



Oconee County Board of Commissioners

Invitation to Bid

Roadside Tree Trimming and Removal Services

ACCEPTANCE DATE: Prior to 10:30 A.M., Thursday, June 2, 2016 “Local Time”

ITB NUMBER: FY1707-06

ACCEPTANCE PLACE: Oconee County Board of Commissioners
Finance Department - Division of Procurement
23 N. Main Street, Suite 206
Watkinsville, Georgia 30677

A MANDATORY PRE-BID MEETING will be held on Thursday, May 19, 2016 at 2:00 p.m. at the above referenced address, Commission Chambers, Suite 205 for clarification of any questions on the specifications.

QUESTIONS regarding this Invitation to Bid shall be received no later than 10:30 a. m. on Thursday, May 26, 2016.

BID OPENING shall be held in the Commission Chambers, Room 205, at 10:30 a.m. at the above reference address.

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

Karen T. Barnett, CPPB
Purchasing Officer
(706) 769-2944
(706) 310-3574 (Fax)
E-mail address: kbarnett@oconee.ga.us

This document can be downloaded from our web site: www.oconecounty.com



ITB #FY1707-06

**Roadside Tree Trimming and Removal Services
Table of Contents**

Invitation to Bid1

Advertisement

I. Instructions to Bidders1-11
II. General Terms & Conditions1-8
III. Supplemental Terms & Conditions.....1-4

Exhibit A

1. Oconee County Insurance Requirements

Attachment A

1. Bidder's Checklist & Attached Forms

May 12, 2016
Oconee County Board of Commissioners
23 North Main Street
Watkinsville, Georgia 30677
Invitation to Bid (ITB) # FY1707-06

Annual Roadside Tree Trimming and Removal Services

OCBOC will be accepting signed SEALED BIDS, one (1) unbound original, two (2) copies and one (1) electronic file submittal, until **10:30 a.m. on Thursday, June 2, 2016** for the following project: Roadside Tree Trimming and Removal Services.

Bid forms and specifications are on file at the Oconee County Finance Department, Room 206, 23 N. Main Street, Watkinsville, GA 30677 or may be obtained from the County's Website at www.oconeecounty.com. Each bid must be submitted in a sealed envelope addressed to the purchasing officer at the above referenced address. Bids received after this time will not be considered. Each sealed envelope containing a bid must be plainly marked on the outside as "Bid for Roadside Tree Trimming and Removal", the Bidders Name, Address, License Number, if applicable, and should include an E-Verify Affidavit. Pursuant to Georgia law, no bids will be considered without an executed E-Verify Affidavit. The successful bidder will be required to pay sales and use tax on materials purchased or used on this project, if applicable.

A mandatory pre-bid meeting will be held at **2:00 p. m. on Thursday, May 19, 2016** at the Commission Chambers, Suite 205, at the place given above. All interested parties are required to attend.

In addition to the roadside tree trimming and removal specified in the bid documents, this will be an "Open End Agreement" to provide for the requirements of Oconee County on an as needed basis until June 30, 2017. The quantities may be increased or decreased as required to satisfy the needs of the County. The agreement may be renewed up to four (4) additional years at the County's option. No bonds are required for this bid.

Questions regarding this ITB should be directed to Ms. Karen Barnett, CPPB, Purchasing Officer via Email at kbarnett@oconee.ga.us and shall be received no later than **10:30 a. m. on Thursday, May 26, 2016**.

OCBOC reserves the right to accept or reject all bids or any bid that is non-responsive or not responsible, and to waive technicalities and informalities, and to issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Oconee County Board of Commissioners
G. Melvin Davis

**Oconee County Board of Commissioners
 Invitation for Bid#FY1707-06
 Roadside Tree Trimming and Removal Services**

SECTION I – INSTRUCTIONS TO BIDDERS

A. PURPOSE

Oconee County Board of Commissioners (OCBOC) is issuing this Invitation to Bid (ITB) to all interested, qualified, and licensed contractors who specialize in Tree Trimming and Removal Services. The successful Tree Removal Company shall provide all equipment, materials and labor for Tree Trimming and Removal as needed for various Oconee County roads FY2017. The County does not guarantee a minimum value for this contract.

