



## Jackson County Board of Commissioners

67 Athens Street  
Jefferson, Georgia 30549  
Phone: (706) 367-6309  
Fax: (706) 708-2505  
Email: [myarbrough@jacksoncountygov.com](mailto:myarbrough@jacksoncountygov.com)

### INVITATION TO BID

3/9/22

Bid Number: 220009  
Bid Name: Landscaping, Various Locations

The Jackson County Board of Commissioners is soliciting bids for landscaping at various locations. Specifications, terms and conditions are contained herein.

BID DUE DATE/TIME: March 25, 2022 10:00AM  
RETURN BID VIA: email, mail or deliver to:

[myarbrough@jacksoncountygov.com](mailto:myarbrough@jacksoncountygov.com)  
Jackson County Board of Commissioners  
Attn: Purchasing Department – Bid #220009, Landscaping, Various Locations  
67 Athens Street  
Jefferson, GA 30549

DEADLINE FOR QUESTIONS: March 17, 2022 5:00PM

PUBLIC BID OPENING DATE/TIME: March 25, 2022 at 10:00AM Eastern Daylight Time  
LOCATION: 67 Athens Street, Jefferson, GA 30549

Direct all questions concerning this bid to:

*Myrna Yarbrough*  
*Purchasing Manager*  
(706) 367-6309  
[myarbrough@jacksoncountygov.com](mailto:myarbrough@jacksoncountygov.com)

**1. GENERAL INFORMATION FOR BIDDERS:**

A. From the issue date of this Invitation to Bid (ITB) until an award has been announced, vendors shall not communicate with any Jackson County elected official or employee, with the exception of the name stated above or the Director of Purchasing, concerning this ITB or any information herein.

B. Whenever the terms “shall”, “must”, “will”, or “is required” are used in the ITB, the item being referred to is a mandatory requirement of this ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.

C. All amendments and or addendums will be posted on the Jackson County Purchasing Information website, [www.jacksoncountygov.com](http://www.jacksoncountygov.com) and at [www.vendorregistry.com](http://www.vendorregistry.com) . It is the bidder’s responsibility to check this site on a regular basis. The Board will not be responsible for any information not viewed by bidders.

**2. QUOTATIONS**

A. The Board of Commissioners reserves the right to:

- (1) waive formalities and technicalities in any quotation;
- (2) reject any and/or all quotations when in the Board’s judgment, it will be in the best interest of the County;
- (3) accept the quotation that in its judgment will be in its best interest of the County;
- (4) purchase from any source, in part or in whole any supplies, equipment or services;
- (5) at its option, award on individual items or on a lump sum basis;
- (6) award this bid to the vendor who in the Board’s opinion is most responsive and responsible and will perform in the best interest of the County;
- (7) negotiate final product and final price.

B. Price alone will not be the determining factor in award of this bid.

**3. PRICE:** Prices quoted shall include all costs and charges to include, but not limited to purchasing, packing, transporting the equipment and/or services described herein. The Jackson County Government is exempt from state sales tax. All fees shall be included in the bid price. Bidders must quote based on the bid unit listed.

**4. SAMPLES:** If samples are requested by the Board of Commissioners, they shall be at no charge to the BOC and will become property of the BOC, unless return is requested by the bidder in writing in their bid. Return of samples will be at bidder’s expense.

**5. AWARD:** This bid will be awarded to one vendor.

**6. TRADE NAME:** Bidders are required to indicate the brands and models of merchandise and/or services quoted. Unless listed as “brand/model only”, brand names and models listed in specifications are used as a standard of quality and/or clarification of desired product.

**7. MARKING:** Merchandise in full cases shall have an identification marking on the outside of the case. Each case, shipping container, etc. shall be marked with the Purchase Order Number supplied by the Board.

**8. SAFETY:** Material Safety Data Sheets shall be provided for all applicable items.

**9. DELIVERY:** Delivery of all materials from this quotation must be FOB destination to the Jackson County Board of Commissioners, 67 Athens Street, Jefferson, Georgia 30549. Delivery shall be made within the vendor’s quoted days after receipt of order. Any item(s) not delivered within the time limit may be cancelled by BOC at no expense to same. No deliveries are accepted on Saturdays, Sundays or holidays. DELIVERY SHALL BE ACCOMPLISHED ON WEEKDAYS BETWEEN 8:00AM AND 4:00PM EASTERN TIME.

