



TOWN OF MITCHELL LANDSCAPING MAINTENANCE

RFP 2019-002



NOVEMBER 11, 2019
TOWN OF MITCHELL
12152 Main Street, P.O. Box 32, Mitchell, GA, 30820

INVITATION TO SUBMIT PROPOSALS

The Town of Mitchell (Owner) will receive sealed proposals for the Landscape Maintenance Contractor for designated areas within the Town of Mitchell. The contract shall serve a **two-year term**. Proposals will be due at the Office of the Town Clerk, Mitchell City Hall, 12152 Main Street, P.O. Box 32, Mitchell, Georgia 30820 at 5:00 p.m., local time on January 13, 2020. Any proposal received after said time and date will not be accepted by the Town. Proposals will be publicly opened and read aloud at 7:00 p.m. January 13, 2020.

A formal pre-proposal meeting will not be held. All questions should be submitted in writing by January 6, 2020 5:00 PM EST to the following:

Town of Mitchell
Attention: Sara Simmons
12152 Main Street
P.O. Box 32
Mitchell, GA 30820
Telephone: 706 598-2004
Email: mitchelltownof@bellsouth.net

All questions will be answered in writing in addenda posted on the Town of Mitchell website.

The work to be completed consists of the following:

1. Perform all landscaping services enumerated in Sections A. through H.
2. Repair any damage caused by crews or equipment;
3. Report any damage or needed repairs observed in any of the locations;
4. Report any concerns about the health of the existing trees;
5. Maintain public and employee use of all spaces during landscape maintenance;
6. Maintain safe practices that do not endanger personnel or patrons to any public space;
7. Repair damaged spots, holes, settlement or depressions that occur in grassy areas;
8. Report serious and large-scale damage to grassy areas that require correction;
9. Remove all invasive weeds from the grassy areas;
10. Do not allow weed eaters or mowers to strike or impact the base bark of the trees;
11. The maintenance contractor must deliver reports of issues beyond the scope of this contract to the Town Clerk in written form within fourteen (14) days of discovery. Verbal reporting to any other Town Department shall not be considered sufficient;
12. Contractor must be State Certified to administer all grounds chemicals, providing a copy of licensure and a Material Safety Data Sheet (MSDS) to City Hall for each chemical used; and
13. No weedeaters, mowers or other tools shall strike or impact sign bases or ground receptacles or otherwise damage lights in bushes or trees.

RFP- LANDSCAPE MAINTENANCE PROGRAM
TOWN OF MITCHELL, GEORGIA

The Town reserves the right to reject any or all proposals.

Each proposal shall be submitted and completed in all particulars and must be enclosed in a sealed envelope as described in the "Submission of Proposal" section contained in the General Provisions of this document. Signatures required on each form must be originals signed in ink by hand. **The use of electronic signatures, stamps, mechanically generated signatures or copies are not accepted.**

Proposals will be publicly opened and read aloud on January 13, 2020 at 7:00 p.m. at Mitchell's City Hall and will be announced then and there to all persons present.

The Town Council reserves the right to waive any irregularities in any proposal, and to take proposals under advisement for a period not to exceed fifteen (15) days from and after the date proposals are opened and read aloud.

The following conditions and terms apply:

- 1) The Town Council reserves the right to reject any or all proposals.
- 2) Attached are detailed specifications and conditions for bid submission.
- 3) The contract will begin effective March 1, 2020 and end February 28, 2022.
- 4) If any provisions of the contract are violated, the Town, after suitable notice, may cancel the contract and arrange to have the products and or services supplied by others.
- 5) All proposals must be in a lump sum amount. Any attempt to qualify prices with an "escalation clause" or any other method of making a price variable, is not acceptable for this proposal. Please provide unit prices as specified. Proposal shall be valid for ninety (90) calendar days from receipt.

