



**REQUEST FOR PROPOSALS (RFP) NO. 2020-0019  
LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE**



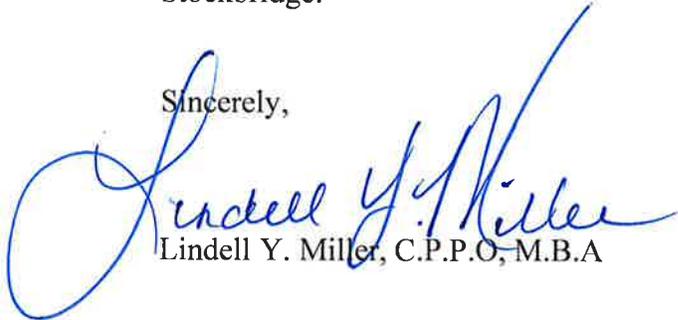
Dear Vendor:

I thank you for your interest in doing business with the City of Stockbridge. We look forward to a very successful procurement process. Please take notice of the response submittal requirements and the required certification checklist outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any changes(s) to this solicitation will be conveyed through the written addenda process. In addition, notification of addenda are posted on the City's website, which is located at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). Please read carefully and follow all instructions provided in the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry website [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) for any changing information prior to their reply.

One of the objectives of the Procurement Division is to provide quality and efficient service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of Stockbridge strives to provide excellent service "while purchasing best for less with the highest level of transparency, efficiency and integrity".

Again, thank you in advance for your continued interest in doing business with the City of Stockbridge.

Sincerely,



Lindell Y. Miller, C.P.P.O., M.B.A

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**REQUEST FOR PROPOSALS (RFP) NO. 2020-0019**  
**LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE**  
**Wednesday, July 1, 2020**

**INTRODUCTION**

**PURPOSE**

The City of Stockbridge (City) requests qualified Contractors with proven track record to maintain grass and landscaped areas, open spaces and mow rights-of-way and medians at various locations, highways, roads and City streets on an as needed basis. The Contractor shall furnish all labor, equipment, transportation, insurance, incidentals and other needed items to perform all work for the landscape and ground maintenance services for City locations listed in this Request for Proposal (RFP).

Work to be performed encompasses general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered also includes but are not limited to;

**1.1 Public Ground Sites: Services will include:**

(1) Mowing; (2) String Trimming; (3) Edging, (4) Litter/Trash removal from the area/grounds to be maintained; (5) Blowing; (6) Herbicide; (7) Aeration; (8) Fertilization; (9) Landscape Maintenance (tree limb pick-up, hedge trimming, tree trimming); (10) Ice/Snow Removal; (11) Special Events. The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in the specifications, evaluation criteria and scope of work, Exhibits, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in the Evaluation Criteria. Based on the results of the evaluation, the City will award the Landscape Maintenance Services for the City of Stockbridge to the most advantageous Proposer based on the evaluation factors and the cost set forth in the RFP.

Landscape Services Location includes, but not limited to the following:

City Hall

- a. City Hall – Fountain Area
- b. Municipal Court
- c. MMCC and Administrative Building
- d. Ted Strickland Community Center

#### Municipal Park

- a. MLK, SR Heritage Trail Streetscape
- b. East Atlanta Road Streetscape
- c. North Henry BLVD Streetscape

#### Historical Markers

- a. Green Front Café
- b. Floyd Chapel Baptist Church

#### Banner Poles

- a. Rock Quarry Road/North Henry BLVD
- b. Walmart/North Henry BLVD

## **1.2 COMMUNITY BACKGROUND**

The City of Stockbridge is in the northern part of Henry County, Georgia which was founded May 15, 1821. Henry county has an area of approximately 331 square miles located in the Piedmont Section of northern Georgia and is surrounded by the counties of Butts, Clayton, DeKalb, Newton, Rockdale and Spalding Counties. Stockbridge, Georgia is just minutes south of Atlanta a straight drive down Interstate 75-South. The City is populated with approximately 30,000 residents.

The City is currently in construction of its City of Stockbridge Amphitheater, it has a relaxed atmosphere, with all the amenities of a major metropolitan area with an attractive lifestyle, and business opportunities. Stockbridge is a highly attractive place to live, work and play.

Stockbridge City Council (City) is the governing authority of the City of Stockbridge. The affairs of the City are conducted by a Mayor and five (5) member City Council. This elected body is responsible for the active coordination of community resources, to meet community needs.

The City Manager, who is appointed by the Mayor and City Council, oversees the day-to-day operations of the City and insures the efficient delivery of City Services. All activities and functions of the City are administered by the City Manager under the jurisdiction of the Mayor and City Council as set forth in State and Local Laws.

SECTION 2.0

**2.1 OBTAINING THE RFP**

This document and supporting documents can be downloaded at the City of Stockbridge Website, <http://www.cityofstockbridge.com/default.aspx> under “Bid Solicitations” and the Georgia Procurement Registry [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

**2.2 PRE-PROPOSAL CONFERENCE**

Due to Covid-19, the Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held via teleconference on Web-EX. Information regarding the meeting will be listed in the “Schedule of Events” of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory; then a representative of the supplier must attend the conference in its entirety to be eligible for contract award.

**2.3 PROPOSAL DUE DATE**

All proposals are due in the Division of Purchasing of City of Stockbridge located in the **City of Stockbridge City Hall, 4640 North Henry Boulevard Stockbridge, GA 30281** on or before August 12, 2020 (**12 Noon**) EDT., legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the City of Stockbridge Purchasing Division. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Each envelope or package on the outside shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0019**  
**LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE**  
City of Stockbridge City Hall  
4640 North Henry Boulevard Stockbridge, GA 30281  
**RFP Due Date: August 12, 2020 (12 noon) EDT**

**2.4 SUBMITTAL REQUIREMENTS**

It shall be the sole responsibility of the Proposer to have his/her proposal/bid submittal delivered to the City of Stockbridge Procurement Division for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, FedEx, the proposer shall be responsible for its timely delivery to the Purchasing Division. **All bids must be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.**

**2.4.1 BID OPENING**

Beginning May 1, 2020, the City of Stockbridge Procurement Division, began conducting bid openings 100% online! For your convenience, bids will be opened and live streamed Wednesday at 12:01 p.m. via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person bid openings.

To view the bid opening, please visit the City of Stockbridge Procurement website at <https://stockbridgega.municipalcms.com/pview.aspx?id=4640&catid=72> and click Join Meeting.

**2.5 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP shall be submitted in writing to the Procurement Division contact person, Lindell Y. Miller, Purchasing Manager at [LMiller@CityofStockbridge-ga.gov](mailto:LMiller@CityofStockbridge-ga.gov), 4640 North Henry Boulevard Stockbridge, GA 30281. Any response made by the City shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

**2.6 REQUEST FOR PROPOSAL “SCHEDULE OF EVENTS”**

Below is the current Schedule of Events, in local time (EDT), that will take place in the procurement process. The City reserves the right to make changes to the schedule as the City determines is in its best interest. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified.