B. BID INSTRUCTIONS

1. ITB TIMETABLE

The anticipated schedule for the ITB is as follows:

ITB Issue	5/12/16		
Pre-Bid Meeting	5/19/16	2:00 P.M., EST	Commission Chambers, Rm 205
Questions Deadline	5/26/16	10:30 A.M., EST	Email the purchasing officer for questions: kbarnett@oconee.ga.us
Addenda Posting Deadline	5/30/16	10:30 A.M., EST	Check the County's Website for addenda: www.oconeecounty.com
Submittal Deadline/Bid Opening	6/2/16	10:30 A.M., EST	Finance Dept., Rm 206/Commission Chambers, Rm 205
Anticipated Award	TBD		

2. DRIVING 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.

Address: 23 N. Main Street, Watkinsville, GA 30677

3. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held at 2:00 PM on Thursday, May 19, 2016 at the OCBOC, Commission Chambers, Suite 205, at the address given above. All interested parties are required to attend. The purpose of this meeting is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Because Oconee County considers such a meeting to be critical to understanding the bid requirements, attendance at the pre-bid meeting is mandatory to bid on this contract.

4. BID SUBMISSION

- a) OCBOC will be accepting one (1) unbound original, two (2) copies and one (1) electronic submittal of the complete signed bid until 10:30 a.m. on Thursday, June 2, 2016, EASTERN STANDARD TIME (ETA). Each bid shall be submitted in a sealed envelope addressed to the purchasing officer at the address referenced below. Bids received after this time will not be considered. Each sealed envelope containing a bid must be plainly marked on the outside as “Bid for Roadside Tree Trimming and Removal Services” and should include the Bidders Name, Address, License Number, if applicable and E-Verify Affidavit. Pursuant to Georgia law, no bids will be considered without an executed E-Verify affidavit. Please send bids to the following address:

Oconee County Board of Commissioners
Attention: Purchasing Officer
23 N. Main Street, Suite 206
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.

- b) On Thursday, June 2, 2016 at 10:30 a m Local Time, the bids 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 Office or by accessing the County’s Website at www.oconeecounty.com . Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- c) 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.

- d) Before submitting a bid, each Applicant shall:
- Examine the Bid Document Package thoroughly.
 - Become familiar with local conditions affecting cost or Work progress or performance.
 - Become familiar with federal, state, and local laws, ordinances, rules and regulations affecting cost or Work progress or performance
 - Study and carefully correlate Applicant's observations with the Bid Document Package.
 - Notify the County concerning conflicts, errors, or discrepancies in Bid Document Package.
 - On request, the County may provide each Applicant access to the site to conduct investigations that Applicant deems necessary in order to submit bid.
- e) 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. 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.
- f) Oconee County may make any investigations deemed necessary to determine Applicant's ability to perform the Work, and Applicant shall furnish all information and data requested by the County. The County reserves the right to reject any bid from any Applicant that the County considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule. **Each Bid Submittal shall contain the following documents in completed form (County forms must be used without substitution):**

Bidders Check List, to include:

- Addenda Acknowledgement Form, if Applicable

- Bid Schedule
- Bidder's Information Form
- Bidder's Local Business Initiative Affidavit
- Bidder's Reference Form
- Execution of Bid Submittal
- Non-Collusion Affidavit –By submitting a response to this RFP, the applicant represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the applicant has not directly or indirectly induced or solicited any other contractors to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.

By submitting a proposal, the contractor represents and warrants that no official or employee of Oconee County, GA Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract that may be made under it, or in any expected profits to arise there from.