PROPOSAL FORM

TO:

**Town of Mitchell
12152 Main Street
P.O. Box 32
Mitchell, GA 30820**

In compliance with a Notice To Proposers, the undersigned, hereinafter termed the Proposer, proposes to enter into a Contract with the Town of Mitchell to provide the necessary machinery, tools, apparatus, and other materials and labor specified in the Contract, necessary to complete the work in the manner therein specified within the time specified, as therein set forth, for:

A. City Hall: 12152 Main Street

1. Mow all lawn and grassy areas every Thursday or Friday, during grass-growing season.
2. Edge all sidewalks, curbs and bed lines.
3. Trim low-hanging tree limbs.
4. Blow all paved areas (includes street parking areas) free of grass clippings, leaves and debris and remove from the property. Do not blow clippings, leaves or debris into the road, storm drains, or onto adjacent parcels.
5. Keep shrubbery trimmed properly at all times.
6. Keep planting beds free of weeds and debris.
7. Remove all trash on the property.
8. Coordinate with Springfest Committee to replenish pinestraw (April)

Annual Pinestraw Cost: _____ @ _____ = _____

Annual Maintenance Cost: _____ @ _____ = _____

Total Annual Cost: City Hall \$ _____



B. City Streets & Sidewalks

1. Mow all lawn and grassy areas every Thursday or Friday, during grass-growing season.
2. Mechanically edge all sidewalks, curbs and bed lines.
3. Remove unwanted growth from sidewalk cracks and seams.
4. Blow all paved areas (includes street parking areas) free of grass clippings, leaves and debris and remove from the property. Do not blow clippings, leaves or debris into the road, storm drains, or onto adjacent parcels.
5. Keep shrubbery trimmed properly at all times.
6. Keep planting beds free of weeds and debris.
7. Remove all trash on the property.
8. Remove leaves, debris, accumulated dirt/sand from curbs, gutters, drains.
9. Coordinate with Springfest Committee to replenish pinestraw (April)

Annual Pinestraw Cost: _____ @ _____ = _____

Annual Maintenance Cost: _____ @ _____ = _____

Total Annual Cost: City Streets & Sidewalks \$ _____



C. City Park

1. Mow all lawn and grassy areas every Thursday or Friday, during grass-growing season.
2. Mechanically edge all sidewalks, walking track, curbs and bed lines.
3. Trim low-hanging tree limbs.
4. Blow all paved areas and playground free of grass clippings, leaves and debris and remove from property, do not blow into road, storm drains or onto adjacent parcels.
5. Remove all leaves and debris from property.
6. Keep shrubbery trimmed properly at all times.
7. Ornamental trees and shrubs trimmed once a year (Crape Myrtles, etc.)
8. Keep planting beds free of weeds and debris.
9. Remove all trash from the property.
10. Remove all weeds and woody stem invasive plants from floral beds beds, including those around yellow house, public restrooms, and two wooden buildings.

Annual Pinestraw Cost: _____ @ _____ = _____

Annual Maintenance Cost: _____ @ _____ = _____

Total Annual Cost: City Park \$ _____



D. Depot

1. Mow all lawn and grassy areas every Thursday or Friday, during grass-growing season.
2. Blow all paved areas free of grass clippings, leaves and debris and remove from property, do not blow into road, storm drains, Depot porch or steps, or onto adjacent parcels.
3. Remove all leaves from the property.
4. Keep shrubbery trimmed properly at all times; being careful not to damage lights or receptacles.
5. Ornamental trees and shrubs trimmed ensuring "Mitchell's Depot" sign always remains visible
6. Keep planting beds and asphalt free of grass, weeds and debris.
7. Remove all trash and debris from the property.

Annual Pinestraw Cost: _____ @ _____ = _____

Annual Maintenance Cost: _____ @ _____ = _____

Total Annual Cost: Depot \$ _____



E. Cemetery

1. Mow all lawn and grassy areas every Thursday or Friday, during grass-growing season.
2. Mechanically edge all sidewalks, curbs and bed lines.
3. Blow or sweep all paved areas, including street parking spaces free of grass clippings, leaves and debris and remove from property. Do not blow into road, storm drains or onto adjacent parcels.
4. Remove all leaves from the property.
5. Keep shrubbery trimmed properly at all times.
6. Keep planting beds free of weeds and debris.
7. Remove all trash from the property.