EVENT	DATE
Request For Proposals Issued to Public	<b>Wednesday, July 1, 2020</b>
<b>Pre-Proposal Meeting (Non-mandatory)</b> The Non-Mandatory Pre-Bid Tele-Conference Meeting  <b>Cisco</b> <b>WebEx</b> <a href="https://www.cityofstockbridge.com/pview.aspx?id=4640&amp;catid=0">https://www.cityofstockbridge.com/pview.aspx?id=4640&amp;catid=0</a>	<b>Wednesday, July 8, 2020</b> <b>(10:00 A.M, EDT)</b>
Last Day for Questions to be Submitted	<b>Friday, July 17, 2020</b> <b>(12:00 noon, EDT)</b>
RFP Submittal Due Date	<b>Wednesday, August 12, 2020</b> <b>(12:00 noon, EDT)</b>
<b>Project Manager Events Division – Decius Aaron, Public Works Director</b>	

## **2.7 NO CONTACT DURING THE PROCUREMENT PROCESS**

It is a request of the City that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City Manager’s recommendation to the Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

## **2.8 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the City’s consideration as set forth in this section of this RFP. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **July 17, 2020 (12 Noon) EDT.**, local prevailing time. City reserves the right to post an addendum at any time prior to the bid opening date and it is the responsibility of the proposer to view the City’s website for any all addendum post for specified solicitation. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification nor interpretation, and that the City’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be Submitted in writing via letter or email to the designated Purchasing Representative:

**Purchasing Manager: Lindell Y. Miller**  
**Email: LMiller@CityofStockbridge-ga.gov**

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the City website <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the City. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the City website, <http://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP.

Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## 2.9 PREPARATION OF PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied.
- f. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any

equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration.

- g. Final determination of equivalency will be determined by the City of Stockbridge.
- h. Proposers are required to examine the scope carefully and to make sure they have full understanding of outlined scope.
- i. The City of Stockbridge will not be responsible for proposer's errors or misjudgment, nor for any information or lack of information, on location conditions, and/or general laws and regulations.
- j. Failure of a proposer to be aware of any applicable federal, state, or local regulations shall not excuse compliance, regardless of whether specifically cited in the Contract Documents and Specifications or any related document.

## **2.10 REJECTION AND WITHDRAWAL OF PROPOSALS**

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

## **2.11 PROPOSAL AND CONTRACT DOCUMENTS**

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized

agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Proposer.

## **2.12 EXCEPTIONS AND OMISSIONS**

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

## **2.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

## **2.14 COST INCURRED BY VENDORS**

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

## **2.15 CODES, PERMITS, FEES, LICENSES AND LAW**

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. State Law regarding Worker Verification requires that all who enter a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule

300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City Proposer agrees that in the event the Proposer employs or contracts with any subconsultant(s) in connection with the covered contract, the Proposer will secure from the subconsultant(s) such subconsultant(s) indication of the employee-number category applicable to the subconsultant, as well as attestation(s) from such subconsultant(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the Proposer and will become part of the contract.

## **2.16 SAFETY**

All vendors and subconsultant performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Proposers and subconsultant shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

## **2.17 DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

## **2.18 STATEMENT OF WARRANTY**

A Statement of Warranty should include all applicable manufacturers' warranty and the Proposer's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

## **2.19 NON-COLLUSION**

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 -68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## **2.20 NONDISCRIMINATION**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Proposer, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

## **2.21 DRUG FREE WORKPLACE CERTIFICATION**

By signing the Supply Service Contract form, the Proposer certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Proposer's employees during performance of the contract; and
- b. Each Proposer who hires a subconsultant to work in a drug-free workplace shall secure from that subconsultant the following written certification: "As part of the subcontracting agreement with (Proposer's name), (Subconsultant's name) certifies to the Proposer that a drug-free workplace will be provided for the subconsultant's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The Proposer further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Proposer may be suspended, terminated, or debarred if it is determined that:
  - (1) The Proposer has made false certification hereinabove; or
  - (2) The Proposer has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

## **2.22 GEORGIA SECURITY AND IMMIGRATION ACT**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subconsultants by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Proposer.

**2.23 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM**

Since a contract has been deemed a "public benefit," the Proposer or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The Proposer must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the Proposer is not a U.S. citizen, then the local government must run that Proposer through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

**2.24 DELIVERY AND F.O.B. DESTINATION**

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

**2.25 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)**

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

**2.26 AUTHORITY TO SIGN**

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

## 2.27 PROPOSAL SECURITY AND PERFORMANCE BONDS

No Bond is required.

## 2.28 RFP SUBMITTALS

See all specifications, **Evaluation Criteria and Exhibit I, II, and III** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

## 2.29 EVALUATION PROCESS

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner: The Procurement Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The appropriate department will review the litigation history and the Finance Department will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Procurement Manager Procurement will review the information and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee. All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC and discuss their proposal to illustrate to the Evaluation Committee their approach to the scope of work. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer may vary.

The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

All proposals will be evaluated using the Evaluation Criteria and the detailed scope of services in **Exhibit I**, and requirements throughout this RFP.

## 2.30 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of

submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

### **2.31 CITY'S TAX EXEMPTION**

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

### **2.32 AWARD OF CONTRACT**

- a. The City intends to award the contract for one (1) year with an option to renew for four (4), one (1) year periods. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on them proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

**Responsibility** - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or

investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award.

- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

**Responsiveness** - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

### **2.33 NEGOTIATION AND AWARD**

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

### **2.34 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the City as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

### **2.35 RESERVED RIGHTS**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the City depending on available competition and timely needs of the City. There is no obligation on the part of the City to award the contract to the lowest proposer and the City reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such

investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Proposers failing to include all documents in the submittal package as required by the proposal requirements may cause the proposal to be declared as non-responsive and be rejected. The failure to follow instructions in completing any part of the proposal package may also cause the proposal to be declared non-responsive and be rejected.

### **2.36 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of City shall apply. This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a proposal/Bid in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this solicitation by reference.

### **2.37 CONTROLLING LAW, VENUE**

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

### **2.38 PROPOSER AS INDEPENDENT PROPOSER**

In conducting its business hereunder, Proposer acts as an independent Consultant and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Proposer's employees shall be the sole responsibility of Consultant.

### **2.39 ASSIGNMENT**

The Agreement, in whole or any part hereof, created by the award to the successful Proposer shall not be sold, not be assigned or transferred by Proposer by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Proposer, or with a business entity which is merged or consolidated with Proposer or which purchases a majority or controlling interest in the ownership or assets of Proposer without the prior written consent of the City of Stockbridge.

## **2.40 PERFORMANCE OF CONTRACT**

- a. City reserves the right to enforce the Consultant's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Proposer shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Proposer accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Proposer covenants with the City to utilize the Proposer's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

## **2.41 DEFAULT AND TERMINATION**

### **a. Termination by Consultant**

The agreement resulting from this proposal shall be subject to termination by Consultant in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

### **b. Termination by City**

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.

- (2) Consultant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Proposer and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Consultants' failure to conduct services according to the approved proposal specifications.
- (4) Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Consultant's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Proposer agrees by its proposal submission that the City's decision is final and valid.