- Drug-Free Workplace Affidavit
- Contractor (E-Verify) Affidavit - **All Bidders Must Submit a Contractor E-Verify Affidavit** - Contractors doing business with the government must provide a contractor affidavit with their bid or proposal or it shall be deemed non-responsive.
- Subcontractor List, if available
- Copy of Current Certificate of Insurance – Applicant shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.
- Copy of Any Licenses/Certifications Requested within ITB (General Contractor's License)

SEE ATTACHMENT “A” FOR REQUIRED FORMS.

5. QUESTIONS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested five (5) working days prior to bid opening, unless otherwise specified, in order for a reply to reach all bidders before the close of bid. Any information given to a

prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Office will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Procurement Officer prior to bid submittal or checking the county website at www.oconeecounty.com prior to bid submittal.

6. CONTACT PERSON

Contractors are encouraged to contact **Karen T. Barnett, CPPB, Purchasing Officer by email kbarnett@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.

C. BIDDING INFORMATION

1. DEFINITIONS:

- a) Addendum: A change, addition, alteration, correction, or revision to a bid or contract document.
- b) Bid Schedule/Form: The form in which the response is submitted by a bidder for an invitation for bid.
- c) Contractor: The party in a contract responsible for performing the service defined in the contract.
- d) Invitation for Bid: All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
- e) Responsive Bidder: A person who has submitted a bid that conforms to all material respects to the invitation for bids.
- f) Responsible Bidder: A person who has the capacity, in all respects, to perform the contract requirements fully and the moral and business integrity and reliability to assure good faith performance.

- g) 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.

2. VENDOR REGISTRATION AND BID NOTIFICATION

Applicants are encouraged to sign up for Oconee County's new 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
- Hover over “Departments”
- Select Finance Office
- On left side of the webpage click on Vendor Re-Registration
- Complete your registration by following the instructions provided

For assistance, please call (865) 777-4337

3. ADDENDA and INTERPRETATIONS

- a. 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.
- b. 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.***
- c. 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.
- d. Addenda may be issued to modify the Bid Document Package as deemed necessary by Oconee County.

4. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications to bid submittals received after the due date will not be considered. Oconee County Government assumes no responsibility for the premature opening of Bids not properly addressed and identified, and/or delivered to the proper designation.

5. REJECTION OF BIDS/CANCELLATION

Oconee County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Oconee County. Oconee County reserves the right to cancel this ITB at any time.

Oconee County has to right to reject all bids or proposals or any bid or proposal that is non-responsive or not responsible, and

Oconee County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

6. MINIMUM ITB ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. NON-COLLUSION AFFIDAVIT

By submitting a response to this ITB, the vendor represents and warrants that such Bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the Contractor has not in any manner sought by collusion to secure to that vendor any advantage over any other Contractor.

By submitting a Bid, the vendor represents and warrants that no official or employee of Oconee County Government has, in any manner, an interest, directly or indirectly in the Bid or in the contract, which may be made under it, or in any expected profits to arise there from.

8. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the ITB to the Oconee County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Contractor(s).

9. REQUIRED DOCUMENTS AFTER AWARD

- Occupational Tax License - Applicant shall provide evidence of a valid Oconee County occupation tax license if the applicant maintains an office within the unincorporated area of Oconee County. Incorporated, out of

County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.

- 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.

- W-9
- Subcontractor affidavits - The contractor must obtain affidavits from their subcontractors swearing that the subcontractor is registered for and participates in the E-Verify program. The affidavits must be provided to Oconee County within five business days of the subcontractor being hired to work on the Oconee County project.
- SAVE Affidavit – Since a contract has been deemed a “public benefit”, the contractor must sign an affidavit attesting that he or she is either a U.S. citizen or is legally qualified to sign a government contract (i.e., to receive the public benefit). *See O.C.G.A. §50-36-1(a)(3)(A); 8U.S.C Section 1621; See, “ Report of the Attorney General on Public Benefits Issued in Compliance with O.C.G.A. §50-36-1(a)(3)(b)” (August 1, 2010).*

10. AWARD OF PRICE AGREEMENT/CONTRACT

- a) Any purchase order contract awarded pursuant to this Invitation to Bid shall be awarded to the responsive and responsible bidder whose bid meets the requirements and specifications set forth in the Invitation to Bid.
- b) 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.

