



Hall County Government  
FINANCIAL SERVICES

INVITATION TO BID  
IFB #057-43

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

For the provision of:

TREE CUTTING, REMOVAL  
AND STUMP GRINDING SERVICES  
Of forty-five (45) trees located at Chicopee Village, Gainesville, GA

Hall County, Georgia is now accepting sealed bids for the provision of Tree Cutting, Removal and Stump Grinding Services of forty-five (45) trees located in Chicopee Village, Gainesville, Georgia (herein "Services) for its Road Maintenance Department.

<b>Date IFB Issued:</b>	Monday, April 24, 2023
<b>Mandatory Pre-Bid Site Visit:</b>	Friday, April 28, 2023, <b>11:00am</b>
<b>Bidder's Questions Due Date:</b>	Tuesday, May 2, 2023
<b>Response to Questions Due:</b>	Thursday, May 4, 2023
<b>Bid Due Date:</b>	Tuesday, May 9, 2023, 10:00am
<b>Est. NOIA Posting</b>	Wednesday, May 10, 2023
<b>Commissioner's Voting Meeting:</b>	Wednesday, May 10, 2023
<b>Est. NOA Posting</b>	Thursday, May 11, 2023

**Mandatory Pre-Bid:** A pre-bid, on-site visit is required in order to bid. Bidders are to meet in the parking lot of the Chicopee Baptist Church located at First Street and A-Avenue off Atlanta Road, on the day and time listed above. The County will only accept bids from companies that attend the Mandatory Pre-Bid Site-Visit. The County will post an Addendum to this IFB if a backup Mandatory Site Visit is required.

**Bid Documents:** Bidders may request bid submittal documents via the County's Website at <https://www.hallcounty.org/Bids.aspx>. Locate the "Doing Business" menu header, then look for Purchasing & Records and choose, "Bids and Proposals", click on the solicitation entitled *ITB #057-43 Tree Cutting, Removal and Stump Grinding of forty-five (45) trees*, then click the 'Request a Bid Packet' link in the top left corner of the solicitation document, fill out the requested information, click 'Submit'. Purchasing will email out a bid packet containing all required documents.

**Bidding Process:**

The County Purchasing Division, located on the fourth (4<sup>th</sup>) floor at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, will receive sealed bids until 2:00 p.m., Eastern Standard Time, **Tuesday, May 09, 2023**. Bids received after 2:00 pm EST will not be evaluated for an award. Any extension of the bidding period will be made by a formal written addendum and publically posted. Only two (2) copies of the bid are required along with a USB flash drive containing the bid. Emailed bids are non-acceptable.

**General Qualifications:** Bidders must be in the regular business of providing Tree Cutting, Removal and Stump Grinding Services, and licensed, insured, and bonded.

**Bid Retention:** Bidders may not withdraw their bid after the bid opening. Bids must be valid for one-twenty (120) days. The County reserves the right to retain all bids submitted and use any idea(s) in a bid regardless of award. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms and documents entitled 'Mandatory' must be completed and returned with the bid or the bid may not be evaluated for award.

**Award Process:** The County reserves the option to reject any or all bids, in whole or part, or to select any bidder to complete the described Work. The County will award the project to one company to perform all of the work on one contract based on the best value to the County from a responsible and responsive bidder. The undersigned Bidder expressly understands that the bid may be rejected by the County for any reason without liability on part of the County to the Bidder.

**Questions:** All questions must be in writing and directed solely to the issuing officer at [apenick@hallcounty.org](mailto:apenick@hallcounty.org). No other contact of any nature, verbal, email, or other communication, is permissible with any County staff member, nor its elected officials, nor Commissioners, during the evaluation process. Such contact may render the submission in violation of the Official Code of Hall County and rendered as non-responsive and will not be evaluated for an award.