**c. Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

**d. Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

## **2.42 INVOICES**

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall  
Finance Department Accounts Payable  
4640 N. Henry Boulevard  
Stockbridge, GA 30281**

## **2.43 PAYMENT**

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

## **2.44 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

## **2.45 ACCURACY OF RFP AND RELATED DOCUMENTS**

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.5 in writing at the following address: City of Stockbridge Purchasing Division City Hall, 4640 North Henry Boulevard, Stockbridge, Georgia, 30281. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.46 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded that they should only contact the person designated by the RFP.

Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the contract. It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions encountered or created, without extra cost to the City.

Each proposer is responsible for any inspections of sites if applicable and for reading and being thoroughly familiar with the contract documents and requirements. The failure or omission of any proposer to so familiarize him/herself shall in no way relieve the proposer from any obligation in respect to his/her proposal.

## **2.47 PUBLIC RECORDS DISCLOSURE:**

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia's Open Records Act.

## **2.48 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **2.49 CITY RIGHTS AND OPTIONS**

- a.** This RFP constitutes an invitation to submit Proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:

- b. This RFP does not obligate the City to select, procure or contract for any services whatsoever.
- c. The City reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- d. The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the City.
- e. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the Proposer.
- f. The City reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the City's determination.
- g. The City may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- h. The City reserves the right to waive any technicalities or irregularities in the Proposals.
- i. The City reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- j. The City may request Proposers to send representatives to the City for interviews and presentations.
- k. To the extent deemed appropriate by the City, the City may select and enter discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- l. The City reserves the right to discontinue negotiations with any selected Proposer.
- m. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- n. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the Proposals without further cost to the City

- o. The City may add to or delete from the Project Scope of Service specifications set forth in this RFP.
- p. Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- q. Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- r. The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- s. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **2.50 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer.

In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered in connection with developing the Proposal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

## **2.51 TERMINATION OF NEGOTIATIONS**

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

## **2.52 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the City of Stockbridge Purchasing Division, Respondent's maybe required to

submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

## **2.53 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Finance Director or designated representative.

## **2.54 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request For Proposals is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act.

All bidders/proposers intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: [HTTPS://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

## **2.55 AUTHORIZATION TO TRANSACT BUSINESS**

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

**2.56 PAYMENT**

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City’s Authorized Representative of the work / services performed.

**2.57 CERTIFICATE OF ACCEPTANCE**

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

**2.58 CERTIFICATION REGARDING DEBARMENT**

By responding to this RFP, Offeror certifies that neither it nor its subconsultant are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

**2.59 GENERAL REQUIREMENTS**

- a. Proposals may be withdrawn upon receipt of a written request prior to the Stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim.
- b. City of Stockbridge shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be considered in determining acceptability.
- c. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
- d. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days’ notice by the City of such defect, damage or deficiency.
- e. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the City is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

- f. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- g. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Council.
- h. In case of default by the successful Offeror, City of Stockbridge may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- i. All proposals and bids submitted to the City of Stockbridge subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18- 70 et seq.

## **2.60 MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City’s then current fiscal year.

### **a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year January 1, 2020, the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December, 2020. The Commencement Term shall be subject to events of termination and the City’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City’s obligation to make payments provided under this Agreement shall be subject to the City’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City’s governing body and such obligation shall not constitute a pledge of the City’s full faith and credit within the meaning of any constitutional debt limitation.

### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for four (4) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Manager or City Council for the calendar year of such Renewal Term. If approved by the City Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2021 and shall end no later than the 31st day of December 2021. If approved by the City Manager or City

Council, the Second Renewal Term shall begin on the 1st day of January 2022 and shall end no later than the 31st day of December 2022. If the City chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

Remainder Left Blank Intentionally



SECTION 3.0

**3.1 SUBMISSION REQUIREMENTS**

All Proposals, including all attachments, must be received by the City in a sealed package no later than **Wednesday, August 12, 2020 (12:00 Noon) EDT** and must be addressed to:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0019  
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE  
City of Stockbridge, City Hall  
Procurement Division  
4640 N. Henry Blvd., Stockbridge GA 30281**

The Proposal shall consist of all documents listed on the Required Submittal Checklist (Exhibit III), Evaluation Criteria and the Scope of Services listed in Exhibit I. The Proposal shall include proposer information, technical information, business related information, and any Technical Proposal forms requested, sealed, marked and packaged.

The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) NO. 2020-0019  
LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE  
CITY OF STOCKBRIDGE, CITY HALL  
Proposer's Name and Address**

The Request For Proposals (RFP) requirements, responses shall **consist of one (1) signed, original that is marked "ORIGINAL" and five (5) bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive containing a pdf format of the RFP submittal.** Minimum font size of eleven (11) shall be used. All pages shall be single sided.

Failure to submit the RFP response in the manner specified herein or failure to closed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

### 3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the City reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals /firms. To assure consistency, proposals must conform to the format contained herein. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

<b>Evaluation Criteria</b>	<b>Tab Number</b>
<p>The Proposal shall include the appropriate and requested information in enough detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below.</p> <p>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable</p>	
<p><b>Section 1 – Letter of Transmittal</b></p> <ul style="list-style-type: none"> <li>a. The Proposer’s name, mailing address, telephone number and nearest office location.</li> <li>b. Letter of Transmittal. Letter transmitting the Proposal, identifying the team members and providing a designated point of contact, including name, title, address, email address, and telephone and fax numbers of one (1) individual to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. The letter should include a narrative statement of the Consultant’s approach to providing the Services solicited in this RFP</li> <li>c. A statement that the proposal is in response to the RFP for Landscape Maintenance Services for the City Stockbridge.</li> </ul>	<b>Tab 1</b>

<p><b>Section 2 – Executive Summary</b></p> <p>a. Proposer shall submit their approach to the work as it relates to the contract, understanding of the contract’s goals and objectives and a demonstrated understanding of the contract’s potential problems and concerns in a brief executive summary and provide primary local contact person(s) and telephone number(s)</p> <p>b. Total number of company's local full-time employees</p> <p>c. Year company was established</p> <p>d. Description of the company's background and size.</p> <p>e. Description of the company’s corporate structure, including whether the company is under the control of any other corporation or organization. Include the legal status of the organization.</p>	<p><b>Tab 2</b></p>
<p><b>Section 3 – Project Team Qualifications/Qualifications of Key Personnel</b></p> <p><b>Staffing</b></p> <p>a. Proposer shall provide a team/staff whom has a minimum of five (5) years' experience providing landscape maintenance services to a governmental entity that is similar in size and scope as the City of Stockbridge.</p> <p>b. Bidding firm should have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the bidding firm.</p> <p>c. Bidding firm should have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor.</p> <p>d. The Contractor shall provide a Project Manager that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the City’s landscape, plantings and irrigation. The Project Manager must provide</p>	<p><b>Tab 3</b></p>

pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract.