- c) 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.
- d) The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.
- e) 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.
- f) The County will award the project at the County's Discretion

11. ERROR IN COST SHEET

In case of error in the extension of prices in the cost sheet, 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.

12. 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 1 of this ITB. **Bid Bond and Payment and Performance Bonds are not required.**

13. 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 Contractors shall be required, by State Law, to submit 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.

14. 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.

15. 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.

16. 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:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant;
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e. 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 INSTRUCTIONS TO BIDDERS

**Oconee County Board of Commissioners
Roadside Tree Trimming and Removal Services
Invitation to Bid #FY1707-06**

SECTION II – GENERAL TERMS & CONDITIONS

A. CONTRACT AND CONTRACT DOCUMENTS

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

B. DEFINITIONS

- (a) "Owner": Oconee County Board of Commissioners.
- (b) "County": Oconee County, Ga.
- (c) "Contractor": The person, firm or corporation with whom the Owner has executed the Agreement.
- (d) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (e) "Work on (at) the project": Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

C. MATERIALS, SERVICES AND FACILITIES

- (a) 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.
- (b) Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

D. CONTRACTOR'S TITLE TO MATERIALS

- (a) 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.

E. 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 not copyrighted 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.

F. 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.

G. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

H. GUARANTEE

Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operations of County business.

I. RULE FOR AWARD/RENEWAL CLAUSE

Bid will be awarded to the responsive and responsible bidder with the lowest 'per unit' or "Lump Sum" price (which ever may apply) for the first year of the contract. This contract 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 Finance Director's approval. Written notice shall be given approximately 60 days prior to the expiration date of each contract period.

Contractor shall provide Oconee County with written documentation, during the 60 day notification of any cost or additional adjustments to be negotiated and justification for each adjustment. Adjustment in costs are normally not considered until year three (3) of five (5). Any adjustments to original contract negotiated or otherwise shall be at the sole discretion of Oconee County.

J. 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 Public Works, 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.

K. 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.

L. 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.

M. 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 206
Post Office Box 1527
Watkinsville, Georgia 30677

N. 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.

O. 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.

P. OCCUPATIONAL TAX LICENSE REQUIREMENT

All firms or individuals doing business with Oconee County are required to have a current occupational tax license.

Q. INSURANCE

Please see attached Oconee County Insurance Requirements.

R. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

S. SUBSTITUTIONS

NO substitutions or cancellations are permitted after Agreement award without written approval by the Finance Department. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

T. 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.

U. 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

V. 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.

W. INVOICING AND PAYMENT

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a breakdown of all charges that shall be based on completion of tasks or deliverables. Contractor shall provide the purchase order number on the pricing form.

Invoices shall be submitted to:
Oconee County Board Of Commissioners

Attn: Finance Department
P. O. Box 1527
Watkinsville, GA 30677

Once the Owner's authorized contract representative determines the work to be reasonably satisfactory, the owner, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, shall pay the invoice.

X. 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.

Y. ASSIGNMENT OF CONTRACT

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

Z. SURVEY, PERMITS AND REGULATIONS

Unless otherwise expressly provided for in this contract, the Contractor will furnish to the Owner all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

AA. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

1. Unit bid prices previously approved
2. An agreed lump sum

3.The actual cost of:

- (a) Labor, including foremen;
- (b) Materials entering permanently into the work;
- (c) The Ownership or rental cost of construction, plant and equipment during the time of use on the extra work;

4.Power and consumable supplies for the operation of power equipment;

5.Insurance;

6.Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

BB. TIME FOR COMPLETION

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.

CC. 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.

DD. 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.

EE. 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:

1. 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.

2. 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.

3. 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.

