

**REQUEST FOR PROPOSAL PACKET**

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

**Tree Trimming and Removal Services  
 RFP #2019-001**

This request for proposal packet incorporates the following documents:

**Tree Trimming and Removal Services Agreement..... 2**  
**Agreement and Scope of Work Clarifications..... 8**  
**Attachment A – Scope of Work ..... 9**  
**Exhibit A – Main Street..... 13**  
**Exhibit B – Washington Street ..... 14**  
**Exhibit C – Warren Street ..... 15**  
**Exhibit D – Highway 123..... 16**  
**Attachment B – Cost Proposal Form ..... 18**  
**RFP Supplement A – Instructions to Contractors..... 25**  
**RFP Supplement B – Proposal Requirements..... 28**  
**RFP Supplement C – Contractor Acknowledgement..... 30**  
**RFP Supplement D – Proposal Evaluation Criteria ..... 31**

**Key Dates**

Request for Proposals Issued .....October 28, 2019  
 Contractor Inquiries .....5:00 PM on November 18, 2019  
 Town Response ..... 5:00 PM on November 25, 2019  
 Due Date for Proposals ..... 5:00 PM on December 9, 2019  
 Bid Opening..... 7:00 PM on December 9, 2019

## **Tree Trimming and Removal Services Agreement**

This Agreement (“Agreement”) is made by and between the **Town of Mitchell**, 12152 Main Street, Mitchell, GA, and

**Contractor Name:** \_

**Contractor Address:** \_

(“Contractor”). The parties agree as follows:

### **1. Contractor Services**

Contractor shall provide to the Town of Mitchell the services, products and supplies as described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the Town of Mitchell that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to the Town of Mitchell that all products and supplies used in conjunction with the services provided under this Agreement shall be of acceptable quality and quantity to the Town of Mitchell.

### **2. Payment**

The Town of Mitchell shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

### **3. Term of Agreement**

The term of this Agreement begins upon signature by both parties and remains in effect through March 31, 2020 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing.

### **4. Termination of Agreement**

The Town of Mitchell may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days’ written notice to Contractor.

### **5. Insurance Requirements**

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Georgia. All coverages shall be with insurance carriers acceptable to the Town of Mitchell.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the Town of Mitchell. Contractor shall be responsible to the Town of Mitchell for all costs resulting from both financially unsound insurance companies selected by Contractor and

their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Georgia or have the State of Georgia listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. General Liability Insurance: Contractor shall procure and maintain during the life of this contract, General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Georgia No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Proof of Insurance Coverage: Upon execution of this contract and at least seven (7) business days prior to commencement of services under this Agreement, Contractor shall provide the Town of Mitchell with a copy of their Worker's Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, the Town of Mitchell reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by the Town of Mitchell. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to the Town of Mitchell at least ten (10) days prior to the expiration date.

## **6. Reporting and Review**

Contractor shall report to the Town of Mitchell as required by this Agreement and also upon request. Contractor shall cooperate and confer with the Town of Mitchell as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by the Town of Mitchell. The Town of Mitchell may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the Town of Mitchell may review any of Contractor's internal records, reports or insurance policies.

## **7. Indemnification**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the Town of Mitchell and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the Town of Mitchell, in connection with or

in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

#### **8. Independent Contractor**

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the Town of Mitchell for any purpose, and shall not be entitled to any fringe benefits of the Town of Mitchell, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the Town of Mitchell against such liability.

#### **9. Subcontracting**

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the Town of Mitchell unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between Town of Mitchell and Contractor shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

#### **10. Town Employees**

Contractor shall not hire any Town of Mitchell employee to perform any of the services covered by this Agreement without written authorization from the Town of Mitchell.

#### **11. Default**

In the event of default by Contractor, the Town of Mitchell may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

#### **12. Endorsement Prohibition**

Contractor shall not use in any form or medium the name of the Town of Mitchell, or supportive documentation or photographs of Town of Mitchell projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the Town of Mitchell.

**13. Compliance with Laws**

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA requirements, and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the Town of Mitchell against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

**14. Nondiscrimination**

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

**15. Equal Opportunity Employer**

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

**16. Confidentiality**

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the Town of Mitchell, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the Town of Mitchell.