**Validation:** Bidder's must sign the Bidder's Response in wet ink to be valid.

Andy Penick  
Issuing Officer

[The Scope of Work Follows]

## 1.0 SCOPE OF WORK - TREES

- 1.01 Contractor shall provide supervision, labor, equipment, and materials, necessary to perform the services of removal and disposal of standing (live, dead, or diseased), blown-over or up-rooted timber, including all limbs, debris, root balls and stumps as described herein.
- 1.03 Trimming and disposal of individual limbs shall also be included in this service. Contractor must remove all residual debris from the tree cutting away from the work site
- 1.02 Contractor shall perform services below to trees as denoted on Attachment #001 *Chicopee Village Map of Primary Tree Removal*
- 1.03 Services include:
  - a. Cutting and removing trees
  - b. Disposing of trees, limbs, root balls and debris
  - c. Cutting, trimming, or pruning tree limbs
  - d. Grinding, cutting or otherwise removing tree stumps, including major surface roots and filling of stump cavity
- 1.04 Contractor shall perform services within the ANSI standards; A300 Best Management Practices and shall take all reasonable and customary safety measures to protect people and property.
- 1.05 Contractor shall conduct all work in a safe manner and shall comply with all governing regulations concerning safety. Provide and assure compliance in using protective gear such as hard hats, gloves, goggles, harnesses, and safety shoes to Contractor's workers and personnel.
- 1.06 Provide all equipment and tools necessary to perform the work including but not limited to a loader to pick up and remove tree trunks and limbs, bucket truck, chipper, chain saws, trucks large enough to haul loads created by the debris, shredders, ladders, stump grinder, tree climbing equipment, barricades, traffic cones and signage.
- 1.07 Traffic control must meet Manual on Uniform Traffic Control Devices (MUTCD) Standards.
- 1.08 Erect and maintain adequate barricades, signage, and traffic cones, and safeguard work area to prevent damage to all property and for the safety of employees and other people. Contractor shall secure equipment and materials that are stored temporarily in or around a project site.

- 1.09 Advise County project manager of any unusual hazardous conditions and other pertinent information including, but not limited to, unsuitable weather that may affect the safety of workers, other people, and property.
- 1.10 Clean the area of all debris and trash remaining because of the completion of a project; and dispose of such either off-site or as directed by County Representative.
- 1.11 Be responsible for the repair of any damage caused by the Contractor and shall, at no cost and to the satisfaction of County, restore all areas to their original condition including, but not limited to, structures, sod, plant materials and ground areas. Contractor shall fell trees in such a manner that there is no damage to vehicles, plants, property, or people.
- 1.12 Have at least one person, in a position of responsibility, representing the contractor on site at all times that is capable of translating from English to languages used by the work force.
- 1.13 Provide and assure compliance insuring protective gear such as hard hats, gloves, goggles, harnesses and safety shoes/boots to Contractor's workers and personnel.

## **2.0 SCOPE OF WORK – STUMP GRINDING AND REMOVAL**

- 2.01 Contractor shall grind stumps to a minimum depth of 12 inches. The grinding of the stump shall include major root flares and major surface roots.
- 2.02 Contractor shall fill stump divot with compactable soil up to four inches (4") above ground level and rake smooth.
- 2.03. Contractor shall remove and dispose of stump and all excess stump chips as directed by County Project Manager.

## **3.0 SUBMISSION OF BIDS**

- 3.01 Submit your bid addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing.
- 3.02 Bidders must submit their signed response in a sealed envelope clearly marked with "INVITATION FOR BID #057-43" on the outside. The submittal must have an original wet signature on the bid. Digital bids are acceptable through bidding services or on a Flash Drive. Faxed or emailed bids are not acceptable.

3.03 Follow these instructions carefully. Complete and return the following included in your bid envelop. Do not email your bid response.

- Exhibit A - Mandatory Bid Response Sheet
- Exhibit C - Mandatory Cost Proposal Worksheet
- Exhibit D - Mandatory Questions Worksheet
- Exhibit E – Not Required - Reserved for RFQ/Ps only
- Exhibit F - Mandatory S.A.V.E. Program Affidavit
- Exhibit G - Mandatory Cone-of-Silence Affidavit
- Exhibit H - Mandatory Completed W-9 Form
- Exhibit I – Mandatory E-Verify Affidavit
- Exhibit J – Contractor Ethics Affidavit
- Exhibit K – Signed Contract Document
- Copy of Business License
- Letter of Bondability
- Copy of Certificate of Insurance

3.04 Bids submitted are not publicly available until after award by Hall County. All bids, supporting materials and correspondence relating to this IFB become property of Hall County when received. Bidders can submit bids to the following address by the deadline date and time:

3.05 Hand Delivery/FedEx/UPS/USPS/Courier:

Andy Penick  
Hall County Government Center  
Purchasing Division - 4th Floor,  
2875 Browns Bridge Road,  
Gainesville, Georgia 30504

3.06 Mailing Address:

Andy Penick  
Hall County Government Center  
Purchasing Division - 4th Floor  
P.O. Drawer 1435  
Gainesville, GA. 30503

#### 4.0 BID PREPARATION

Bidder bears all responsibility for expenses incurred in responding to this IFB such expenses to be borne exclusively by the proposer. If you desire to submit a "NO BID", response then please indicate by checking here:

\_\_\_\_\_ No Bid. List reason for no bid \_\_\_\_\_

EXHIBIT A

MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid.