FF. TRADE SECRETS & CONFIDENTIAL INFORMATION

If the Contractor has notified the Purchasing Office that the Contractor's submittal contains trade secrets and commercial or financial information which is privileged and confidential, those portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

GG. OPEN RECORDS

1. All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Oconee County Board of Commissioners. All such materials shall remain the property of Oconee County and will not be returned to the Bidder.
2. If the Contractor has notified the Purchasing Office that the Contractor's submittal contains trade secrets and commercial or financial information, which is privileged and confidential, those portions of the submittal shall be protected and shall not be released outside of the Government. The title page and each page containing proprietary information must be marked.

HH. EMPLOYMENT DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

END OF SECTION II-GENERAL CONDITIONS

**Oconee County Board of Commissioners
Roadside Tree Trimming and Removal Services
Invitation to Bid #FY1707-06**

SECTION III – SUPPLEMENTAL TERMS & CONDITIONS

A. INTENT OF THE WORK

It is the intent of the Oconee County Board of Commissioners to maintain the County roadsides in a pleasing and safe condition.

B. WORK SCOPE

Oconee County has trees in the road right of way that will need trimming or removal. Services are to be provided on an on call basis when a need is determined. The Contractor shall be responsible for but not limited to providing all labor, materials, equipment and traffic control necessary for completion of the Work.

All wood waste and/or non-hazardous debris produced under this contract shall be removed from the right of way by the Contractor the same day it is produced, unless specific arrangements are made with the Public Works Department. The Contractor shall collect and remove all waste branches, twigs, sawdust, and leaves that have been produced as a result of tree service activity. The Contractor shall not incinerate debris, and/or dump waste by/in the street or road, unless specific arrangements are made with the Public Works Department.

C. CONTRACT PERIOD

The initial term of a contract awarded as a result of this ITB shall be from July 1, 2016 through June 30, 2017. The contract may be renewed according to the terms stated herein for four (4) additional one (1) year periods.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

This will be an “Open End Contract” to provide for the requirements of Oconee County on an as needed basis until June 30, 2017. The quantities required will be specified on work orders and may be increased or decreased to satisfy the needs of the County.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving sixty (60) days advance written notice.

D. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

E. BASIS OF PAYMENT

The quantity Tree Cutting and Removal will be paid for at the Contracted "Price per Event" for each location.

The payments shall be full compensation for all transportation, fuels, repair parts and tools necessary to satisfactorily perform the Work; as well as required traffic control, signing and incidental items.

Payment shall be Lump Sum per event.

F. QUALIFICATIONS OF CONTRACTOR AND ABILITY TO PERFORM

The Contractor must be able to demonstrate the capability of performing all aspects of Work required in this Invitation to Bid document including but not limited to adequate personnel, appropriate equipment, proper scheduling, experience with similar size and scope projects, and project references from those organizations.

The Work included in this Annual Contract requires staffing experience, labor and equipment availability, financial reserves, project management capabilities and a high degree of Contractor-County coordination. All Bidders should provide to Oconee County a list of References where similar size and scope of Work has been completed; whether the Contractor was the general or subcontractor. The County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the Work.

Failure by the Contractor to demonstrate the ability for satisfactory Contract execution and progression will result in termination and re-award of any or all the Contract to the next lowest responsible bidder; or the re-bidding of the Contract , whichever is deemed in the County's best interest.

G. LAWS AND REGULATIONS

The Contractor is to be aware that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over completion of the Work herein shall apply to this contract throughout, and those laws, ordinances, rules and regulations are deemed to be included the same as though they were herein stated in full. The Awarded Contractor agrees that he or she will make no claims against the County because of failure to take due notice thereof.

H. EQUIPMENT

It is the Contractor's responsibility to provide all labor, equipment, tools, etc., that is necessary to complete each event in the time periods specified.

The Contractor must demonstrate to the satisfaction of the Public Works Department that the Tree Services equipment to be used in the Work is in good Working condition and suitable for performing the Work required.