**17. Contractor Personnel**

Contractor employees may be subject to an approved criminal background check prior to entering Town of Mitchell property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

**18. Amendment**

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

**19. Binding Effect**

This Agreement is binding upon and shall inure to the benefit of Contractor and the Town of Mitchell and their respective legal representatives, successors and authorized assigns.

**20. Waiver**

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

**21. Counterparts**

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**22. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this

Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

**23. Section Titles**

Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

**24. Choice of Law and Forum**

This Agreement is governed by and interpreted according to the laws of the State of Georgia. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Mitchell, Georgia.

**25. Debarment or Suspension Status**

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

**26. Conflicts of Interest**

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform the Town of Mitchell regarding same.

**27. Anti-Collusion Statement**

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the Town of Mitchell are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

**28. Entire Agreement**

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Tree Trimming and Removal Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – Town of Mitchell’s Scope of Work issued with RFP on 10/28/19
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Acknowledgement received and opened by Town of Mitchell on 12/09/19
6. Attachment D-Proposal Evaluation Criteria (left blank by Contractor)

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

CONTRACTOR:

TOWN:

Sign: \_\_\_\_\_

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

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

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

Sign: \_

Name: \_ Scott V. Lamb

Title \_ Mayor, Town of Mitchell

Date: \_

## **Agreement and Scope of Work Clarifications**

Contractor questions and the Town of Mitchell's responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the Town of Mitchell.

The Town of Mitchell will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Contractor prior to incorporating them into this Agreement.



## Attachment A – Scope of Work

### 1. SUMMARY OF WORK

1.1 The Town of Mitchell has identified 60 trees on Town of Mitchell streets that need trimming or removal with or without stump grinding as follows:

Street Name	Tree Trimming	Tree Removal	Tree Removal with Stump Grinding
Main Street	1		
Washington Street	17		4
Warren Street	18		
Highway 123	1		4
Jefferson Street	10		
Griffin Chapel Road	5		
<b>Total Trees</b>	<b>52</b>		<b>8</b>

1.2 Exhibits A through D contain detailed maps, with addresses of each road identifying the location of each tree that needs trimming, removal or removal with stump grinding.

1.3 Each tree has been physically marked with orange ribbon.

1.4 Work is to be completed before March 31, 2020.

### 2. SCOPE OF SERVICES

Contractor must carry out all work according to the following specifications.

#### 2.1 **General Conditions**

2.1.1 Contractor will remove all debris and trash generated in performing the work under this contract from each site on a daily basis. Disposal of these materials, chipped or not, is the Contractor's responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws.

2.1.2 Following trimming or removal, all streets, driveways, sidewalks and paths must be swept clean.

2.1.3 Existing facilities, including grounds, structures, utilities, road amenities, trees, landscaping and so forth shall be protected by the Contractor. Any damage to existing facilities shall be reported to the Town of Mitchell on the day such damage occurs. Contractor shall promptly repair damage with like materials when ordered to do so by the Town of Mitchell at Contractor's expense. All repairs of damage to existing facilities shall be made to the satisfaction of the Town of Mitchell. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.

- 2.1.4 Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Town of Mitchell. The Contractor shall inform the Town of Mitchell of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Town of Mitchell, the Town of Mitchell reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor.

## **2.2 Safety Requirements**

- 2.2.1 The contractor shall block off work areas from vehicular and pedestrian traffic while conducting work and remove temporary signs and barriers as soon as work is completed.
- 2.2.2 Prior to cutting, the contractor shall identify all overhead wires and guy wires to avoid damage to utilities.
- 2.2.3 Under no circumstances shall a work area be left in unsafe conditions. Before leaving a site unattended for any period of time the following must be addressed:
- The main access road(s) entering and/or exiting a tree removal area must be cleared to allow for access by emergency vehicles.
  - All hangers, spring poles, and/or leaners, or any other falling hazard, must be completely felled before the end of each work day.
  - All trees which have been cut, even partials or minor cuts, must be felled.
- 2.2.4 Under no circumstances shall logs from trees be left for the public and adjacent homeowners to collect.