By submitting a proposal, the respondent certifies that they have fully read and understand the Scope of Work and fully understand the requirements needed to complete the project. The services offered and the cost factor must be valid for at least one-hundred and twenty days (120) days from date of signature.

Date of Bid Submittal: 5/9/23

IFB Bid No: 057-43

Bid Name: Tree Cutting, Removal and Stump Grinding Services of forty-five (45) trees located in Chicopee Village, Gainesville, Georgia

"I agree to abide by all terms and conditions of this IFB and certify that I am authorized to sign this bid".

Bidder Signature: Lee Branen Date: 5/8/23

Print Name: Lee Branen

Title: Sales Manager

Phone Number: 404 702-5390 Email Address: lee@alke-treeservice.com

Physical Address: 4104 W White Rd Oakwood, Ga 30566

Physical Address 2: NA

Acknowledge receipt of all issued addenda (if any) by listing their numbers and date of issuance below:

The County may declared unsigned bids as "Non-Responsive" and not evaluated

If you desire to submit a "No Bid", then please indicate by checking one or both of the reasons listed below and explain.

Bidder does not offer this service

Unable to meet specifications

## EXHIBIT B

### IFB Bid Submittal Terms and Conditions

1. **Modifications:** Bidder will not alter this Invitation for Bid (IFB) except by written and published addenda by the County's Financial Services Department, Purchasing Division.
2. **Bid Signature:** The County may reject any bid submitted without a signature on Exhibit A - Mandatory Bidders Response.
3. **Bid Acceptance Time:** The County requires bids to be valid for one-hundred and twenty days (120) from receipt.
4. **Bid Identification:** All bids must be submitted in a sealed envelope (physical or digital) labeled with the appropriate bid number and title.
5. **Withdrawal of Bids:** Bidders may only withdraw their bid by written request if received prior to the time and date set for the opening of bids
6. **Bonds:** If the County requires Performance and Payment bonds then the County must receive the bonds prior to any work begins. Include a letter of your company's Performance and Payment Bondability equal to 100% each of the bid amount.
8. **Award of Contract:** County will award to the responsive and responsible bidder(s) whose bid, conforming to the request for proposals, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities of immaterial deviation in bids received. All pricing will be fixed and firm throughout the term of any contract.
9. **Non-Discrimination:**
  - 9.1. **Non-Discrimination:** The Bidder assures County to provide services in a manner that does not discriminate workers because of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.
  - 9.2. **Americans with Disabilities Act (ADA):** The Bidder agrees to comply with Hall County's ADA notice and procedures. They are available upon request and are accessible on Hall County's website. Anyone who requires accommodation to access Hall County's services or programs because they have a qualified disability may contact Hall County's ADA Coordinator at [mtuck@hallcounty.org](mailto:mtuck@hallcounty.org), forty-eight (48) hours prior to the scheduled event or as soon as possible.
10. **Exceptions to Specifications:** Any award resulting from this IFB shall bind the Bidder to all terms, conditions, and specifications set forth in this request for proposals. Bidders whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming Bidder, when in the best interest of the County. Bidders are urged to conform to the greatest extent possible.