- e. Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project.
- f. The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee. Resumes shall be limited to no more than three (3) pages per person and be organized according to the following:
  - Name and title;
  - Professional Background;
  - Current and Past Relevant Experience;
  - Relevant Training and Education;
  - Courses completed during the past five (5) Years;
  - Previous Work Experience related to landscape services;
- g. Include the role and responsibilities that each key personnel member will perform on this project.
- h. Proposer shall provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location; address, phone number and e-mail addresses; and
- i. Provide details of how Managers/Lead Crew Workers shall use their experience and training to prevent, detect and control adverse conditions. Describe in detail the method to be used for physically inspecting the landscape and properly guiding the maintenance programs.
- a. Proposer shall provide an organizational chart which clearly indicates each discipline, company name, principal-in-charge, Project Manager and Technician(s) assigned with the overall project coordination.

**II. Availability of Key Personnel**

Based on the scope of services, state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and their support team:

- a. Percentage of time key personnel will spend on this project; and

<p>b. Current workload of key personnel.</p> <p>c. Please list contractor's licenses, certifications, and education qualifications as it relates to landscaping, landscape architecture, and landscape design:</p> <p><b>SEE EXHIBIT II DETAILED SCOPE OF SERVICES</b></p>	
<p><b>Section 4 – Past Performance</b></p> <p>Past Performance - Describe proposer’s experience in Landscaping Maintenance Services for the past five (5) years regarding the proposer. Include the following for each project:</p> <ul style="list-style-type: none"> <li>• Project name</li> <li>• Location e. Date of completion (month, year)</li> <li>• Company role and responsibility for the project.</li> <li>• List Proposer’s key personnel involved on the project.</li> <li>• Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active.</li> </ul> <p>Provide names, email addresses and phone numbers of three government customers with comparable volumes and origination types, who have been contracting the services requested in this RFP.</p>	<p><b>Tab 4</b></p>
<p><b>Section 5 – Project Approach/Timeline Plan</b></p> <p>Proposer shall describe their approach in the Landscape Maintenance Services for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the landscape services.</p> <p>Technical Approach/Services:</p> <ol style="list-style-type: none"> <li>a. Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of turf maintenance, irrigation maintenance, tree maintenance and horticultural pest control (Two (2) page maximum)</li> <li>b. Include a listing of the City’s responsibilities and the Responder’s responsibilities required to complete the project; and</li> <li>c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.</li> </ol> <p>Project Management:</p>	<p><b>Tab 5</b></p>

<p>a. Describe how the project will be organized and managed;</p> <p>b. Describe progress for reporting procedures during the project for new employees;</p> <p>c. Include the anticipated use of subcontractors or vendors; and</p> <p>d. Describe the resources necessary to accomplish the purpose of the project.</p> <p>Indicate your strategies for quality control, issue anticipation and resolution throughout the project, your methodology for coordination and issue tracking, as well as any other information you feel is pertinent. This section shall be signed by an authorized representative of the prospective Proposer</p>	
<p><b>Section 6 - Cost Proposal</b></p> <p>a. The cost proposal must be submitted in a separate, sealed envelope with the responder’s name and “Cost Proposal for Request for Proposals No. 2020-0019 for “Landscape Maintenance Service” on the outside of the envelope.</p> <p>b. <b>DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.</b> Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.</p> <p>c. Responders are required to submit their costs on <i>Cost Proposal Forms</i> <b>Responder shall not alter the cost proposal form.</b></p>	<p><b>Tab 6</b></p>
<p><b>Section 7 - Location</b></p> <p>Identify the office location responsible for this project. Supply legal firm name, headquarters address, local office addresses, satellite offices and warehouse addresses, if applicable. State of incorporation, and key firm contact names with their phone numbers and e-mail addresses.</p>	<p><b>Tab 7</b></p>
<p><b>Section 8 - Recent, Current, and Projected Workloads of the Firms –</b></p> <p>List all current clients, during the past five (5) years, both completed and active with approximate percent complete.</p>	<p><b>Tab 8</b></p>
<p><b>Section 9 - Proposer Financial Information</b></p> <p>a. It is the practice of the City to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work.</p>	<p><b>Tab 9</b></p>

<p>b. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime Proposer.</p> <p><b>The following documentation is required in order for the City to evaluate financial responsibility:</b></p> <ul style="list-style-type: none"> <li>a. Provide your firm’s most recent balance sheets.</li> <li>b. Provide your firm’s most recent Dun &amp; Bradstreet, Value Line Reports or other credit ratings/report.</li> <li>c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.</li> <li>d. Provide a sworn statement that your firm has not filed petition(s) for Federal Bankruptcy or state insolvency. The statement must be notarized.</li> </ul>	
<p><b>Section 10 – Litigation</b></p> <p>The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization.</p> <p>If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Purchasing Manager.</p>	<p><b>Tab 10</b></p>
<p><b>Section 11 - Business Licenses, Licenses, and Insurance</b></p> <p>Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits. Wrecker service will have a current business license and be in compliance with the local jurisdictions zoning. Attach copies of all such licenses issued to the business entity.</p> <p>List any regulatory or license agency sanctions. If there are none, state none</p>	<p><b>Tab 11</b></p>

<p><b>Section 12 – References</b></p> <p>Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer’s attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred.</p> <p><b>EXHIBIT II, REFERENCE VERIFICATION FORM</b></p>	<p><b>Tab 12</b></p>
<p><b>Section 13 – Documents and forms required by the City</b></p> <p>Please provide all other documents and forms not included in the above sections.</p>	<p><b>Tab 13</b></p>

**PROPOSAL EVALUATION – SELECTION CRITERIA**

City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP Evaluation Criteria	Scoring Value Maximum Points
<p><b>1. Project Team Qualifications/Qualifications of Key Personnel</b></p> <p>Proposer shall provide a team/staff whom has a minimum of five (5) years' experience providing landscape maintenance services to a governmental entity that is similar in size and scope as the City of Stockbridge.</p> <p>Proposer shall provide the resumes and any professional license information for each key personnel proposed for this project, specifically those of the Project Manager and the Principle-in-Charge, and all other personnel to be assigned to this project.</p> <p>The resumes shall reflect their responsibilities, previous and current; experience; educational and professional history; and length of time employed by the firm as a full-time employee.</p> <p>Availability of Key Personnel</p> <p>Based on the scope of services, , state percentage of time key personnel will spend on this project. Please provide the following information for the propose Project Manager and their support team:</p> <ul style="list-style-type: none"> <li>• Percentage of time key personnel will spend on this project; and</li> <li>• Current workload of key personnel.</li> </ul> <p>See Detailed Scope of Services and Overview of Proposal Requirements</p>	<p style="text-align: center;">0-25</p>
<p><b>2. Technical Approach/Project Management</b></p> <p>Proposer shall describe their approach in the Landscape Maintenance Services for the City as identified in the Scope of Work (Exhibit I) and must identify all major tasks; and approach to the maintenance associated with each major task, at a minimum, and any other information that will assist in planning for the landscape services.</p> <p><u>Technical Approach/Services:</u></p> <ul style="list-style-type: none"> <li>• Project Approach Work Plan: Responders are required to describe the approach and methodology to adequately staff specifically trained, experienced and licensed individuals in the areas of turf maintenance, irrigation maintenance, tree maintenance and horticultural pest control.</li> </ul>	<p style="text-align: center;">0- 25</p>

