



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

**INVITATION FOR BID  
BULLOCH COUNTY PUBLIC WORKS DEPARTMENT  
17301 US 301 NORTH  
STATESBORO, GEORGIA 30458**

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

**Material or Service:** A one year contract for **Grounds Maintenance Services for Bulloch County Solid Waste Collection Centers**. The contract will have an initial term of one year and be subject to automatic renewal for two additional one-year terms unless the County exercises its option not to renew.

**Bid Submission Deadline:** The deadline for receipt of sealed bids is 4:00 PM, June 2, 2022. Late bids will not be considered. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

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

**Obtaining a Copy of Bid Package:** A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at [fbragg@bullochcounty.net](mailto:fbragg@bullochcounty.net) or retrieved from the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

**Bid Identification:** The outside of the sealed envelope shall include the wording: Grounds Maintenance Bid; Bid Opening: June 2, 2022 @ 4:00 PM; Attn: Faye Bragg, Purchasing Manager.

**Check List:** There is a checklist on **page 18** that lists the mandatory forms that **must** be included in the sealed bid submission. Failure to return any of the items on the check list will be justification for non-acceptance of the submitted sealed bid.

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

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

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

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

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

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

**Award and Reservations:** It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within thirty (30) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the

exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered. Time is of the essence.

Bulloch County has an Equal Opportunity Purchasing Policy. Bulloch County seeks to ensure that all segments of the business community have access to supplying goods and services needed by the County. The County provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, religion, age, sex, national origin.

### **TERMS AND CONDITIONS**

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

**Services:** Services shall be provided on a scheduled basis. The selected contractor shall provide the Public Works Director a schedule at the beginning of the contract implementation date indicating the time and day of service for each location. All maintenance services shall be inspected and approved by a designated Public Works Department Representative.

**Site Visits:** An on-site visit will not be mandatory prior to bid submission; however, if areas covered under this contract would like to be viewed, please contact Dink Butler, Public Works Director, at (912)764-6369 or [dbutler@bullochcounty.net](mailto:dbutler@bullochcounty.net).

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

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

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

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

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

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

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

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

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

**Project Schedule:** The project shall be defined in the notice to proceed and be complete according to the time schedule set forth in the finalized contract. Time is of the essence.

**License:** All bidders shall furnish the County with copies of all appropriate and current business licenses to operate as a landscape business in the State of Georgia and Bulloch County

**Insurance Requirements:** The Contractor must submit with bidding documents, a Certificate of Liability Insurance indicating the required insurance coverages listed below. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

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

**Bonds:** Not required

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

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

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

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

**Questions:** All questions concerning this invitation shall be directed to the Purchasing Manager in writing (email is preferable). Questions will be directed to the Purchasing Manager no later than May 25, 2022 @ 4:00 PM. Responses to questions will be addressed no later than May 26, 2022 @ 4:00 PM.

**Bid Reservations:** The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Bids shall be binding for a period of sixty (60) calendar days from the time bids are opened.

**Contract:** The successful bidder shall be required to enter into a contract that is substantially the same as the contract sample included herewith.

**Contract Termination:** County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

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

**Indemnification:** The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all

claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

**Immigration:** On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia's public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-verify System. This includes out-of-state contractors. E-verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. An affidavit is enclosed in this solicitation. All Proposers are to read and complete the E-verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third-party administrator, do not enter their name in place of the Federal Work Authorization E-verify Company ID#; the administrator's name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective).

If you only include the third-party administrators name and not your company's actual authorization number, this will result in your solicitation response being rejected as non-responsive.

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

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

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

**BID SPECIFICATIONS**  
**For**  
**GROUNDS MAINTENANCE SERVICES**

Specification  
Number

Description

1. The purpose of these specifications is to procure grounds maintenance services for Solid Waste Collection Centers owned by the Bulloch County Board of Commissioners. These services will be monitored by the Bulloch County Public Works Department.