11. **Proposal Results:** Interested parties may request, in writing, a bid tabulation after award of IFB has been awarded.
12. **Payment:** Payments will be made upon completion of all work, inspection and acceptance by County and receipt of accurate invoices submitted and approved by the appropriate County representative. Receipt of goods or services do not constitute acceptance. The County must inspect and approve all goods and services.
  - 12.1. Payment terms are Net 30
13. **Retainage:** Not required for this project
15. **Inquiries Regarding Payment:** Email invoices or payment inquiries regarding payment of invoices at [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org).
16. **Execution of Contract:** This IFB, its Exhibits, Attachments, and the Bidder's response are incorporated herein by reference.
17. **Certificate of Insurance:** See requirements in Exhibit K – Sample Contract Template
19. **Inclusion:** All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the County at the time of the award and/or contract.
21. **Independent Contractors:** The proposer represents to Hall County that he is fully experienced and properly qualified to perform the functions provided herein and that they are properly equipped, organized, and financed to perform such functions. The proposer shall finance their own operations and shall operate as an independent contractor and not as an agent of Hall county and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.
22. **Assignment of Contractual Rights:** It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County. The County does not accept factored invoices.
23. **Starting Time:** Work will commence as directed after the County issues a "Notice to Proceed" on the project and commence in a routine, orderly manner until completion and acceptance by the county.
24. **Change Orders:** The County must approve any-and-all change order requests by the successful bidder in writing.
25. **Indemnity:** Successful proposer agrees, if entering into a contract because of this request for IFB, to defend, indemnify, and hold harmless Hall County from all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of their employees or agents, under said contract.



26. **Termination:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this IFB, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by Hall County, Georgia unless shall be renewed without any lapse, unless positive action is taken to terminate said contract by The County.
27. **Appropriation of Funds:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract(s).
28. **Cancellation for Cause:** Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
30. **Governance:** In the case of conflict or ambiguity between the Terms and Conditions and Exhibit K: Contract Template, the later shall govern.

**ATTACHMENT #002  
PRIMARY TREE REMOVAL COST WORKSHEET**

**EXHIBIT C  
Mandatory Cost Proposal Worksheet  
BIDDERS NAME \_\_\_\_\_ AKA TREE SERVICE**

Instructions: Area numbers correlate to Attachment #001 - CHICOPEE VILLAGE MAP OF PRIMARY TREE REMOVAL. Input cost PER TREE in column C. The extended totals will automatically calculate total cost per address in Column D. Input cost PER STUMP for stump grinding into Column F. The extended totals will automatically calculate total cost per address.

Address	Number of Trees to Cut and Removed	Price per Tree cutting and removal	Extended Totals	Price per stump grinding/removal	Extended Totals
# 2 - 2nd Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 9 - 2nd Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 2 - 3rd Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 4 - 3rd Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 14 - 4th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 14 - 5th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 16 - 5th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 18 - 5th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 20 - 5th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 2 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 6 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 7 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 9 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 10 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 13 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 27 - 6th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 11 - 8th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 15 - 8th Street	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 6 - A Avenue	5	\$ 1,187.00	\$ 5,935.00	\$ 291.00	\$ 1,455.00
# 8 - A Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 2 - B Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 10 - B Avenue	3	\$ 1,187.00	\$ 3,561.00	\$ 291.00	\$ 873.00
# 22 - B Avenue	3	\$ 1,187.00	\$ 3,561.00	\$ 291.00	\$ 873.00
# 7 - C Avenue	2	\$ 1,187.00	\$ 2,374.00	\$ 291.00	\$ 582.00
# 9 - C Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 19 - C Avenue (Tree is on side of home on 4th Street)	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 6 - G Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 2 - H Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 9 - H Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 10 - H Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 20 - H Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 5 - I Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 3 - K Avenue	2	\$ 1,187.00	\$ 2,374.00	\$ 291.00	\$ 582.00
# 5 - K Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
# 7 - K Avenue	1	\$ 1,187.00	\$ 1,187.00	\$ 291.00	\$ 291.00
<b>Total # of Trees (Primary)</b>	<b>45</b>		<b>\$ 53,415.00</b>		<b>\$ 13,095.00</b>