Annual Maintenance Cost: @ _____ = _____

Total Annual Cost: Cemetery \$ _____



F. Community House: 6809 GA HWY 123

1. Mow all lawn and grassy areas every other Thursday or Friday, during grass-growing season. This includes the ball field and any other structures that might be erected on the property.
2. Mechanically edge all sidewalks, curbs and bed lines
3. Blow all paved areas of grass clippings, leaves and debris.
4. Remove all leaves and debris from the property.
5. Keep shrubbery trimmed properly at all times.
6. Ornamental trees and shrubs trimmed once a year (Crape Myrtles, etc.)
7. Keep rows between plots free of weeds and debris.
8. Remove all trash from the property.

Annual Maintenance Cost: _____ @ _____ = _____

Total Annual Cost: \$ _____
Community House



G. Water Tank, Adjacent Buildings, All Pump Houses

1. Mow all lawn and grassy areas every Thursday or Friday, during grass-growing season.
2. Mechanically edge all sidewalks, curbs and bed lines
3. Blow all paved areas of grass clippings, leaves and debris.
4. Remove all leaves and debris from the property.
5. Remove all trash from the property.

Annual Maintenance Cost:

@ _____ = _____

**Total Annual Cost: Water Tank,
Adjacent Buildings, All Pump
Houses**

\$ _____



RFP- LANDSCAPE MAINTENANCE PROGRAM
TOWN OF MITCHELL, GEORGIA

H. City Limit Welcome Signs & Fire Hydrants

1. Mow all lawn and grassy areas every Thursday or Friday, during grass-growing season.
2. Maintain areas around signs, keeping signs free of weeds and overgrowth.
3. Mechanically edge around signs.
4. Mechanically edge around all fire hydrants, keeping shut-off valves clear so they are always accessible.
5. Remove all grass clippings, leaves and debris from the property. Do not blow into road or storm drains.
6. Keep shrubbery trimmed properly at all times.
7. Keep planting beds free of weeds and debris.
8. Remove all trash from the property.

Annual Maintenance Cost: @ =

Total Annual Cost: City Limit Welcome Signs & Fire Hydrants \$

ANNUAL BID SUMMARY:

A. City Hall	\$_____
B. City Streets & Sidewalks	\$_____
C. Park	\$_____
D. Depot	\$_____
E. Cemetery	\$_____
F. Community House	\$_____
G. Water Tank, Adjacent Buildings, All Pump Houses	\$_____
H. City Limit Welcome Signs & Fire Hydrants	\$_____

Total Annual Contract (BASE BID) \$_____

Quantities:

The contractor shall be responsible for determining the appropriate quantities of each of the areas listed above.

Base Bid (lump annual sum)

_____ Dollars (\$_____)

PROPOSAL INCLUSIONS: The Request for Proposal documents shall be returned in their entirety, with all applicable portions fully completed by the Contractor. Specifically, each Offeror’s proposal shall include the following proposal (FORMS) requirements:

- Landscape Maintenance Statement of Work (including Civil Litigation History and three references)
- Contractor Identification Form
- Declaration for the Proposer Form
- Non-Collusion Declaration Form
- Pricing and Schedule of work completion
- Certificate(s) of Insurance or Letter of Compliance (to be provided by Contractor’s Insurance Carrier)

AWARD/SELECTION CRITERIA: The Town anticipates selecting a Contractor for award of contract based on evaluation of the following criteria;

- 90% Proposed Pricing Schedule (Total Annual Base Bid)
- 10% Representation from references

RFP- LANDSCAPE MAINTENANCE PROGRAM
TOWN OF MITCHELL, GEORGIA

In accordance with the foregoing, the undersigned proposed to furnish the items listed for the prices stated.

The Proposer agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineate, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bidfor the various items scheduled.

The Proposer further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed.