1.1 General Requirements:

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

1.2 Locations:

- a. The grounds maintenance covered in this bid will be for 19 of Bulloch County's Solid Waste Collection Centers. A brief description and locations are contained herein.

1.3 Description of Work:

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

1.4 Schedule:

Maintenance cycles for all locations are provided on the attached Bi-weekly schedule. A task list is also provided.

1.5 Personnel and Supervision:

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

Requirements are as follows:

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

1.6 Traffic Control and Safety:

Contractor shall be responsible for pedestrian and vehicular safety in the work zone and shall provide warning devices, personnel and/or signs as needed.

- a. Work shall be performed during daylight hours only.
- b. Any work performed on Georgia Department of Transportation Right-of-Way shall comply with State work zone standards

1.7 Additional Requirements:

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

- a. All shrub and ground cover areas, curbs and gutter, concrete medians, areas around obstacles and any other non-mowing area shall be kept free of weeds throughout the contract period.
- b. All work areas shall be cleaned up at the end of each workday. No debris, clippings, trash bags, etc. shall be left on site overnight.
- c. All application of herbicides or pesticides shall conform to applicable Federal and State laws.
- d. Any signs other than those installed by the County are not permitted on the right of way and shall be removed and turned into the Solid Waste Department. This includes advertising signs, political signs, yard sale notices, etc.
- e. If the contractor experiences any difficulty in performing his/her duties for any reason or unusual conditions are encountered, the Solid Waste Manager shall be notified immediately.
- f. All work is subject to inspection by the County. Invoices will not be paid until the County has been notified that all required maintenance visits have been completed.



## 2.0 Maintenance Specifications:

### 2.1 Landscaped Areas:

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

### 2.2 Turf Areas:

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

- a. Litter shall be picked up prior to mowing right of way.
- b. Blades on mowing equipment shall be kept sharp and guards shall be in place to minimize objects being thrown from beneath mowers.
- c. Trim mowers shall be used in turf areas that are too small for large mowers.
- d. Grass clippings should not be picked up (except from pavement). If windrows are formed, they should be mowed over to distribute clippings.
- e. No grass clippings or other debris are to be blown into and left in the roadway.
- f. No non-selective herbicide may be applied around obstacles such as signposts, guy wires, fire hydrants and utility poles.

## 3.0 Qualification of Bidders:

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

3.1 Bid Submittal and Basis of Award:

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

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

## Solid Waste Collection Centers

Collection centers are open seven days per week from 6:30am until 7:00pm except for the following centers that are closed all day on Thursday: Highway 24/Mill Creek, 6 Points, Langston Chapel, Cypress Lake, Simons Road, and Clito. Grounds maintenance within the fenced perimeters of the centers must be performed during the hours of operation. Trimming shrubs also includes the trimming and pruning of the Crepe Myrtles that are at the Collection Centers. Some centers have more shrubs than grass, while others have very little shrubbery and more grass that will need to be cut.

Site	Address	Acres	Brief Description of Ground Maintenance needed	Bi-weekly Cost per Visit
Onley Station	7722 Hwy 119 Connector	.25	Small right of way to cut	
Westside	4982 Westside Rd.	.88	Right of way will need to be cut, trim shrubs, not much grass	
Hwy. 24/Mill Creek	1302 Hwy. 24	1.15	Large frontage right of way to cut, not much grass, trim shrubs	
Langston Chapel	334 Langston Chapel Rd.	.5	Right of way cutting only	
Middleground	3416 Middleground Rd.	1	Small right of way to cut, cut grass, trim shrubs	
Stilson	16894 Hwy. 119	.40	Large right of way to cut, cut grass, trim shrubs	
Clito	514 Kyle Sorrell Rd.	.50	Frontage right of way only needs to be cut, lot of grass, trim shrubs	
Denmark	8201 Hwy. 67	1	Small right of way to cut, lot of grass, few shrubs	
Register/Pine Inn	4261 Hwy. 46	.50	Large right of way to cut, cut grass, trim shrubs	
Old Leefield	3469 Brooklet Leefield Rd.	.50	Largest right of way to cut, there will be a lot of weed eating, a lot of grass, no shrubs at this time	
Sinkhole	605 Hwy. 46	1	Small right of way to cut, little grass to cut, few shrubs	