# EXHIBIT D

## MANDATORY QUESTIONS

Bidder's company name: AKA Tree Service

All questions must be answered. All questions are Yes/No answers only

No.	Question	Yes/No
1	Have you completed and attached a completed EXHIBIT A - MANDATORY BID RESPONSE WORKSHEET?	Yes
2	Do you agree to the EXHIBIT B - BID SUBMITTAL TERMS AND CONDITIONS?	Yes
3	Have you completed and attached EXHIBIT C -MANDATORY COST PROPOSAL WORKSHEET separately in a physical or digitally sealed envelope?	Yes
4	You are required to have your proposal also on a USB flash drive if you turn in a physical response. Have you provided your bid response on a USB Flash Drive? Is responding digitally then just answer yes.	
5	Have you completed and attached the EXHIBIT F -S.A.V.E. AFFIDAVIT?	Yes
6	Have you completed and attached the EXHIBIT G -CONE-OF-SILENCE AFFIDAVIT?	Yes
7	Have you completed and attached the EXHIBIT H -W-9 FORM?	Yes
8	Have you completed and attached the EXHIBIT - I E-VERIFY AFFIDAVIT?	Yes
9	Have you completed and attached the EXHIBIT J - MANDATORY ETHICS AFFIDAVIT?	Yes
10	Have you read and signed EXHIBIT K - SAMPLE CONTRACT TEMPLATE FOR SERVICES?	Yes
11	This Bid requires that bidders to attach a copy of their current Business License. Have you attached this document?	Yes
12	Bid Bonds are not required, but a letter of P&P Bondability is required. Have you attached this letter?	Yes
13	Have you provided your Certificate of Insurance?	Yes
14	Do you affirm that neither your firm, nor its principals, are barred from work in the State of Georgia?	Yes
15	Do you affirm that neither your firm, nor its principals, are currently in litigation with Hall County, Georgia?	Yes



EXHIBIT F
MANDATORY S.A.V.E. AFFIDAVITS

S.A.V.E Program PRIME CONTRACTOR Affidavit
Under O.C.G.A. § 13-10-91(b) (1)

Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711
DIRECTOR
Wesley Geddings

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 Hall County, Georgia, has registered and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

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 an 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 (E-Verify) number and date of authorization are as follows:

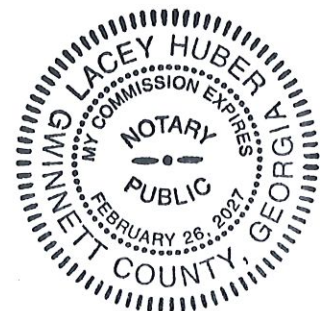
\*The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov. The County will not accept bids without a valid E-Verify Number.

AKA Tree Service
Name of Prime Contractor
176103
Contractor's/Vendor's E-Verify #
4104 W White Rd
Street Address
Oakwood, Ga
City / State
[Signature]
Signature of Authorized Officer or Agent
5/8/23
Date of Authorization
Lee Branch / Sales Manager
Printed Name/Title of Authorized Officer
Tree Cutting, Removal & Stump Grinding
Name of Project
Chicopee Village

Subscribed and sworn before me on this the
8 Day of May, 2023

[Signature]
Notary Public

My Commission Expires February 26, 2027





Hall County Government  
FINANCIAL SERVICES

EXHIBIT G  
Mandatory Cone-of-Silence Affidavit

In order to ensure fair consideration for all Bidders responding to this Request for Qualifications and Cost Proposals, the County requires that all potential bidders, firms, companies, agents, or other entities refrain from discussions privately or publicly regarding the Solicitation during the Solicitation process. This includes all staff, employees, subcontractors, as well as paid or unpaid personnel acting on the firm’s behalf shall not contact nor participate in any type of contact with County employees, department heads or elected officials, up to and including the County Administrator and Board of Commissioners.

Therefore, the County issues this “Cone of Silence” that shall be in effect from the date the solicitation is publicly advertised, until the time an award decision has been approved by the Board of Commissioners and fully executed by all parties. Contact should only be between the bidding firms and the Issuing Officer/Buyer listed in the Solicitation documents.

Any such contact may be considered as collusion and may result in the bidder being disqualified from participation and consideration for award. All contact must be coordinated through the Issuing Officer, for the procurement of these products and/or services.

Please reference the Solicitation number on all correspondence to the County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**Bidder Attestment:**

*I understand and shall fully comply with the above requirements.*

Signed: Lee Branan

Typed Name: Lee Branan

Job Title: Sales Manager

Company: ATCA Tree Service

Date: 5/5/23

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>AKA Tree Service, LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>4104 W White Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Oakwood, GA 30566</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	5	-	2	8	6	7	2	4	9

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date ▶ <u>1/17/2023</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



# Hall County Government

FINANCIAL SERVICES

## EXHIBIT I MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

45 286 7249  
Federal Work Authorization User Identification Number

2/1/18  
Date of Authorization

AKA Tree Service  
Name of Contractor

Tree Cutting, Removal + Stump grinding  
Chicopea Village  
Name of Project

Hall County, Georgia  
Name of Public Employer

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

Executed on May 8, 2023 in Oakwood (city), GA (state).