## **2.3 Tree Trimming Specifications**

Where a tree is marked for trimming, Contractor shall:

- 2.3.1 Cut all dead, diseased or broken limbs greater than 1-1/2 inches in diameter from the marked tree.
- 2.3.2 Pruning cuts shall be clean and smooth; leaving the bark at the edge of the cut firmly attached to the wood. A three-cut process, sometimes known as “jump-cutting”, shall be used to remove larger limbs in order to avoid stripping or tearing of the bark, and to minimize unnecessary wounding.
- 2.3.3 All cuts should be made sufficiently close to the parent limb or trunk without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- 2.3.4 Remove all trimmed branches and limbs from the site.
- 2.3.5 Climbing harness or aerial lift bucket may be used for tree trimming work.

## **2.4 Tree Removal Specifications**

Where a tree is marked for removal Contractor shall:

- 2.4.1 Remove the tree without damaging any surrounding trees, utilities or structures.
- 2.4.2 Leave stumps with flat surface made by a single horizontal cut no higher than twelve (12) inches above the surrounding ground surface.
- 2.4.3 Remove all trunks, treetops, branches and limbs from the site.

## **2.5 Stump Grinding Specifications**

Where a tree is marked for stump grinding, in addition to removing the tree per the tree removal specifications in Section 2.3, Contractor shall:

- 2.5.1 Grind the remaining stump to a minimum depth of eight (8) inches from surrounding grade or deeper if necessary to completely sever the roots from the main root mass.
- 2.5.2 All surface roots and / or raised areas from the root flare shall be ground out or leveled and filled to match the surrounding grade.
- 2.5.3 Grinding debris resulting from the stump grinding process shall be removed from the hole and cannot be used as fill.
- 2.5.4 Holes where stumps have been ground out and any other areas disturbed by Contractor's activities or equipment shall be backfilled and smoothed to the level of the adjoining grade with pulverized black dirt (topsoil).
- 2.5.5 The Contractor shall supply its own topsoil for backfilling which shall be of sufficient quality to support grass cover and contain no debris (glass, sawdust, large rock etc.)
- 2.5.6 Backfilling of holes shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to ensure public safety.
- 2.5.7 The topsoil shall be properly leveled and compacted to ensure minimum settlement of the backfill material.
- 2.5.8 The Contractor shall grass seed backfilled areas and any other areas disturbed by the Contractor's activities or equipment.
- 2.5.9 Grass seed shall be equal or comparable to existing grass.
- 2.5.10 Contractor shall cover seeded areas with a quarter (1/4) inch of topsoil.

## **2.6 Scheduling**

2.6.1 All non-emergency work is to be scheduled at least five (5) business days in advance and coordinated through:

Sara Simmons

Town Clerk

(706) 598-2004

[mitchelltownof@bellsouth.net](mailto:mitchelltownof@bellsouth.net)