**10. INSPECTION:** All merchandise and services shall be subject to inspection after arrival at destination or completion of work. In case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the Board has the right to reject such items and/or services and return them at bidder’s expense.

**11. PAYMENT:** The Jackson County Board of Commissioners shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by BOC personnel and receipt of invoice. Payment may be made by check or by ACH.

**12. FACILITIES AND EQUIPMENT:** The bidder shall be responsible for the protection of the Jackson County Government’s premises and property, and will be held liable for any damages caused by the bidder, bidder’s employee(s) or bidder’s agent(s) during the execution of this bid, resultant purchase orders or contracts.

**13. INTERPRETATION:** If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents, submit a request for interpretation to the Purchasing Manager at (706) 367-6309. All such interpretations will be posted on the Jackson County Purchasing Information web page.

**14. INDEMNIFICATION:**

A. The bidder does hereby indemnify and shall hold harmless the Jackson County Government, it’s Board members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as “Indemnified Party”) against all claims, demands, causes of actions, actions, judgments or other liability including attorney’s fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder’s performance or failure to perform this agreement, including but not limited to:

- (1). All injuries or death to persons or damage to property, including theft.

(2). Bidder's failure to perform all obligations owed to the bidder's employees including any claim the bidder's employees might have or make for privilege, compensation or benefits under any BOC benefit plan.

(3). any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

B. The bidder's obligation to indemnify any Indemnified Party will survive the expiration or termination of this agreement by either party for any reason.

**15. FAILURE TO BID: N/A**

**16. TERM OF CONTRACT:** By submitting a bid in response to this ITB, the bidder is agreeing to guarantee bid prices for the period beginning with bid award and ending one year later. The term may be renewed annually, upon mutual agreement, for a total not to exceed four renewals.

**17. BID RECAP:**

A. A bid summary is available on [www.jacksoncountygov.com](http://www.jacksoncountygov.com) and [www.vendorregistry.com](http://www.vendorregistry.com) to anyone.

B. After thirty days of bid award, bid documents are available under the Georgia Open Records Act. A written request must be made to the Jackson County Board of Commissioners.

**OTHER:** The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

Successful bidder will provide proof of insurance and a completed Immigration and Security affidavit. Vendor will also provide proof of certification to apply herbicides and pesticides as called for, either by contractor or sub-contractor.

Either party may cancel this contract with 30 days written notice, without prejudice.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

SUBMITTED BY \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



### **ARTICLE 3**

#### **Georgia Security and Immigration Compliance**

Contractor agrees and acknowledges that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant TO O.C.G.A. §13-10-91 and Rule 300-10-1-.02 is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Georgia Security and Immigration Act Contractor Affidavit and Agreement submitted with the response to ITB #220009 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contact, that the Contractor will ensure that all sub-contractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Sub-contractors Affidavit and that the Contractor will advise the Owner of hiring a new sub-contractor and will provide the Owner with a Sub-contractor Affidavit attesting to the sub-contractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the sub-contractors begins working on the Project. The Contractor understands and will ensure that all sub-contractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section 16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction.

### **ARTICLE 4**

#### **Time of Commencement and Completion**

The Work to be performed under this Contract shall begin date of contract and end one year later, unless renewed annually upon mutual agreement and authorized in writing by the County.

### **ARTICLE 5**

#### **Contract Price**

The Owner shall pay the Contractor, for the performance of the Work as provided in the Conditions of the Contract, in current funds, the amount based upon the unit prices in the Contractors response to the Invitation to Bid.

### **ARTICLE 6**

#### **Payment**

Payment for the Work as described in Article 4 above, shall be made upon completion and inspection of Work by the Owner to the Contractor within thirty (30) days after the completion of the Work, provided that the Work has been completed and the Contractor fully performed in accordance with the Contract Documents. Contractors may invoice monthly for work completed and for actual delivery and installation of pine straw and hardwood mulch. The Contractor shall complete and submit an invoice to the Purchasing Manager, 67 Athens Street, Jefferson, Georgia 30549. The Purchasing Manager will coordinate with the Project Manager for approval and will forward the invoice to Accounts Payable for payment. The invoice provided by the Contractor should include all necessary documentation to prove that all the requirements outlined in the Invitation to Bid, all addenda, and all change orders have been completed and that the work has been properly inspected.