Lee Brown  
Signature of Authorized Officer or Agent  
Lee Brown Sales Manager  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 8 DAY OF May, 2023.  
Lacey Huber  
NOTARY PUBLIC

My Commission Expires: February 26, 2027





# Hall County Government

## FINANCIAL SERVICES

### EXHIBIT J

#### MANDATORY ETHICS AFFIDAVIT

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GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
**Wesley Geddings**

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County.

### 3.10.070. - Ethics.

- A. It is the policy of Hall County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Hall County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. Hall County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. Hall County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.
- F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of



business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.

- G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award, or not, a contract.
- H. Hall County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the director of financial services, is authorized to establish procurement initiatives consistent with the county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals.
- I. Hall County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.
- J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.
- K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Hall County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Hall County representative.
- L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.

M. **(AMENDED)** The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-14-19(1), § 1(Exh. A))

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

Executed on 8 May 2023 in Hall (city),  
GA (state) 30566 (Zip Code)

Lee Branen

Signature of Authorized Officer or Agent

Lee Branen / Sales Manager

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the 8 Day of May, 2023.

Lacey Huber

NOTARY PUBLIC

My Commission Expires: February 26, 2027

[Locus Sigilli]





Hall County Government  
FINANCIAL SERVICES

EXHIBIT K  
SAMPLE CONTRACT TEMPLATE

CONTRACT #057-43

For the provision of

TREE CUTTING, REMOVAL  
AND STUMP GRINDING SERVICES

Of forty-five (45) trees located at Chicopee Village, Gainesville, Georgia

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

**ARTICLE #101 - INTRODUCTION**

This Contract for Tree Cutting, Removal and Stump Grinding Services of Forty-Five (45) Trees Located at Chicopee Village, Gainesville, Georgia, (hereinafter "Services") as entered into on \_\_\_\_\_ and with an Effective Date of \_\_\_\_\_, is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504 and Akt Tree Service (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

**Whereas**, the parties do mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Contractor to the County in exchange for payment as compensation.

This Contract is the result of the competitively bid IFB #057-43 the Contractor's bid response, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the IFB #057-43 and the bidder’s response, and for trees shown on Attachment 1 – Chicopee Village Map of Primary Tree Removal.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder’s response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, billed upon completion of the project. All payments are in arrears, as the County does not pay for Services not yet rendered.
- C. **Price Escalation Clause.** – Non-applicable for the contract Contractor may request up to, but no more than, a three-percent (3%) price escalation adjustment to this contract at each time of contract renewal. There will be no price adjustments during each contract term period. The County does not guarantee price adjustments.

**ARTICLE #103 - NOTICES:**

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

**COUNTY PROJECT MANAGER**

Jimmy Hightower  
Supervisor  
Road Maintenance

Gainesville, GA 30507  
[jhightower@hallcounty.org](mailto:jhightower@hallcounty.org)  
Ph: (678) 725-3199

**COUNTY ISSUING OFFICER**

Andy Penick  
Purchasing Manager  
Hall County Purchasing Division  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
[apenick@hallcounty.org](mailto:apenick@hallcounty.org)  
Ph: (770) 531-4939

**CONTRACTOR’S CONTACT INFO**

Enter Name  
Enter Title  
Enter Legal Company Name  
Enter Street Address  
Enter City, State, Zip  
Enter Email Address  
Enter Phone

**REMIT-TO ADDRESS**

Company’s FEIN # \_\_\_\_\_  
PO BOX/DRAWER \_\_\_\_\_  
Enter Legal Company Name  
Enter Street Address  
Enter City, State, Zip  
Enter Email Address  
Enter Phone

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS:**

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

**ARTICLE #105 – CONTRACT TERM:**

**1. Multi-Year Term Contracts (Non-Applicable for this Contract)**

- A. Initial Contract Term.** This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future date is so noted on this contract. The term will last for Twelve (12) months from the date of execution or the anniversary of the beginning date of work, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.
- B. Contract Renewal.** The County shall have the option, in its sole discretion, to renew the Contract for up to four (4), one (1) year periods. The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.
- C. Contract Extension.** The County and the Contractor may enter into a Contract Extension term past the renewal period to continue the services if this Contract terminates, or is likely to terminate, prior to the making of a new award for the identified Services. The County may with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) calendar year or portions thereof.