<ul style="list-style-type: none"> <li>• Include a listing of the City’s responsibilities and the Responder’s responsibilities required to complete the project; and</li> <li>• Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.</li> </ul> <p><u>Project Management:</u></p> <ul style="list-style-type: none"> <li>• Describe how the project will be organized and managed;</li> <li>• Describe progress for reporting procedures during the project for new employees;</li> <li>• Include the anticipated use of subcontractors or vendors; and</li> <li>• Describe the resources necessary to accomplish the purpose of the project.</li> </ul>	
<p><b>3. Cost Proposal</b></p> <ul style="list-style-type: none"> <li>• The cost proposal must be submitted in a separate, sealed envelope with the responder’s name and “Cost Proposal for Request for Proposals No. 2020-0019 for “Landscape Maintenance Service” on the outside of the envelope.</li> <li>• DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.</li> <li>• Responders are required to submit their costs on <i>Cost Proposal Forms</i>. Responder shall not alter the cost proposal form.</li> </ul>	<p>0- 50</p>
<p><b>MAXIMUM SCORING POINTS TOTAL</b></p>	<p><b>100</b></p>

Total points awarded for price will be determined by applying the following formula:  
 (Lowest Overall Cost /Proposer’s Price) x 50 = Price Score  
Please note that prices may be negotiated in the best interest of the City after the scoring is completed

**EXHIBIT I**  
**DETAILED SCOPE OF SERVICES**  
**REQUEST FOR PROPOSALS (RFP) NO. 2020-0019**  
**LANDSCAPE MAINTENANCE SERVICES FOR CITY OF STOCKBRIDGE**

**Scope of Services**

The Contractor shall furnish all labor, equipment, transportation, insurance, incidentals and other needed items to perform all work for the landscape and ground maintenance services for City facilities listed in this Request for Proposal (RFP). Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

1. Maintenance of turf and ground cover areas, mowing and edging.
2. Removal of litter and debris from turf, planter beds, fence lines and street curbs.
3. Pruning of trees and shrubs.
4. Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians.
5. Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure).
6. Replacement of plant material.
7. Other work as defined.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The intent is to maintain a Class A appearance of the properties as determined by the City of Stockbridge. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City of Stockbridge.

**Changes to the Scope of Work and Termination of Contract**

- A. The City reserves the right to add, delete and or change Scope of Services of this contract and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.
- B. Upon receiving notice of the change, the Contractor's monthly invoice shall be adjusted if necessary, to reflect the value of the change in the services under this contract.
- C. The City may cancel the contract at any time for any reason upon giving thirty (30) day written notice to the Contractor.
- D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within seven (7) days from written notice from the City.

## **Property Tours**

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the properties and fully understand the conditions that may affect the work proposed. Failure to inspect the sites in no way relieves the successful Contractor from the necessity of furnishing materials or performing any labor necessary for the satisfactory completion of the work.

## **Pre-Existing/Deficiency List**

At the start of the contract, the Contractor shall inspect all flowers, trees, plants, containers, ground covers and any related ground keeping repairs for pre-existing conditions for all locations in each service area and in accordance with the Scope of Services incorporated herein. Within ninety (90) days of contract execution, the Contractor shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. The City or its authorized representative and the Contractor shall negotiate in good faith to establish the Final Deficiency List within the ninety (90) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by the City. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.

## **Quality Control**

1. Contractor has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity (employees) and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The Contractor for work under this section shall be licensed by the State of Georgia to apply pesticides/insecticides approved for use in the State of Georgia.
7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
  - a. Completed past contracts in accordance with the Contract Documents.
  - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

### **Qualifications of Workers**

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the bidding firm.

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor.

### **General Landscape**

The Contractor shall:

1. Furnish all labor, materials and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
2. Not post signs or advertising material anywhere on City properties or improvements thereon without prior written approval from the City or its authorized representative.
3. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
4. Perform grass mowing, edging, trash and debris removal and power blowing of lawn areas.
5. Maintain the health and appearance of existing landscape plants, trees, shrubs, ground covers and lawn areas.
6. Ensure that each facility site is free of debris, weeds, insect infestation.
7. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
8. Reduce mowing frequency if a drought period is determined to exist and approved in advance by the City or its authorized representative and provide a revised mowing schedule to the City or its authorized representative for approval prior to implementing the schedule change.
9. Inspect existing irrigation systems at all locations by a licensed irrigator and provide the following:
  - a. Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to the City or its authorized representative.
  - b. The Contractor shall be required to make up missed scheduled cycled maintenance due to inclement weather conditions.
  - c. For special events and activities, the City or its authorized representative may request additional landscape maintenance items or request a change/modification to the schedule.
10. Make adjustments setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
11. Replace existing irrigation systems and equipment damaged by the Contractor with original brand and model at the Contractor's expense.
12. Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to the City or its authorized representative on a monthly basis.

13. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by the City prior to work.
14. Respond to all emergencies within two (2) to four (4) hours of notification within specified hours and days of operation.
15. Establish and announce at the beginning of the contract a specific day of the week each facility will be maintained.
16. Perform all work in a professional skillful manner using quality equipment and materials.
17. Have a full-time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
18. Secure any gated or doored areas that require landscaping services after services are completed.

The City shall monitor all work performed and meet as needed with the Contractor to discuss concerns, additions and/or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

### **Damages**

1. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the City's discretion and at the Contractor's expense.
2. All such repairs or replacements shall be completed within the following time limits:
  - a. Irrigation damage shall be repaired or replaced within three (3) working days including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
3. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.
4. All repairs or replacements shall be completed in accordance with the following maintenance practices:
  - a. Trees – A qualified tree surgeon or arborist shall remedy minor damage such as bark lost from the impact of mowing equipment. If damage results in the loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the City.
  - b. Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the City.
  - c. Chemicals – All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support future plant life.

### **Safety Plan**

1. Contractor is to submit a written safety plan to the attention of the City prior to commencement of work under this contract.
2. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to full compliance with the applicable O.S.H.A. Safety

Orders at all times so as to protect all persons, including Contractor's employees, City employees, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

3. It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the maintenance area unsafe as well as any usage practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to: filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the Contractor is to notify the City immediately and file a written report to the City within three (3) working days.
4. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

### **Delays**

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that the Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and the Contractor does not reschedule the service, or inform the City of intent to make up the service within seventy-two (72) hours, that amount for the failure to perform may be deducted from the Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the City or its authorized representative on that day to advise them accordingly.

### **Storm Water Prevention Program (SWPPP)**

1. The Contractor shall ensure that all employees are trained and are aware of the following Site-Specific Storm Water Pollution Prevention Requirements:
  - a. No discharge of fertilizers, pesticide and wastes into street or storm drains.
  - b. No blowing or sweeping debris into street or storm drains.
  - c. No hosing down of the parking lot.
  - d. No vehicle washing or maintenance on site.
  - e. Close dumpster lids at all time.
  - f. No disposing of wash water into street or storm drains.
  - g. Remove all foreign objects (leaves, cans, cigarette butts, paper, etc.) from in front of drainage inlets and gutter areas.
2. The Contractor must provide annual refresher training at their own cost on the Site-Specific Storm Water Pollution Prevention Requirements.
3. The Contractor shall document the training and provide a copy to the City.