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

OWNER:  
Jackson County Government

CONTRACTOR:

---

BY: Kevin Poe, County Manager

---

BY: Representative

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

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the Jackson County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Name of Project

Jackson County Board of Commissioners  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

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

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

## Landscaping, Various Locations

### Jackson County, GA

This invitation to bid is for landscaping at the following various locations:

- Commerce EMS Station #1, 677 South Elm St., Commerce GA
- West Jackson EMS Station #3, Hwy. 124, Braselton, GA
- Plainview EMS Station #5, 4285 Plainview Rd., Maysville, GA
- Jackson County Courthouse, 5000 Jackson Pkwy., Jefferson, GA - services to be provided only in the area marked on Exhibit A
- Historic Jackson County Courthouse, 85 Washington St., Jefferson, GA

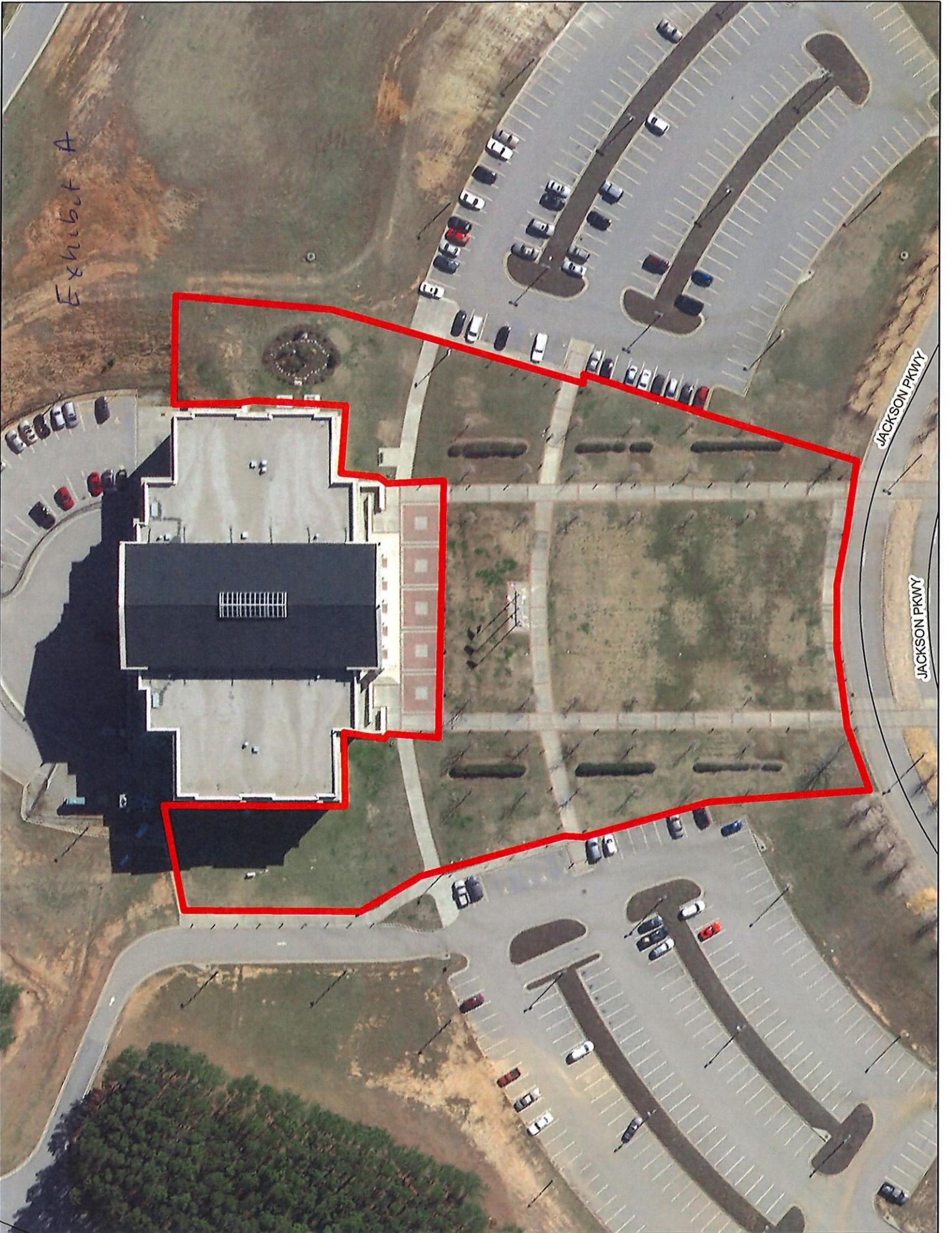
### Annual Services

- A. Site visit and inspection – Site will be visited twice each month throughout contract period and all services shall be rendered as needed per inspection.
- B. Trash and landscape debris shall be removed from area each visit.
- C. Drives, parking lots, walks and curbs will be blown or vacuumed clean of landscape debris each visit.
- D. Landscape beds, gravel areas and paved areas shall be maintained weed free by use of various herbicides.
- E. Leaves will be removed from landscape, drives, lots and walks as needed.
- F. Trees, shrubs, turf grass and other plants will be inspected for the presence of disease and insects at least monthly. If detected, the facility representative will be notified. Disease and insect treatment will be paid at additional costs, as approved by facility representative.
- G. Mowing, Trimming and Edging – all turf grasses shall be mowed to proper heights, depending on type of grass. Clippings will be collected or blown as necessary. All obstacles and areas unable to be mowed will be trimmed so as to blend evenly with mowed turf grass. All curbs, walks, plant beds, etc. will be edged. Mowing and trimming of all turf areas will be performed twice monthly. Edging of all necessary areas will be performed as needed to maintain a manicured appearance. Non-selective post-emergent herbicides shall be applied to areas that cannot be mowed or trimmed.