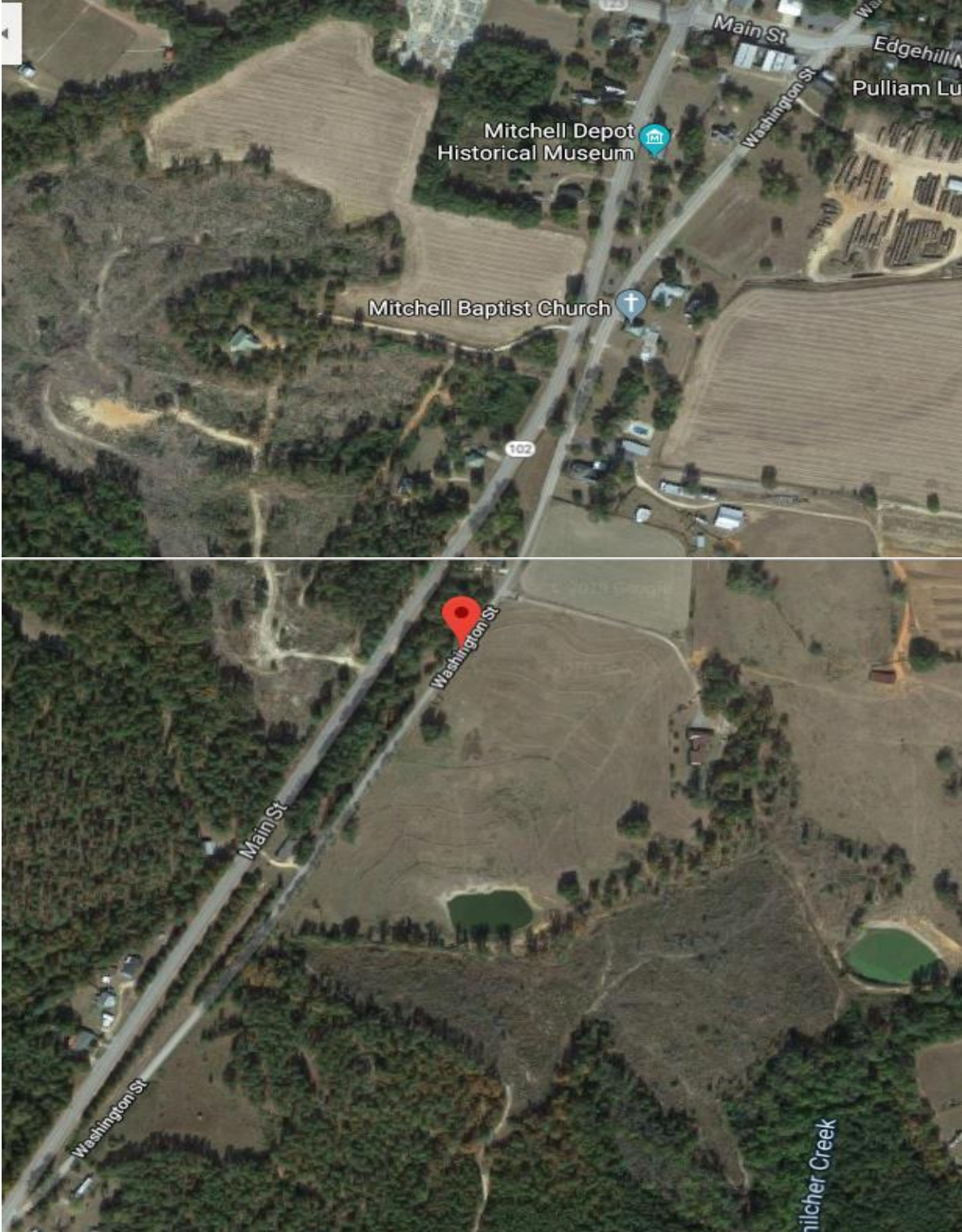
**Exhibit A – Main Street**

Main Street  
Mitchell, GA 30820



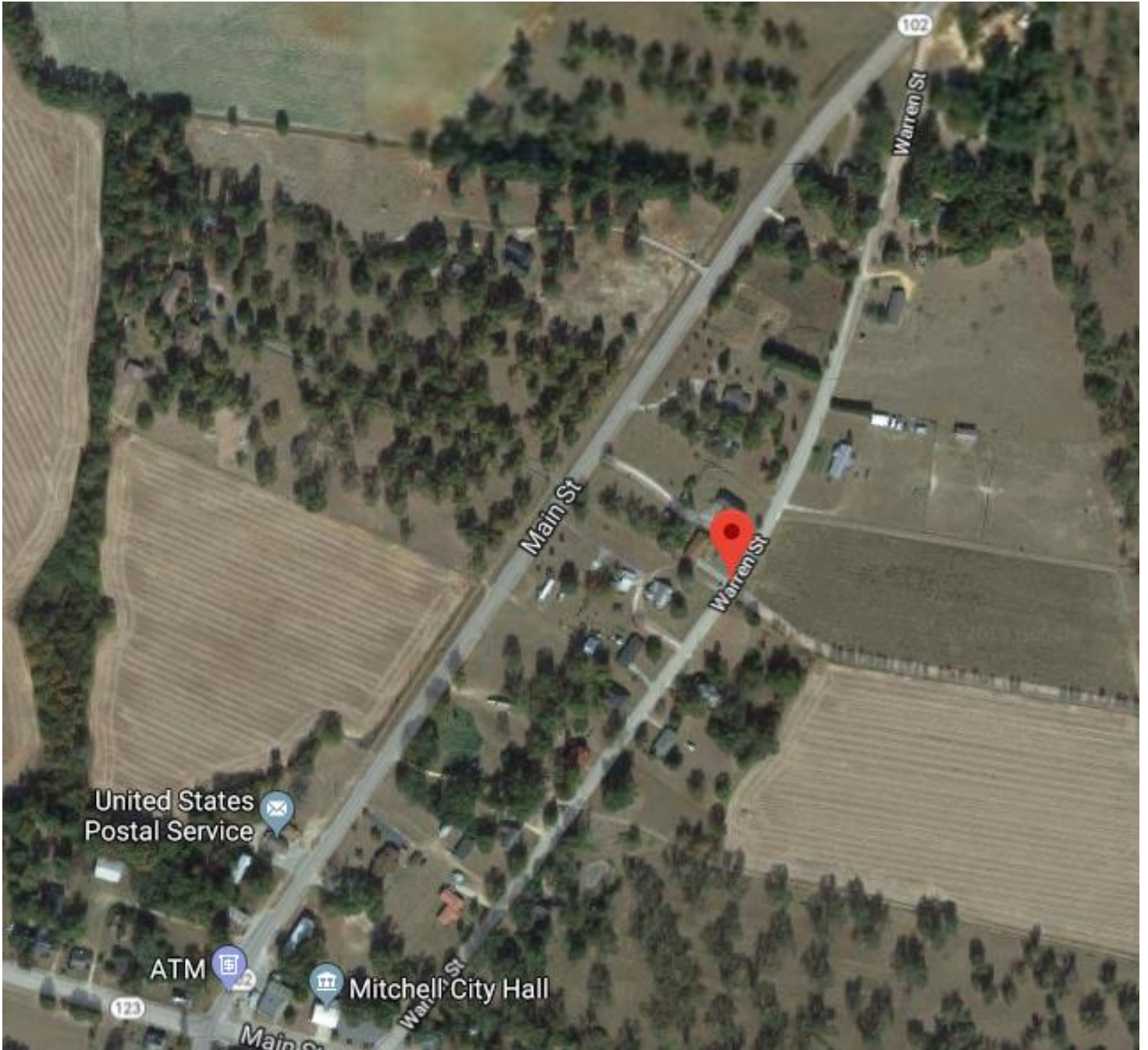
## Exhibit B – Washington Street

Washington Street  
Mitchell, GA



**Exhibit C – Warren Street**

Warren Street  
Mitchell, GA



**Exhibit D – Highway 123**

Highway 123  
Mitchell, GA





## **Attachment B – Cost Proposal Form**

### **2. COST PROPOSAL**

Unless otherwise noted by the Contractor on this Cost Proposal Form, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal Form taking the following into consideration:

#### **2.1 Taxes**

The Town of Mitchell is exempt from Federal Excise Tax and Georgia Sales Tax and these shall not be included in this cost proposal, invoiced or charged to the Town of Mitchell.

#### **2.2 Invoices:**

All invoices must reference contract #2019-001, itemize services rendered and be sent to:

Town of Mitchell  
P.O. Box 32  
Mitchell, GA 30820

#### **2.3 Cost Tables**

Once completed, the cost tables on the following pages shall establish the pricing to be charged unless otherwise negotiated in writing.