### Breakdown of Equipment

At all times the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task.

### Storage of Equipment

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

### Maintenance Schedules

1. Contractor shall adhere to maintenance schedule.
2. Contractor shall contact the City or its authorized representative described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The City will provide list of key personnel and contact information.
3. The Contractor **MUST** notify the City or its authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all “specialty type” maintenance operations.  
“Specialty Type” maintenance operations are defined as:
  - Fertilization and aeration
  - Turf removal, addition and reseeding
  - Micro-nutrients/soil amendments
  - Spraying of trees, shrubs or turf
  - Aesthetic tree pruning
  - Planting bed removals and/or additions
  - Other items as determined by the City

### Staffing/Managerial

1. There will be no subcontractors working on the City’s grounds and facilities without the express prior written consent of the City.
2. The Contractor shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the City’s landscape, plantings and irrigation. The Project Manager must provide pro-active recommendations to the City for ongoing maintenance of City properties throughout the term of the contract.
3. The Contractor must provide a competent, English speaking **crew leader** for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of the Contractor in any matter pertaining to

- the performance of this contract. The Contractor shall furnish the names of all such crew leaders to the City prior to the commencement of this contract and further advise of any changes.
4. If in the opinion of the City, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, that employee shall be removed from all work under this contract.
  5. The City may at any time give the Contractor notice to the effect that the conduct or action of a designated employee or the Contractor is, in the reasonable exercise of discretion of the City, deemed to be detrimental to the interest of the staff and the public patronizing the premises. Following the City's notice, the Contractor shall, at the City's discretion take any of the following actions as listed below.
    - a. Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other City facility contracted for and maintained.
    - b. The Contractor shall meet with the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and action of the Contractor's employees will not be detrimental to the interest of the staff and public patronizing the premises.
  6. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes and other gear required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
  7. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of the Contractor's staff.
  8. The Contractor nor any of its employees shall interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.
  9. The Public Works Director or Designee shall make quarterly inspections with the Contractor at each site to review work performed. The Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. The Contractor shall furnish an itemized statement of work performed on all invoices.

### **Planting, Planter Boxes and Bed Care**

1. The Contractor shall be required to provide the plant materials, soils, soil amendments and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors are required.
2. Any exterior plant container planters located in the lobby areas and container planters in courtyard and balcony areas shall be serviced throughout all service areas. The Contractor shall be required to install four (4) feet of annual plant materials in each planter and be required to provide full sun tolerant materials for planters located in floor courtyard and balcony areas.
3. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the City or its authorized representative.
4. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
5. All trimmings and debris, etc. shall be removed by the Contractor and disposed of offsite.

6. The Contractor will be required to plant bedding materials such as flowers and shrubs as needed and in accordance with the City's landscaping policy. Pricing shall be bid on a case-by-case basis unless the plants are under warranty.
7. The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all shrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The City or its authorized representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

### **Ground Cover**

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought and to improve its aesthetic appearance (by concealing bare earth).

The Contractor shall provide the following:

1. Replace dead or diseased plants.
2. Fertilize three (3) times per year, in March, June and November utilizing a slow release granular fertilizer.
3. Trim all ground cover as necessary to keep borders away from paving lawns, planted areas and buildings.
4. Trim top growth to achieve an overall even appearance.
5. Keep ground cover free of weeds and debris.
6. Maintain ground cover free of pests such as snails, slugs, etc.
7. Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls.
8. Maintain all ground cover areas clean and cleared of dead leaves.

### **Tree, Shrub and Hedges Care**

The Contractor shall have the knowledge, expertise and responsibility to trim, remove and plant trees and shrubs as approved by the City. The Contractor will provide a **licensed arborist** with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease. If required, the treatment shall be performed by a qualified technician. The Contractor will provide the following:

1. Tree and shrub watering and irrigation system.
2. Maintain basins where provided around trees and shrubs.
3. Open basins during winter rains to prevent accumulation of excess water.
4. Seasonal Color
  - Change seasonal colors three (3) times per year in the months of March, June and September. Design concepts and plant selections shall be approved by the City or its authorized representative prior to plant installation.
  - Provide a uniform blend of seasonal colors in seasonal planting beds. Provide single selections but different selections for each container.

5. Trim all trees that are within twenty (20) feet in height and ten (10) inches in diameter at the base, *once a year, late November, without additional compensation*. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.

6. Maintain Trees

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

- All cuts should be sufficiently close, flush if possible, to the parent stem.
- All limbs 1 ½" or greater in diameter shall be undercut to prevent splitting.
- Limbs are to be lowered to the ground using a method that prevents damage to remaining limbs.
- Climbing spurs shall not be used.
- Contractor will provide hazard and security pruning as needed.
- Remove all new growth on trees up to the appropriate height clearances.
- Remove all dead, diseased and unsightly branches and dead trees. The Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be bid on a case by case basis.
- The Contractor shall remove trimmings and all cuttings and debris from the site.
- All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or other severe damage shall be immediately reported to the City or its authorized representative.
- All trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative.

7. Pruning

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the City's building perimeters.

All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by the City or its authorized representative. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- Prune deciduous trees in March to develop a strong framework or as necessary.
- Prune evergreen trees in March to thin out heads and shape as necessary.
- Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
- Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- Prune flowering shrubs after blooming once per month.
- Trim trees to keep them from touching any building.

8. Weeding – Every Visit

- Keep basins and areas between plants free of weeds.
- Use herbicides per manufacturer’s recommendations.
- Cultivate as necessary for aeration.
- Weed ground cover areas, cracks, crevices and all mulch beds.
- Weed perimeter of buildings and any fence lines and structures.

9. Staking and Guying: Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.

- Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
- Replace missing or damaged stakes when the tree diameter is less than three (3) inches within five (5) days.
- The Contractor must stake trees that are not straight and upright and/or require additional support. The Contractor must stake new trees or recently planted trees not previously staked.
- Tree stakes (at least three (3) per tree) shall not be less than six (6) feet in length for (5) and eight (8) gallon trees.
- Guide wires where required and plant ties are to be pliable, zinc coated ten (10) gauge wire.
- Coated wire or hose sections must be used where metal guide wire contacts tree.
- Stakes cannot be closer than eight (8) inches from trunk.
- Damaged or uprooted trees shall, at the discretion of the City, be staked and tied within seventy-two (72) hours.
- Removal of tree stakes and guide wires will be at the Contractor’s expense and will be determined by the Contractor and the City or its authorized representative.

10. Plant Replacements

With the prior written approval of the City to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.

11. Mulching and/or Pine Straw

The Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or pine straw four (4) times per year in the months of January, April, July and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

12. Fertilizing

- A well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon the Contractor’s knowledge and needs of the area.
- All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.
- All sidewalks, roads, curbs and patios will be swept clean of granular fertilizer after applications to minimize staining.

13. Tree Saucers

- Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
- Remove top layer mulch/pine straw and apply mulch/pine straw to maintain a depth that shall be two (2) inches.