COMPANY

DATE

SIGNATURE

TITLE

INSTRUCTIONS TO PROPOSERS

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. **PROPOSAL:**

- a. Have you submitted all items of the proposal? _____
- b. Is proposal properly signed and dated with original signatures? _____

2. **CONTRACT COMPLIANCE:**

- a. Have you completed the non-collusion affidavit? _____
- b. Is the non-collusion affidavit properly signed by a Company Officer? _____
- c. Have you examined and understand the requirements and forms to be furnished on the project? _____

3. **PROPOSAL INCLUSIONS**

Have you submitted all of the forms, pricing and company information as requested? _____

4. **REFERENCES**

Did you submit your references? _____

RFP- LANDSCAPE MAINTENANCE PROGRAM
TOWN OF MITCHELL, GEORGIA

LANDSCAPE MAINTENANCE STATEMENT OF WORK
(Civil Litigation History/References)

COMPANY: _____

1. Has the company incurred any citations due to previous landscape programs? No _____
Yes _____ (if yes, explain)

2. Has the company incurred any penalties due to previous landscape programs? No _____
Yes _____ (if yes, explain)

3. Has the company experienced any terminated contracts due to previous landscape programs? No _____ Yes _____ (if yes, explain)

4. Has the company incurred any legal proceedings due to previous landscape programs? No _____ Yes _____ (if yes, explain)

5. Has the company incurred any liquidated damages due to previous landscape programs? No _____ Yes _____ (if yes explain)

6. List references related to the landscape maintenance programs that the company has performed.

d. _____
Company Contact Person Telephone Number

e. _____
Company Contact Person Telephone Number

f. _____
Company Contact Person Telephone Number

I hereby declare under penalty of perjury the foregoing is true and correct to the best of my knowledge, and executed on the following date _____.

Original Signature: _____

GENERAL PROVISIONS

The Town of Mitchell, Georgia hereby extends an invitation to submit a proposal in accordance with this document, to provide labor and or and materials for the designated purchase. Furthermore the Town makes no representation that any agreement will be awarded to any firm responding to this request. There is no expressed or implied obligations for the Town to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the Town of Mitchell shall become property of the Town. **The contractor that is awarded the contract will not be allowed to sub-contract chemical applications.**

Section 1. PRICES

The proposal shall state the total cost for the product and/or service as specified in this document.

Section 2. SUBMISSION OF PROPOSAL

Proposals shall be submitted on the FORMS provided by the Town and shall be enclosed in a sealed envelope, marked and addressed as directed. If the proposal is made by an individual, it shall be signed, with an original signature, and his full name and address shall be given; if it is made by a firm, it shall be signed with an original signature, with the co-partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal or telegraphic modification of the proposal will be considered. Include all e-verify forms.

Blank spaces in the proposal shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection.

Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in this document. A proposer may withdraw their proposal before the hour fixed for opening bids without prejudice to themselves by submitting a written request to the City Clerk for its withdrawal and the proposal will be returned to him/her unopened when reached in the procedure of opening bids.

No proposals may be withdrawn after the hour fixed for opening bids. No proposal received after the time named or at any place other than the place stated in the Invitation to Submit Proposals will be considered. All proposals will be opened and declared publicly.

The proposal should be identified as follows: Sealed and addressed to the Office of the Town Clerk, Town of Mitchell, P.O. Box 32,12152 Main Street, Mitchell, GA 30820.

The sealed envelope shall be plainly marked with the name and address of the bidder and bear the words: "**Landscape Maintenance Contract**"

RFP- LANDSCAPE MAINTENANCE PROGRAM
TOWN OF MITCHELL, GEORGIA

Bidders, their representatives, and others interested are invited to be present at the opening.

The Town reserves the right to waive any informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the lowest responsible bidder as the interest of the Town may require. Each firm is responsible for the timely delivery of any response. Additionally, the Town will not be responsible for the delivery of any proposal to the wrong address or Town department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely bid of a proposal.

Section 3. PAYMENT TERMS

Standard payment shall be made by the Town monthly after work has been completed and the Town is satisfied with the work completed. The invoices shall be sent to Sara Simmons, Town of Mitchell, P.O. Box 32, Mitchell, GA 30820 with each area listed A-I delineated separately.