Ogeechee	5041 Clito Rd.	1	Cut right of way next to road and the left side going into the center, a lot of shrubs, little grass	
Union Church	1855 Union Church Rd.	.40	Cut right of way next to Sinkhole Road and large front right of way, lot of grass, few shrubs	
Sixpoints	7110 Rushing Rd.	1	Very large right of way to cut, more trimming of shrubs than grass to be cut	
Simons Rd.	Simons Rd	.50	Small right of way to be cut, cut grass, trim shrubs	
Portal	2016 Portal/Rocky Ford RD	1	Large right of way to cut, cut grass, trim shrubs	
Arcola @ Old Hwy 46	270 Arcola Rd	.88	Large right of way on front to cut, not much grass little cutting, more weed eating	
Cypress Lake	3808 Cypress Lake Rd	.50	Large right of way to cut, little grass to cut, more shrubs to trim	
Old Groveland	2500 Nevils Groveland Rd	.40	Large right of way to cut, little grass to cut, few shrubs to be trimmed	



# BID FORM

**GRAND TOTAL for Bi-weekly Grounds Maintenance for Bulloch County Collection Centers** \$ \_\_\_\_\_

**Grand Total in written words** \_\_\_\_\_  
\_\_\_\_\_

Does your bid meet all of our specifications including terms & conditions? (If your answer is no, note exceptions on the EXCEPTIONS TO SPECIFICATIONS SHEET)

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Company Address: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner, or Officer of Firm:

Company Name, Address, County and State:

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

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

**BULLOCH COUNTY, GEORGIA  
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

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

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

That this bid shall be valid for **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 2, 2022 @ 4:00pm**, but may not be withdrawn after such date and time for a period of **60** days.

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

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

BIDDER:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_



**CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions about e-verify.

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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Date

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

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

**Bulloch County Collection Centers Grounds Maintenance**

Name of Project

Bulloch County, Georgia

Name of Public Employer

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## Check List

The items listed below are mandatory forms and must be completed and returned with the sealed bid, **signed, and notarized where indicated**. Failure to return, sign or notarize any of the items listed will be justification for not accepting the submitted bid.

- 1. Page 4 – Copy of Business License(s) as required
- 2. Page 4 – Proof of insurance as required
- 3. Pages 11-12 – Cost Sheets
- 4. Page 13 – Exceptions to Specifications Sheet
- 5. Page 14 – Bid Form
- 6. Page 15 – Non-Collusion Affidavit
- 7. Page 16 – Vendor Declaration
- 8. Page 17 – Contractor E-verify Affidavit

**FORM OF CONTRACT- EXAMPLE**

**CONTRACT FOR GROUNDS MAINTENANCE SERVICES**

**STATE OF GEORGIA**

**BULLOCH COUNTY**

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

**WITNESSETH:**

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

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

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

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

1. **Character of the Work:**

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

2. **Compensation:**

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

**3. Term of Agreement:**

The term of this Agreement shall be for a period commencing on July 1, 2022 and ending on June 30, 2023. The contract will have an initial term of one year and be subject to automatic renewal for two additional one-year terms unless the County exercises its option not to renew. Time is of the essence.

**4. Termination:**

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

**5. Indemnification:**

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

**6. Proof of Insurance:**

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

**7. Assignability/Transferability:**

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

**8. Entire Agreement; Amendments:**

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

**9. Notices:**

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

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

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

If to the **CONTRACTOR**: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**10. No Waiver:**

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

**11. Immunity:**

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

**12. Legal Construction; Severability:**

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

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

**COUNTY:**

**CONTRACTOR:**

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

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

**Title: County Manager**

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

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

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

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

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