14. Tree Replacement and Additions

- With the prior approval of the City or its authorized representative, remove dead and damaged trees.
- Supply and plant trees to replace or add new trees with the prior approval of the City or its authorized representative.
- Remove all dead, diseased and unsightly branches and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines. All ground cover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
- Trimmings, etc. will be removed by the Contractor and disposed offsite.

**Lawn Care**

A. Mowing

1. Mowing operation shall be completely performed at each site according to the Maintenance Schedule.
2. Prior to each mowing, remove all litter and debris from mowing areas.
3. All mower blades shall be sharpened to provide a clean and consistent cut.
4. Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the Contractor and not blown into the street, planter beds or storm drains.
5. Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
6. Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
7. Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
8. Remove all turf and edge clippings each time.
9. For periods of cool weather, mow lawn at one and one-half (1 1/2) inches.
10. For periods of hot weather, mow lawn at two (2) inches from the soil.
11. Do not scalp the lawn or cut more than half the existing top-growth in one mowing. Remove or catch the clippings immediately.
12. Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks or facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

B. Edging/Detailing/Weed Control

1. All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
2. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds and grass invasion.
3. All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds and around the base of trees shall be edged to a neat and uniform line.

4. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices and other obstacles.
5. All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weed shall be kept under strict control.
6. Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
7. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
8. Mechanical edging of turf shall be performed at each site at same frequency as mowing.
9. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
10. Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
11. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
12. Walkways and planter beds shall be cleaned immediately following each mechanical edging and all excessive cuttings and debris shall be removed from the site by the Contractor.

C. Fertilizing

1. Fertilize lawn two (2) times per year in February and October. Use a balanced slow release nitrogen fertilizer, 1-pound available nitrogen per 100 square feet.
2. Hand pull weeds during every visit.
3. Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications.
4. With the prior approval of the City or its authorized representative, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.
5. Spray weeds in paving cracks two (2) times per month (every other week).
6. Spray walkway sidewalks, steps, patios, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials including along fence line and adjacent walls two (2) times per month.

D. Watering

1. Use irrigation system for watering where available.
2. Water three (3) days per week under normal conditions.
3. During very hot weather, apply fast watering with fine spray.
4. For shaded areas caused by trees or shrubs, water more frequently.
5. When lawn shows signs of wilting or begins to turn brown, water more frequently.

E. Mulching and/or Pine Straw

Contractor shall remove the top layer two (2) inches of old mulch/pine straw and install two (2) inch depth of composite shredded bark mulch and/or long needle/synthetic pine straw four (2) times per year in the months of January, April, July and October or when requested at a minimum depth of two (2) inches on all existing beds at the base of trees and other mulched/pine strawed areas. Mulch/pine

straw must be at least two (2) inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch/pine straw areas once a month.

F. Raking/Sweeping/Blowing

Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters and turf areas under trees and removed from site. Under no circumstances shall leave, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.

Frequency:

- Ground cover/planter beds - **at each visit**
- Turf, under trees – **as needed**

G. Irrigation System Repairs and maintenance

The Contractor is responsible for cleaning, maintaining, installing, operating and repairing irrigation systems at City facilities. The Contractor shall provide a **licensed irrigator** to inspect all existing irrigation systems on a monthly basis and shall inspect all installation work provided for irrigation systems and submit a monthly irrigation report to the City or its authorized representative detailing health of the existing systems.

To the best of the City's knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of Contractor personnel will be addressed with the Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the City.

Irrigation Systems: Refers to all lines and equipment associated with the irrigation system.

Lines: Refers to Irrigation line beginning from the City main line meter throughout the irrigation system.

Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor's cost to remove and replace the affected plants/turf.

The Contractor shall:

Maintain entire irrigation system and all parts associated with the irrigation system and ensure the system is working properly on a monthly basis.

1. Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
2. Test and certify pressure vacuum breaker on a monthly basis.

3. Maintain detention pond basin.
4. Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
5. Automatic irrigation system controllers shall be set to water during the hours between 10:00 P.M. and 6:00 A.M.
6. Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways.
7. The Contractor shall respond to calls from the City for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. City personnel will make the determination as to whether or not the matter is deemed to be an emergency.
8. The Contractor shall work in collaboration with the City's staff in preparing landscape and irrigation systems for cold weather and/or freezing conditions.
9. Winter temperatures in Georgia are unpredictable therefore the Contractor is expected to coordinate the preparation for icy and freezing conditions, with the City or its authorized representative, in order to protect landscape and irrigation systems from damage due to icy and freezing conditions.

H. Insect and Disease Control

The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of the City or its authorized representative. Proper chemicals approved by the City or its authorized representative shall be applied as soon as possible to correct the infestation.

*Note: Weed killers and other chemicals shall be applied during off-hours-Saturday or Sunday.*

I. Trees

1. Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
2. Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

J. Herbicides

1. Apply herbicides weekly from March to October.
2. Apply herbicides one (1) time per month, November to February.

K. Turf Areas

1. Monitor weekly all turf areas for insects.
2. Treat fire ant infestation routinely.
3. Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the City or its authorized representative.

L. Detention Pond

Herbicides shall be applied according to frequency schedule.

M. Cleanup and Waste Disposal

1. The Contractor shall be responsible for disposing all waste materials or refuse from Contractor's operations.
2. Maintain sidewalks and driveways free of trash, leaves and other debris by sweeping and vacuuming as necessary.
3. Remove branches and other debris from planting areas on a weekly basis.
4. Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape areas, courtyard areas and along the lawn areas of the perimeter walk for both sides of walkway, parking lots and around buildings.
5. Clean mulch/pine straw beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch/pine straw bed areas by removing scattered and excess mulch/pine straw.

N. Equipment Utilization – Mowers

1. Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
2. Use riding mowers with bag attachment for maintenance of extensive lawn areas.
3. Mulching mowers are prohibited without the prior approval of the City or its authorized representative.
4. Use rigid or flexible steel blade edger to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
5. Use only monofilament trimmers.
6. Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
7. Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to removed diseased limbs.
8. Water container plants that do not have an irrigation system. Water hose connected to facility hose bib is not available for watering plant materials.

O. Chemicals

1. At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied under this contract. At the start of each season and any time during the season, the Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the City or its authorized representative.
2. State law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
3. The Contractor may use herbicides, insecticides, sterilant and animal traps in compliance with Federal, State and local laws and regulations.
4. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products, equipment or both.

5. The City retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that the City deems to be undesirable for any reason.
6. Pesticides used in this contract shall not require a license nor be restricted for use under Georgia or federal law.
7. Pesticides used in this contract shall not carry any State or Federal restrictions.
8. Any products that leave an undesirable residue or odor shall not be used.

P. Chemical Application

Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas will be open for public access during application.

Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch/pine straw is encouraged but must be aesthetically compatible and not physically or chemically harmful.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After a complete kill, dead weeds shall be removed from the area.

All turf areas will be treated just prior to the growing season in the spring and prior to the fall season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

Bid must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency and volume of use in accordance with the performance of the Scope of Services.

Successful Contractor must supply SDS Sheets for all supplies used prior to application and may not use them in the performance of the contract without express written authorization of the City or its authorized representative.