**2. Completion**

Until substantial and final completion according to the time-schedule, work inspected and accepted, and all sub-contractor and material suppliers' liens are satisfied.

**ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:**

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

## **ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:**

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

**Definition:** The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

**ARTICLE # 108 - TERMINATION:**

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
  2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
  3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
  4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or

the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

**C. Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**D. Termination Due to Non-Availability of Funds.**

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

**E. Termination due to Failure of Contractor to Act.**

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:



1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
  2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
  3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
  4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
  2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
  3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
  4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
  5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to six-hundred dollars and no/100 (\$600) per day.

**ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:**

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

**ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:**

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

**ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):**

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

**ARTICLE #112 – SUPERSEDES FORMER CONTRACTS**

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

**ARTICLE #113 - SEVERABILITY:**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE # 114 - RECORDS:**

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received

by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE # 115 - ADDITIONAL TERMS:**

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

**ARTICLE # 116 - WAIVER:**

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

**ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:**

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove

this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

**ARTICLE # 118– INSURANCE REQUIREMENT:**

A. **Insurance Requirements.** The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, Hall County Landfill, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**ARTICLE # 118– INSURANCE REQUIREMENTS:**

**Workers Compensation Insurance: Required for all contracts.**

- |  |               |
|--|---------------|
| a. \$500,000 Bodily Injury by Accident | Each Accident |
| b. \$500,000 Bodily Injury by Disease  | Each Disease  |
| c. \$500,000 Bodily Injury by Disease  | Each Employee |

**Additional Provisions:** Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall

County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

**General Liability Insurance: Required for all contracts.**

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

**Commercial Auto Liability Insurance:** Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

**Umbrella Liability Insurance:** Required for all contracts

- a. \$1,000,000 per Occurrence

**Additional Provisions:**

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

**ARTICLE # 119 – NO WAIVER:**

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

**ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:**

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial

advertising or as a business reference, without the expressed prior written consent of the County.

**ARTICLE # 121 - COMPENSATION:**

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

**ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:**

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment.**

1. Contractor shall invoice the County via email solely to [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

**C. Unsatisfactory Performance; Delay of Payment.**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred



costs shall not in any way affect the County's authority to terminate the Contract.

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

#### **ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS**

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial term award amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

#### **ARTICLE #124 – RETAINAGE – Not required on this contract.**

The County may retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

#### **ARTICLE #125 – VENUE AND GOVERNING LAW**

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE**

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

**ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:**

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
  
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

**ARTICLE # 128 – ORDER OF PRECEDENCE:**

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

**ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:**

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal

**ARTICLE # 130 - ENTIRE CONTRACT:**

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

**ARTICLE # 131- VALIDITY**

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

**ARTICLE #132 – SALES TAX EXEMPTION STATUS**

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #133 – HOLD HARMLESS AGREEMENT**

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

**ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.

5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.

26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

**[Signature Page Follows]**

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

COMPANY'S FULL LEGAL NAME  
AKA Tree Service

HALL COUNTY, GEORGIA

By: [Signature]

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

Title: Sales Manager

Richard Higgins, Chairman  
Hall County Board of Commissioners

Print Name: Lee Branan

Attestment: \_\_\_\_\_  
County Clerk

Sworn to and subscribed before me this  
8 Day of May, 2023

Sworn to and subscribed before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 2023

Notary Public: [Signature]

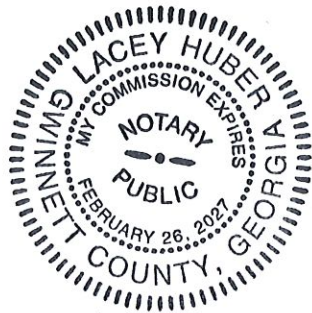
Notary Public: \_\_\_\_\_

Notary commission expires: Feb. 26, 2027

Notary commission expires: \_\_\_\_\_

[Locus Sigilli – Seal or Stamp]

[Locus Sigilli – Seal or Stamp]



APPROVED AS TO FORM:

\_\_\_\_\_  
William Linkous III, County Attorney

City of Oakwood  
BUSINESS LICENSE

2023

AKA Tree Services

4104 W. White Rd.  
Flowery Branch, GA 30542

ACCOUNT NUMBER: 3643  
LICENSE NUMBER: 202114974  
ISSUE DATE: December 22, 2022  
EXPIRATION DATE: December 31, 2023