**Cost Table A: Main Street**

Tree #	Remove Tree	Remove Tree - Grind Stump	Trim Tree	Fell Tree - Pile Limbs	Itemized Cost - for Listed Tree
1			X		\$
Subtotal for Main Street					\$

**Cost Table B: Washington Street**

Tree #	Remove Tree	Remove Tree - Grind Stump	Trim Tree	Fell Tree - Pile Limbs	Itemized Cost - for Listed Tree
2			X		\$
3			X		\$
4			X		\$
5			X		\$
6			X		\$
7		X			\$
8		X			\$
9		X			\$
10		X			\$
11			X		\$
12			X		\$
13			X		\$
14			X		\$
15			X		\$
16			X		\$
17			X		\$
18			X		\$
19			X		\$
20			X		\$
21			X		\$
22			X		\$
Subtotal for Washington Street					\$

**Cost Table C: Warren Street**

Tree #	Remove Tree	Remove Tree - Grind Stump	Trim Tree	Fell Tree - Pile Limbs	Itemized Cost - for Listed Tree
23			X		\$
24			X		\$
25			X		\$
26			X		\$
27			X		\$
28			X		\$
29			X		\$
30			X		\$
31			X		\$
32			X		\$
33			X		\$
34			X		\$
35			X		\$
36			X		\$
37			X		\$
38			X		\$
39			X		\$
40			X		\$
<b>Subtotal for Washington Street</b>					\$

**Cost Table D: Highway 123**

Tree #	Remove Tree	Remove Tree - Grind Stump	Trim Tree	Fell Tree - Pile Limbs	Itemized Cost - for Listed Tree
41		X			\$
42		X			\$
43		X			\$
44		X			\$
45			X		\$
Subtotal for Highway 123					\$

**Cost Table E: Jefferson Street**

Tree #	Remove Tree	Remove Tree - Grind Stump	Trim Tree	Fell Tree - Pile Limbs	Itemized Cost - for Listed Tree
46			X		\$
47			X		\$
48			X		\$
49			X		\$
50			X		\$
51			X		\$
52			X		\$
53			X		\$
54			X		\$
55			X		\$
<b>Subtotal for Jefferson Street</b>					\$

**Cost Table F: Griffin Chapel Road**

Tree #	Remove Tree	Remove Tree - Grind Stump	Trim Tree	Fell Tree - Pile Limbs	Itemized Cost - for Listed Tree
56			X		\$
57			X		\$
58			X		\$
59			X		\$
60			X		\$
Subtotal for Griffin Chapel Road					\$

GRAND TOTAL FOR ALL TREES IN ALL LISTED ROADS NOT TO EXCEED:	\$
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**2.4 Cost Proposal Certification**

Bid is firm for \_\_\_\_\_ days (45 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	
Contractor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Representative Title:	



## **RFP Supplement A – Instructions to Contractors**

### **3 HOW TO PARTICIPATE IN THE CONTRACTING PROCESS**

Contractors interested in responding to this Request for Proposal (RFP) must follow the bidding process outlined below. The Town will not reimburse firms for any expenses incurred in preparing and submitting proposals in response to this RFP. Copies of this RFP in Microsoft Word format are available upon request. Should prospective contractors require further information or clarification, contact the Town's Project Management Specialist at [mitchelltownof@bellsouth.net](mailto:mitchelltownof@bellsouth.net). All deadlines are Eastern Standard Time.

#### **3.1 Proposal and Contract Examination**

Before submitting a proposal, contractors should carefully examine the entire RFP packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and conditions herein, unless noted in the proposal submitted by the Contractor and affirmed in any final agreement by the Town of Mitchell.

#### **3.2 Site Visits – Self-guided**

Contractor should independently visit each site to review the scope of work and confirm measurements to accurately estimate the materials and labor required. All sites are open for inspection from dusk to dawn, seven days a week. During self-guided site visits if Contractors have any questions regarding the scope of work or identify additional needs, these should be noted and sent to the Town of Mitchell, ideally with a photo requesting clarification according to the instructions in Section 5.3.

#### **3.3 Contractor Inquiries – due by 5:00 p.m. on 11/18/19.**

Should a contractor find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process, they should bring such questions in writing to the attention of:

Sara Simmons-Town Clerk  
Town of Mitchell  
12152 Main Street  
P.O. Box 32  
Mitchell, GA 30820  
[mitchelltownof@bellsouth.net](mailto:mitchelltownof@bellsouth.net)

#### **3.4 Town Response – posted by 5:00 p.m. on 11/25/19.**

The Town will compile and review all questions received from contractors and post responses to the Town website as an RFP Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. Town will not be responsible for any oral instructions.

