ducts, electrical, HVAC, painting, plumbing, roofing, etc.

Workers Compensation (WC): Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000 (per project)

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

Property Coverage or Builders Risk Policy Equal to or greater than the existing building limit if performing renovations.

If hazardous substances are involved:

Contractor's Pollution Liability (with 1 year extended reporting period)

Each Occurrence \$ 1,000,000

Aggregate \$ 2,000,000

Other specific coverage requirements / levels may exist depending on project size, scope, and type.

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and contractor's pollution liability policies.

4. Consulting Services:	
Workers Compensation (WC):	Required for all Contracts NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000
Professional Liability	Type and limits defer by consulting type

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

5. Custodial Services:	
Workers Compensation (WC):	Required for all Contracts NO EXEMPTIONS
Commercial General Liability (CGL):	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Automobile Liability	
Combined Single Limit	\$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile and professional liability policies.

---

6. Elevator Maintenance (includes all passenger and freight elevators):

Workers Compensation (WC): Required for all Contracts  
NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and automobile liability policies.

---

7. Food Service:

Workers Compensation (WC): Required for all Contracts  
NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Liquor Liability (When applicable)	\$ 1,000,000
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Automobile Liability



Combined Single Limit \$ 1,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and liquor liability policies.

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8. Information Technology: See Standard Insurance Limits and Professional Liability insurance which includes Errors and Omissions coverage.

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9. Landscaping / Lawn Care:

Workers Compensation (WC): Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence \$ 1,000,000

Aggregate \$ 2,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and environmental impairment liability policies.

---

**10. Medical/Therapist Services (including optical and laboratory):** This includes all contracted medical services, including but not limited to, assisted physician services, laboratory equipment maintenance, and patient testing.

Workers Compensation (WC): Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

Professional liability (malpractice) \$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

---

**11. Pest Control:**

Workers Compensation (WC): Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
Environmental Impairment Liability (with 1 year extended reporting period)	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Additional Insured: The vendor shall add the “Oconee County Board of Commissioners, its officers, employees and agents” as an additional insured under the commercial general, automobile, and professional environmental impairment liability policies.

**12. Recreational Services:** This includes a broad range of contracted services, including, but not limited to, golf course management, amusement services, pyrotechnic display, camps and clinics not sponsored by the agency.

Workers Compensation (WC):	Required for all Contracts
	NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
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Umbrella Liability	\$ 2,000,000
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Additional Insured: The vendor shall add the “Oconee County Board of Commissioners, its officers, employees and agents” as an additional insured under the commercial general and automobile liability policies.

**13. Refuse Transportation and Disposal:** See the “Solid Waste Collection and Disposal Services of Oconee County, Georgia” for insurance requirements. Document available upon request.

Additional Insured: The vendor shall add the “Oconee County Board of Commissioners, its officers, employees and agents” as an additional insured under the commercial general and contractor’s pollution liability policies.

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14. Security:

Workers Compensation (WC): Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

Professional Liability Insurance \$ 3,000,000

Additional Insured: The vendor shall add the "Oconee County Board of Commissioners, its officers, employees and agents" as an additional insured under the commercial general and professional liability policies.

---

15. Staffing Services:

Workers Compensation (WC): Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Ops. Aggregate Limit \$ 2,000,000

Automobile Liability

Combined Single Limit \$ 1,000,000

Additional Insured: The vendor shall add the “Oconee County Board of Commissioners, its officers, employees and agents” as an additional insured under the commercial general and automobile liability policies.

End of Exhibit A. Oconee County Insurance Requirements

# **Attachment A**

## **Bidder Checklist and Required Forms**

**Bid Control Number 20-12-011**



**Street Sweeping Services**



**ITB# 20-12-011**

## **Street Sweeping Services**

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

Please indicate you have completed the following documentation and submit them in the following order.

### **ITEM DESCRIPTION**

---

- Addenda Acknowledgement Form
- Bidder's Information Sheet
- Bidder's Local Business Initiative Affidavit
- Execution of Bid
- Bidder's Certification and Non-Collusion Affidavit:
- Drug-Free Workplace Certificate
- Georgia Security and Immigration Compliance Act Affidavit\**
  - *Contractor Affidavit*
  - *Sub-Contractor Affidavit*
- List of Subcontractors
- Bidder's References Form
- W-9
- Current copy of Certificate of Insurance (Form not provided)
- Copy of Any Licenses/Certifications Requested within ITB (General Contractor's License)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



**ITB# 20-12-011**

**Street Sweeping Services  
Addenda Acknowledgement Form**

The Bidder has examined and carefully studied the Invitation for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

Addendum No./Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

***Bidders must acknowledge any issued addenda. Bids which fail to acknowledge the Contractor's receipt of any addendum may result in the rejection of the bid if the addendum contains information that substantively changes the Owner's requirements.***

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**





**ITB# 20-12-011**

**Street Sweeping Services  
Bidder's Information Sheet**

1. Legal Business Name \_\_\_\_\_

2. Physical Address \_\_\_\_\_

3. Billing Address \_\_\_\_\_

4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_  
(Association, Corporation, Partnership, Limited Liability Company, etc)

5. Name & Title of Authorized Signer: \_\_\_\_\_

6. Primary Contact \_\_\_\_\_

7. Phone \_\_\_\_\_ Fax \_\_\_\_\_

8. E-mail \_\_\_\_\_ Company Website \_\_\_\_\_

9. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please state the agency name, dates and reason for debarment.