FEE:	749.00
ADD'L FEE:	0.00
FLAT RATE:	5.00
PENALTY:	0.00
DED & ADJ:	0.00
TOTAL PAID:	754.00

City of Oakwood  
BUSINESS LICENSE

2023

AKA Tree Services

4104 W. White Rd.  
Flowery Branch, GA 30542

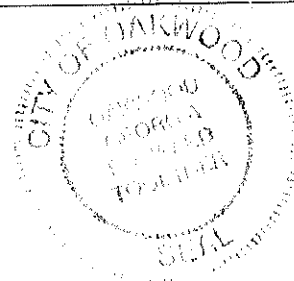
LICENSE NO: 202114974  
ISSUED: December 22, 2022  
EXPIRATION: December 31, 2023  
LOCATION: 4104 W. White Rd.  
Flowery Branch, GA 30542

EMPLOYEES / NUMBER OF EMPLOYEES  
561730 / LANDSCAPING SERVICES  
Laura Wilson

\*\*\*SUBJECT TO COMPLIANCE WITH THE PROVISIONS OF  
ARTICLE II OF CHAPTER 14 OF THE OAKWOOD CITY CODE  
OF ORDINANCES\*\*\*

\*\*\*POST IN A CONSPICUOUS PLACE\*\*\*

  
AUTHORIZED SIGNATURE





**NHC**

**NIELSON, WOJTOWICZ, NEU & ASSOCIATES**  
A NIELSON HOOVER GROUP COMPANY



March 29, 2023

**Re: AKA Tree Service, LLC**

To Whom It May Concern:

This is to advise you that Nielson, Wojtowicz, Neu and Associates provides bid, performance, and payment bonds for **AKA Tree Service, LLC**. The name of their surety is **The Gray Insurance Company**, which carries an A.M. Best Rating of **A- VIII**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, **The Gray Insurance Company** should be in a position to provide **AKA Tree Service, LLC** Performance and Payment Bonds for single projects in the amount of **\$4,000,000.00** and aggregate support in excess of **\$15,000,000.00**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

**AKA Tree Service, LLC** is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Jessica Reno  
Surety Bond Specialist





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30603	<b>CONTACT NAME:</b> Juanita Davidson <b>PHONE (A/C, No, Ext):</b> (770) 536-0161 <b>FAX (A/C, No):</b> (770) 536-1283 <b>E-MAIL ADDRESS:</b> juanita.davidson@wvsinsurance.com <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Greenwich Insurance Company / NIP</td> <td></td> </tr> <tr> <td><b>INSURER B:</b> The Cincinnati Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER C:</b> Greenwich Insurance Company / NIP</td> <td></td> </tr> <tr> <td><b>INSURER D:</b> Insurance Company of the West / ICW</td> <td></td> </tr> <tr> <td><b>INSURER E:</b> Hallmark Specialty Insurance Company / NIP</td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Greenwich Insurance Company / NIP		<b>INSURER B:</b> The Cincinnati Insurance Company		<b>INSURER C:</b> Greenwich Insurance Company / NIP		<b>INSURER D:</b> Insurance Company of the West / ICW		<b>INSURER E:</b> Hallmark Specialty Insurance Company / NIP		<b>INSURER F:</b>	
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<b>INSURER F:</b>															
<b>INSURED</b>  AKA Tree Service, Inc. 4104 W. White Road  Oakwood GA 30628															

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2271929500                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		INSUR	WAIVED				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	NGL-1008241-00	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOO						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	Y	Y	ENP0660210	07/25/2022	07/25/2023	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						ABORIST PROP. \$ 25,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist BI \$ 250,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	NEC-6006940-00	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WGA 6068684 00	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella 5 Mil OVER above			77HX229A0E	07/25/2022	07/25/2023	Excess Each Occurrent 5,000,000
							Excess Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Leased & Rented Equipment Policy #ENP0600210, Effective 7-25-22 to 7-25-23, Limit \$800,000.  
 Certificate Holder and/or Owner are Additional Insureds ATIMA, including Completed Operations, coverage is Primary & Non-Contributory with Blanket Waiver of Subrogation on General Liability, Auto and Workers Comp. all under form #'s: CG2001; CG2010; CG2037; CG2503; XIL436; AA288; WC00019.

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF COVERAGE EVIDENCE OF COVERAGE EVIDENCE OF COVERAGE EVIDENCE OF COVERAGE GA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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