### **3.5 Proposal Submission – due by 5:00 p.m. on 12/09/19.**

Contractors are required to submit proposals in a sealed envelope, mailed or delivered to:

Sara Simmons-Town Clerk  
Town of Mitchell  
12152 Main Street  
P.O. Box 32  
Mitchell, GA 30820

The outside of the envelope should show the Contractor's company name as a return address and include the words **RFP #2019-001 Tree Trimming and Removal Services**. It is the sole responsibility of Contractor to ensure that the proposal reaches Town of Mitchell by the specified deadline.

### **3.6 Bid Opening – at 7:00 p.m. on 12/09/19.**

All proposals received will be publicly opened at City Hall, 12152 Main Street, Mitchell, GA 30820. Contractors may be present, but attendance is optional. Proposals will be reviewed at this Bid Opening.

### **3.7 Withdrawal of Proposals**

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the town clerk prior to the specified time of opening. Formal proposals, amendments thereto, or requests for withdrawal of proposals received by the town clerk after time specified for bid opening will not be considered.

### **3.8 Freedom of Information Act**

Information submitted by a Contractor in a proposal and any resulting contract is subject to the Georgia Freedom of Information Act and may not be held in confidence by the Town of Mitchell after a proposal is opened or contract awarded. All proposals shall be available for review after Town of Mitchell staff has evaluated them.

## **4 CONSIDERATIONS FOR THE COST PROPOSAL**

### **4.1 Discounts and Incentives**

The Town of Mitchell will consider discounts and other pricing incentives in each individual bid prior to determining the successful contractor.

### **4.2 Quantities**

The quantities or usage specified on the Cost Proposal Form are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the Town of Mitchell as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Contractor's information only and will be used for bid tabulation and cost comparison. The Town of Mitchell reserves the right to increase or decrease quantities until contract is finalized.

### **4.3 Bidding on Equivalent Products**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade or quality of material only. Since the Town of Mitchell does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the contractor's responsibility to name such a product within the bid, and to prove to the Town of Mitchell that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The Town of Mitchell shall be the sole judge concerning the merits of bids submitted.

## **5 PROPOSAL EVALUATION AND CONTRACT AWARD**

In evaluating proposals and awarding contracts, the Town of Mitchell will use the following process:

### **5.1 Proposal Evaluation**

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement D – Proposal Evaluation Criteria. Compiled scores from all eligible bids will form the basis for recommending a contract award.

### **5.2 Supplemental Information**

During the evaluation process, the Town of Mitchell reserves the right to request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.

### **5.3 Contract Finalization**

Should any material changes to the Agreement, Scope of Work or Contractor's Proposal need to be clarified or negotiated, a revised agreement may be drafted and sent to Contractor for signature.

### **5.4 Contract Award**

Once finalized, an agreement will be processed for final approval and award by the necessary Town of Mitchell authority. Upon award, Contractor will be contacted to plan and schedule work.

Notification of award will be posted to the Town of Mitchell's website along with a bid tabulation. Notification letters will also be sent to each contractor that submitted a proposal.

### **5.5 Rejection of Proposals**

The Town of Mitchell reserves the right to reject any and all proposals or to accept the proposal or any part thereof which it determines to best serve the needs of the Town of Mitchell and to waive any informalities or irregularities in the proposals. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

## **RFP Supplement B – Proposal Requirements**

### **6 PROPOSAL REQUIREMENTS**

#### **6.1 General Instructions**

Before submitting a proposal, Contractor should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a response constitutes Contractor's understanding of the contents of this RFP.

Any erasures or corrections to this RFP packet or the Contractor's proposal must be initialed in ink by Contractor. The Agreement and Cost Proposal Form must be typed into or filled out with pen and ink and be signed in longhand, in ink, by the principal authorized to make contracts.

#### **6.2 Town Agreement**

Please sign the Town of Mitchell's Tree Trimming and Removal Services Agreement so this contract can be fully executed by the Town of Mitchell should an award be made to your firm.

#### **6.3 Proposal Organization and Length:**

Contractor's proposal and all supporting documentation should be organized and formatted to ensure the Town of Mitchell receives only the most relevant information necessary to select a contractor.