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**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



ITB# 20-12-011

Street Sweeping Services  
Local Business Initiative

\*Legal Name of Business: \_\_\_\_\_

1. Mailing Address:

Physical Address: (if different)

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

2. Year business was established in Oconee County: \_\_\_\_\_

3. Occupational Tax License number issued and County/City where issued: \_\_\_\_\_

4. Business Type (circle one): Corporation Partnership Sole Proprietorship

5. Does your business have more than one office in Oconee County? Yes No

If yes, specify the location(s): \_\_\_\_\_

6. Is your business' principal base of operations in Oconee County? Yes No

7. Does your business have any locations outside of Oconee County? Yes No

If yes, specify the locations(s): \_\_\_\_\_

8. Bank (branch in Oconee County): \_\_\_\_\_

**CERTIFICATION:** I hereby certify under penalty of perjury that the information, which I have provided, on this form is true, and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Attest: \_\_\_\_\_

\*Authorized Signature: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_

\*Print Name: \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_

\*Title: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

\*Non-Local Business \_\_\_\_\_  
(Check Here)



**ITB# 20-12-011**  
**Street Sweeping Services**  
**NON-COLLUSION AFFIDAVIT**

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PROJECT NAME: Street Sweeping Services

ITB#20-12-011

STATE OF GEORGIA

OCONEE COUNTY BOARD OF COMMISSIONERS

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being first duly sworn, deposes and says that he is

---

(sole owner, partner, president, secretary, etc.)

the party making the forgoing Proposal or Bid; that such ITB is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent or person, to put in a sham Response, or that such other person shall refrain from Responding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Response Price of affiant or any other Respondent, or to fix any overhead, profit or cost element of said Response Price, or of that of any other Respondent, or to secure any advantage against Oconee County, or any other person interested in the proposed Agreement; and all statements in said Proposal or Bid are true; and further, that such Respondent has not, directly or indirectly submitted this Response, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

---

(Affiant)

Subscribed and Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

---

(Notary Public in and for)

---

(County)

My Commission expires \_\_\_\_\_, 20\_\_

(SEAL)

*THIS FORM MUST BE RETURNED WITH YOUR BID.*

**ITB# 20-12-011**  
**Street Sweeping Services**  
**Drug Free Workplace Certificate**



By signature on this certificate, the contractor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" has been complied with in full. The contractor further certifies that:

1. A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractors name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24- 3(b) (7)."

By signature on this certificate, the contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH YOUR BID.

**SAVE AFFIDAVIT**

**STATE OF GEORGIA OCONEE COUNTY**

*(REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT)*

By executing this affidavit under oath, as an applicant for the Oconee County Board of Commissioners, Oconee 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 the Oconee County Board of Commissioners:

\_\_\_\_\_  
*[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]*

As \_\_\_\_\_ a \_\_\_\_\_ representative \_\_\_\_\_ of:

\_\_\_\_\_  
*(Name of the 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: \_\_\_\_\_

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:

Alien Registration number for non-citizens: \* \_\_\_\_\_



**ITB #20-12-011**

## **Street Sweeping Services**

### **Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Oconee County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Oconee County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Oconee County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

**PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:**

Wes Geddings  
Oconee County Finance Director  
23 N. Main Street, Suite 206  
Watkinsville, GA 30677  
Fax: (706) 310-3574  
Email: [ocbids@oconee.ga.us](mailto:ocbids@oconee.ga.us)



**ITB #20-12-011**

**Street Sweeping Services**

**Immigration and Security Form**

**Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

<b>Contractor's Name:</b>	
<b>County Solicitation Number</b>	<b>ITB#20-12-011</b>

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, 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 the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires:

\*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-







**ITB #20-12-011**

**Street Sweeping Services**

**Immigration and Security Form**

**Georgia Security & Immigration Compliance (GSIC) Act Affidavit**

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>County Solicitation Number:</b>	<b>ITB#20-12-011</b>

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires:

\*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



**ITB #20-12-011**

**Street Sweeping Services**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

**REFERENCE ONE**

**Government/Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_

**REFERENCE TWO**

**Government/Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_

**REFERENCE THREE**

**Government/Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_