I. OPERATION OF EQUIPMENT

The Contractor shall operate the equipment in a safe manner so as to not create a hazard

to vehicles or pedestrians on or near the roads. As much as is physically possible, the tractor wheels are to remain on the right-of-ways and off the roadway. The equipment shall not be parked within the right-of-ways overnight or at any other times when Work has been suspended unless approved in advance by the Public Works Department. During the execution of operations, the Contractor shall maintain safe and continuous vehicular access at all times, unless otherwise approved by Oconee County.

Oconee County will not be responsible for any theft, vandalism, or any other misuse of the Contractor's equipment parked on the right-of-way.

J. SUPERVISION BY CONTRACTOR

At all times when Work is being performed, the Contractor shall have available on the project at least one individual with supervisory responsibility over all Workers and tasks. The individual who has been so authorized shall be experienced in the type of work tasks being performed and is to be fully capable of managing, directing, and coordinating the Work; of reading and understanding the Invitation to Bid documents; and of receiving and carrying out directions from the Public Works Department or other authorized County representatives.

K. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for protecting all public and private property on and adjacent to the Work area from damage caused by Tree Services activities, and shall use every reasonable precaution necessary to prevent damage to culvert pipes, conduits, and other underground structures; and to poles, wires, cables and other overhead structures and utilities.

The Contractor shall conduct operations in a manner to prevent damage to roadway delineators and signs. Should any essential traffic sign (YIELD, ONE WAY, warning signs, etc.) be subjected to more than minor damage, the Contractor shall notify the Public Works Department no later than the end of that Work day.

The Contractor shall report damage to STOP signs immediately. Such signs will be repaired or replaced by the Oconee County Public Works Department at the Contractor's expense.

Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Public Works Department, or they may be repaired or replaced by the Department at the Contractor's expense.

L. PERFORMANCE OF WORK

The Contractor will be notified by the Public Works Department when to begin. The Contractor will be required to execute the Work in a continuous and uninterrupted manner.

M. TRAFFIC CONTROL & SIGNING

During the execution of repair operations, the Contractor shall provide, erect and maintain

all necessary traffic control devices; shall provide certified flagmen where necessary to direct traffic; shall take all necessary precautions for the protection of the work and safety of the public; shall maintain safe and continuous vehicular access at all times, unless otherwise approved by Oconee County. The Contractor shall provide all necessary signage and traffic control devices.

Construction traffic control devices and their installation shall be in accordance with the current “Manual of Uniform Traffic Control Devices for Streets and Highways”.

Working time in roadway and right-of-way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices used intermittently, such as “Flagman Ahead”, shall be removed and replaced when needed. When flagmen are needed they shall be trained and certified flagmen who have completed a training program approved by the Georgia Department of Transportation.

END OF SECTION III- SUPPLEMENTAL CONDITIONS & SPECIFICATIONS



Oconee County Board of Commissioners

Invitation to Bid

Roadside Tree Trimming and Removal Services

EXHIBITS A

1. Oconee County Insurance Requirements

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.¹

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.

¹ 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

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.

C. 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.

D. 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.

E: 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.

F: 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.

G: 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

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.

H: 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
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.

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

J: 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.

K: 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.

L: 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.

M: 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
Umbrella Liability	\$ 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 and automobile liability policies.

N: 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.

O: 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.

P: 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.



Oconee County Board of Commissioners

Invitation to Bid

Roadside Tree Trimming and Removal Services

ATTACHMENTS A

1. Bidder's Checklist & Required Forms



ITB #FY1707-06

**ROADSIDE TREE TRIMMING AND REMOVAL SERVICES
BIDDER'S CHECKLIST**

Company Name: _____

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

ITEM DESCRIPTION

- Bidder's Checklist
- Addenda Acknowledgement Form
- Bid Schedule
- Bidder's Information Form
- Bidder's Local Business Initiative Affidavit
- Bidder's Reference Form
- Execution of Bid Submittal
- Bidder's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit
 - Subcontractor Affidavit (if applicable)
- Sub-Contractor's List
- Copy of Current Insurance/Certificate of Insurance
- Copy of Any Licenses/Certifications Requested within ITB (General Contractor's License)

Authorized Signature

Title

Print Name

Date

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



ITB #FY1707-06
Roadside Tree Trimming and Removal Services
Addenda Acknowledgement

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

**Oconee County Board of Commissioners
 FY 2017 Roadside Tree Trimming and Removal Services
 ITB#FY1707-06**

BID SCHEDULE

Please use this BID SCHEDULE to indicate the cost for this project. Your total cost must include ALL fees, travel, and any other costs needed to complete the project.