In responding to proposal content requested in Section 9 below, please reference the number and the question before each response and respond in sequence of the questions asked.

#### **6.4 Number of Copies:**

Contractor is asked to submit:

- One (1) complete proposal master document in paper hard copy format (so marked)

### **7 PROPOSAL CONTENT**

#### **7.1 Company Information:**

- 7.1.1 State the legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.
- 7.1.2 Identify the location of the office from which work described here will be managed and the year that office was established if other than above.
- 7.1.3 Provide the contact information (name, title, telephone number and email) for Contractor representative submitting proposal.

- 7.1.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

**7.2 Company Experience:**

- 7.2.1 List the contract work (at least 5 references) performed by your firm in the past three (3) years that is most similar in scope to the work described in this RFP. Reference projects provided should be for non-residential customers and involve the removal of at least 25 trees. Include the following information:

- 7.2.1.1 Name and address of the organization
- 7.2.1.2 Primary contact name, phone number, e-mail address
- 7.2.1.3 Short description of the services your firm provided

These organizations may be contacted by the Town of Mitchell as references.

**7.3 Scope of Work:**

- 7.3.1 Describe the crew (size) and heavy equipment (including vehicles) to be used in performing this work.
- 7.3.2 Assuming contract award by December 9<sup>th</sup>, confirm your ability to complete the scope of work by March 31<sup>st</sup> or propose an alternate date for completion.
- 7.3.3 Note any proposed variances from the Town of Mitchell's scope of work described in Attachment A.

**7.4 Costs:**

- 7.4.1 Complete and certify the Cost Tables in Attachment B – Section 4.3.
- 7.4.2 **Special Note on Costs:** The Town of Mitchell believes it has budgeted sufficient funds to complete the desired work outlined for each road. The roads are listed in order of priority with the intent of completing work in one road before the contractor moves on to the next one. Upon receipt of proposals, if the allocated budget is insufficient to complete the entire scope of work, the Town of Mitchell may allocate additional funds to complete the project, but is not obligated to do so and may reduce the scope of work or postpone some elements instead. Any reductions in the scope of work required by budget constraints will be clarified in the final agreement.

**RFP Supplement C – Contractor Acknowledgement**

**References**

List the contract work (*at least 5 references*) performed by your firm in the past three (3) years that is most similar in scope to the work described in this RFP. Reference projects provided should be for non-residential customers and involve the removal of at least 25 trees.

Name of Organization	Address	Primary Contact Name	Phone Number	Email	Services Provided

**Legal/Disciplinary Action**

Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

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## RFP Supplement D – Proposal Evaluation Criteria

The Town of Mitchell will review and evaluate Contractor’s proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at Town of Mitchell’s discretion.

Contractor may be requested to make additional written submissions or presentations to Town of Mitchell, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

<b>0</b>	-3	-1	<b>5</b>	+1	+3	<b>10</b>
<b>Min. Score</b>	Per Major Concern	Per Minor Concern	<b>Initial Default Score</b>	Per Minor Benefit / Plus	Per Major Benefit / Plus	<b>Max. Score</b>

<b>Submission (failure to meet these requirements may be cause for bid rejection)</b>						
Bid proposal received on time				Yes / No		
Any legal action within the past 5 years				Yes / No		
Contract Agreement Acknowledged				Yes / No		
<b>Scope of Work (Attachment A)</b>		<b>Score (0-10)</b>	<b>Weight</b>	<b>Points</b>	<b>Max. Points</b>	<b>% of Total</b>
9.1	Company Information		x 1 =		10	
9.2	Company Experience		x 3 =		30	
9.3	Scope of Work		x 2 =		20	
	Past Experience with Contractor		x 2 =		20	
	Proposal Quality and Completeness		x 1 =		10	
					<b>90</b>	<b>20%</b>
<b>Cost Proposal (Attachment B)</b>						
Total purchase, installation, maintenance and support costs.					<b>360</b>	<b>80%</b>
<b>GRAND TOTAL</b>						
<b>Total Points</b>					<b>450</b>	<b>100%</b>