Section 4. REQUEST FOR INFORMATION

Firms shall include all information and documents to describe the vendor's experience.

Section 5. AWARD/SELECTION CRITERIA: The Town anticipates selecting a Contractor for award of contract based on evaluation of the following criteria;

- 90% Proposed Pricing Schedule as well as completion date
- 10% Representation from references

Section 6. INSURANCE REQUIREMENTS

Firm must have a current Contractor's Public Liability Insurance policy and must be insurable in the following amounts: Bodily injury, including death limits of \$1,000,000 for each accident.

Certificate(s) of Insurance or Letter of Compliance (to be provided by Contractor's Insurance Carrier) must be included with proposal.

Section 7. INDEMNIFICATION

Vendor shall indemnify and hold harmless the Town and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active, sole negligence, or willful misconduct of the Town.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which consultant has agreed to indemnify Indemnities as provided above, vendor, upon notice from Town, shall defend Indemnities at vendor's expense by counsel acceptable to Town, such acceptance not to be unreasonably withheld.

Section 8. EXECUTION OF AGREEMENT

A bidder to whom award is made shall furnish all goods and or services all in accordance with the provisions here. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the proposer whose proposal is next most acceptable to the Town. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in Georgia.

Section 9. RIGHT OF TOWN TO WITHHOLD PAYMENT

The Town may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the Town from loss as a result of:

- A. Defective materials not remedied in accordance with provisions of specifications;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; Whenever the Town shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the Town will pay to the vendor, within thirty-five (35) calendar days, the amount so withheld.

Section 10. CHOICE OF LAW/VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of Georgia.

Section 11. SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all material, tools, equipment, labor, supplies, and manufactured articles for the referenced landscape maintenance program.

Section 12. EXECUTION OF CONTRACT

The contractor selected will be required to comply with any and all federal, state and local laws, rules and regulations in the performance of the work described herein, specifically including but not limited to compliance with the Georgia Security and Immigration Reform Act.

A bidder to whom award is made shall execute a written contract with the Town and furnish good and approved bonds, if required in the Special Provisions all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, the bid bond, check or cash guaranty shall become the property of the Town, the award will be annulled and, in the discretion of the Town, an award may be made to the bidder whose proposal is next most acceptable to the Town. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in Georgia and of the authority of the officer signing the contract and bonds for the corporation to so sign.

Section 13. TERMINATION OF CONTRACT

The Town and Contractor reserve the right, at its own option and without grounds or reason therefore, to terminate the agreement entered into pursuant to this bidding procedure at any time, provided the party gives written notice thirty (30) days prior to the effective date of any termination. In the event such notice is given, the Town nor Contractor shall incur no further obligation or liability for services rendered after such notice has been given.

RFP- LANDSCAPE MAINTENANCE PROGRAM
TOWN OF MITCHELL, GEORGIA

COMPLETED DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL. ANY PROPOSALS RECEIVED WITHOUT COMPLETED DOCUMENTS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD OF CONTRACT

CONTRACTOR IDENTIFICATION FORM

1. Legal name of Contractor _____

2. Contractor's Street Address _____

3. Contractor's Mailing Address _____

4. Contractor's Business Phone _____

5. Contractor's Fax Number _____

6. Contractor's E-mail Address _____

7. Type of Contractor _____

Sole Proprietor Partnership Corporation Other

If corporation, please indicate State where incorporated _____

8. Business License number issued by the Town where the Contractor's principal place of business is located.

9. Contractor Federal Tax Identification Number _____

10. Contractor's Project Manager _____

DECLARATION FOR THE PROPOSERS FORM

I declare that I am an authorized agent or officer of the organization submitting this proposal and in such, I am empowered to submit this proposal on behalf of (organization):

_____.

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

NON-COLLUSION DECLARATION FORM

The undersigned hereby declares and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with the contract described below.

(Full description of contract):

I declare under penalty that the foregoing is true and correct to the best of my knowledge.

Executed at _____, Georgia on

_____ 20__.

Signature of Bidder