I certify that the proposed costs(s) are accurate and reflect any applicable discounts, and that the company, which I represent, will deliver the services and related items for this proposed amount.

By submission of this response, I also certify that the BIDDER has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

We have included all required documents required per the BIDDER's Instructions and Specifications.

The BIDDER has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this BID and any attachments, if required.

DO YOU PLAN TO SUBCONTRACT ANY PORTION OF THIS PROJECT?

Yes _____ No _____

THE UNDERSIGNED HEREBY SUBMITS THE ATTACHED BID SCHEDULE TO ITB#FY1707-06, ISSUED BY OCONEE COUNTY ON MAY 12, 2016. ANY EXCEPTIONS SHALL BE CLEARLY MARKED IN THE ATTACHED COPY OF THE ITB.

Line No.	Personnel/Equipment	Price per Hour
0005	Supervisor	\$ _____/hr
0010	Climber/Bucket Worker	\$ _____/hr
0015	Ground Worker	\$ _____/hr
0020	Aerial- Equipment	\$ _____/hr
0025	Wood Chipper- Equipment	\$ _____/hr
0025	Stump Grinding- Equipment	\$ _____/hr

 (Firm/Company-*PRINTED*)

 (Address)

 (Contractor/Bidder, Title-*PRINTED*)

 (Email)

 (Signature/Date)

 (Phone/Fax)



ITB #FY1707-06

**Roadside Tree Trimming and Removal Services
Bidders Information Form**

1. Legal Business Name _____

2. Street Address _____

3. City, State & Zip _____

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.

**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM
THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID**



ITB #FY1707-06

Roadside Tree Trimming and Removal Services

Local Business Affidavit of Eligibility

*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)

Mandatory Document – Complete all areas above and return with your bid submittal. If your business is NOT local, please complete only those areas marked with an asterisk (*)



ITB #FY1707-06

**Roadside Tree Trimming and Removal Services
Contractor References**

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 bid.

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: _____

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



ITB #FY1707-06

**Roadside Tree Trimming and Removal Services
Execution of Bid**

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Invitation for Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

(Typed or Printed) **Business Name**

Authorized Signature

Date

(Typed or Printed) **Name & Title**

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



ITB #FY1707-06

**Roadside Tree Trimming and Removal Services
Bidder's Certificate and Statement of Non-Collusion**

I _____ certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this bid has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor's associates with any County staff, or elected officials since the date this **ITB #FY1707-06 Roadside Tree Trimming and Removal Services** was issued except: 1) through the Purchasing Office 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this ITB and certify that I am authorized to sign this ITB.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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



ITB #FY1707-06

**Roadside Tree Trimming and Removal Services
Drug-Free Workplace**

I hereby certify that I am a principle and duly authorized representative of:

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting Agreement with _____,

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 paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

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



ITB #FY1707-06

**Roadside Tree Trimming and Removal 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:

Karen T. Barnett, CPPB
Oconee County Purchasing Officer
23 N. Main Street, Suite 206
Watkinsville, GA 30677
Fax: (706) 310-3574
Email: kbarnett@oconee.ga.us



ITB #FY1707-06

**Roadside Tree Trimming and Removal Services
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
County Solicitation Number	ITB#FY1707-06

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 TM 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. 99-603



ITB #FY1707-06

**Roadside Tree Trimming and Removal Services
Immigration and Security Form**

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

Contractor's Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	ITB#FY1707-06

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 TM 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 #FY1707-06

**Roadside Tree Trimming and Removal Services
Subcontractors**

Please list any subcontractors that you will be working with during the course of this contract:

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

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