- H. Landscape beds, shrubs and tree care – Unwanted vegetation will be controlled in landscape beds and tree rings by use of pre-emergent herbicides, post-emergent herbicides and manual removal. Landscape bed and tree ring borders will be edged as needed to prevent turf grass encroachment and to define bed lines.
- I. Insecticides – Shall be applied to visible ant mounds, as needed, to exterminate existing ants, at both courthouses only.
- J. Turf fertilization – High quality, time released fertilizers will be applied at least quarterly. Formulations shall be based on season, turf type and soil test results. Fertilization is limited to the turf areas in front and on both sides of the courthouse and at the historic courthouse.
- K. Trimming/Pruning of trees – at both courthouses only. General pruning of trees up to ten feet heights and shrubs will be performed as needed to maintain proper shape and health. Low hanging limbs, dead limbs and all trunk growths will be removed as needed to assure a

manicured appearance. Major pruning of trees up to ten feet heights and plants shall occur in the winter. Any nonconforming or unhealthy limbs will be removed. Trees and shrubs will be pruned to desired sizes. Perennials shall be cut back to prepare for spring growth. All limbs and other debris will be removed from the site. Services on trees over ten feet will be paid additional, as approved by the county's representative. Trees shrubs and other plants will be fertilized once annually. Crape myrtle trees and beds along Jackson Parkway are excluded from this agreement.

- L. Weed control – Pre-emergent herbicides will be applied to turf areas throughout the year to minimize weed germination. Post emergent herbicides will be applied to turf areas as needed to eliminate existing weeds.
- M. Pine straw – to be applied around trees and shrubs and billed per unit prices of actual number of bales used. Service to be provided once in summer and once in winter at all locations. Estimate is 1000 bales per year. Pine straw shall be high quality, without excess debris.

Exhibit A



JACKSON PKWY

JACKSON PKWY

Landscaping, Various Locations

Jackson County, GA

Pricing Sheet

Commerce EMS	\$ _____/mo. X 12 mo. =	\$ _____/yr.
West Jackson EMS	\$ _____/mo. X 12 mo. =	\$ _____/yr.
Plainview EMS	\$ _____/mo. X 12 mo. =	\$ _____/yr.
Jackson Co. Courthouse	\$ _____/mo. X 12 mo. =	\$ _____/yr.
Historic Courthouse	\$ _____/mo. X 12 mo. =	\$ _____/yr.
Pine straw, delivered and installed \$ _____/bale x 1000 bales (est.) =		\$ _____/yr.
Chemical treatment	\$ _____/ea. X 5 times =	\$ _____/yr.
Total bid		\$ _____