Contractor must utilize a long-lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

Only those individuals possessing a valid Georgia Pest Control Applicator's license shall apply chemicals.

Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names and weather conditions at the time of applications and shall be retained for a minimum of three (3) years.

SDS sheets with dangers explained must be sent to the City two (2) weeks prior to use if chemicals require special permits. The Contractor must provide a list of alternative chemicals, if any, prior to the application.

**Q. Reporting and Meetings**

The Contractor shall be responsible for submitting reports on a weekly basis in an electronic PDF or EXCEL format regarding this project to the City or its authorized representative. The Contractor shall be required to communicate weekly to the City or its authorized representative regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following:

1. Pre-Existing Conditions report within ninety (90) days of contract execution.
2. Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
3. Immediately upon service completion, meet with the Public Works Director or Designee to inspect the service performance. The Public Works Director or Designee will complete and sign the work ticket. Contractor will submit the work ticket to the Public Works Director or Designee on a monthly basis.
4. Annual fertilizer schedule for each facility by season.
5. Weekly Maintenance Operations Report for each facility.
6. Monthly mowing schedule for each facility.
7. Monthly Contractor recommendation report based on ongoing service assessment for the Public Works Director or Designee to review and make a determination.
8. Damage report submitted immediately upon incident to the Public Works Director or Designee and punch list identified and implemented.

The Contractor shall be responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. The Contractor will remedy the situation by completing the tasks in a time specified by the City or its authorized representative.

**R. Contract Performance**

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful and cooperative manner and minimizing the noise and interruption of any ongoing City services.

1. The Contractor shall provide all employees with the same uniform clearly identifying the company and all vehicles shall have the company name/logo listed.
2. The Contractor shall stage their work from locations on the properties out of the way of the mainstream users to minimize the interruption of City operations.

**S. Neglect, Vandalism and Property Damage**

1. Turf or plants that are damaged or killed due to the Contractor's operations, negligence or chemicals or by any other means shall be replaced at the Contractor's expense.
2. The City will repair any damaged property (that is not part of the irrigation system) caused by the Contractor's operations and the City will bill the Contractor for the full cost of said repair.
3. Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at the City's expense upon written approval by the City or its authorized representative.
4. The Contractor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing service.

**T. Guaranty and Replacement**

1. Force Majeure – In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations or occupancy of the building, the Contractor shall list the item and location and submit a report to the City or its authorized representative.
2. Any damaged plant materials approved for removal and replacement by the City or its authorized representative shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.
3. At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at the City's request.

**U. Warranty of Services Definition**

1. "Acceptance" as used in this clause means the act of an authorized representative of the City of Stockbridge by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract must be in writing.
2. "Correction" as used in this clause means the elimination of a defect.
3. Notwithstanding inspection and acceptance by the City of Stockbridge or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

4. If the Contractor is required to correct or re-perform, it shall be at no cost to the City and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
5. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

V. Additions and Deletions

The City, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

W. Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the facility. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

X. Bidder Qualifications

Bidders must provide proof with their bid of their ability to meet the minimum qualifications set forth under the Scope of Services.

Bidders are instructed to provide a brief summary of the bidder's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.

**ATTACHMENT A**  
**COST PROPOSAL FORM**  
(Consisting of Form, A -W, Pages 59 - 83)  
**“LANDSCAPE MAINTENANCE SERVICES”**

Responder: Please complete the attached pages 59 - 83 of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Request for Proposals No. 2020-0019 and Landscape Maintenance Service” clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: \_\_\_\_\_

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

Contact Person Submitting Proposal:

Title of Contact Person: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Title of Contact Person

## COST PROPOSAL

### SCHEDULE A - CITY HALL LANDSCAPING PROPOSAL

**Instructions:** Please complete the following Chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars =Est. Total)
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site.	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices.	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula.	Per Application	\$	\$
Spray landscaping for insects or disease.	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL CITY HALL LANDSCAPING PROPOSAL</b>			\$

# COST PROPOSAL

## SCHEDULE B - CITY HALL LAWN CARE PROPOSAL

Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide.	Per Application	\$	\$
Insecticide.	Per Application	\$	\$
Core aeration and de-thatching of grass.	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
<b>TOTAL CITY HALL LAWN CARE PROPOSAL</b>			<b>\$</b>

## COST PROPOSAL

### SCHEDULE C - CITY HALL IRRIGATION PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total (unit x dollars Per Unit = Est. Total)
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	
<b>TOTAL CITY HALL IRRIGATION PROPOSAL</b>			\$



**City of Stockbridge Procurement Division**

City of Stockbridge City Hall  
 4640 North Henry Boulevard  
 Stockbridge, Ga 30281

**COST PROPOSAL**

**SCHEDULE D - CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL**

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

<b>Service Description</b>	<b>Unit</b>	<b>Dollars Per Unit</b>	<b>Estimated Total</b> Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL</b>			\$

## COST PROPOSAL

### SCHEDULE E - CITY HALL FOUNTAIN AREA LAWN CARE PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
<b>TOTAL CITY HALL FOUNTAIN AREA LAWN CARE PROPOSAL</b>			\$

## COST PROPOSAL

### SCHEDULE F - CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
<b>TOTAL CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL</b>			\$



## COST PROPOSAL

### SCHEDULE G – MUNICIPAL COURT LANDSCAPING PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see the Scope of Work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application		\$
Plant Flowers	Per Application		\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task		\$
<b>TOTAL MUNICIPAL COURT LANDSCAPING PROPOSAL</b>			\$

## COST PROPOSAL

### SCHEDULE H – MUNICIPAL LAWN CARE PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
<b>TOTAL MUNICIPAL LAWN CARE PROPOSAL</b>			\$

## COST PROPOSAL

### SCHEDULE I – MUNICIPAL COURT IRRIGATION PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
<b>TOTAL MUNICIPAL COURT IRRIGATION PROPOSAL</b>			\$



## COST PROPOSAL SCHEDULE J – MUNICIPAL PARK LANDSCAPING PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. (Fall)	Per Task	\$	\$
<b>TOTAL MUNICIPAL PARK LANDSCAPING PROPOSAL</b>			\$

## COST PROPOSAL

### SCHEDULE K – MUNICIPAL PARK LAWN CARE PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs, and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
<b>TOTAL MUNICIPAL PARK LAWN CARE PROPOSAL</b>			\$

## COST PROPOSAL

### SCHEDULE L – MUNICIPAL PARK IRRIGATION PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring)	Per Task	\$	\$
Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)	Per Hour	\$	\$
Assess performance of system and adjust time. (Two times per month)	Per Visit	\$	\$
Deactivate irrigation system and blow lines. (Fall)	Per Task	\$	\$
<b>TOTAL MUNICIPAL PARK LAWN CARE PROPOSAL</b>		\$	

**COST PROPOSAL**

**SCHEDULE M – MMCC AND ADMINISTRATIVE BUILDING LANDSCAPING**

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

<b>Service Description</b>	<b>Unit</b>	<b>Dollars Per Unit</b>	<b>Estimated Hours</b> Unit x Dollars Per Unit = Est. Total
Prune bushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL MMCC AND ADMINISTRATIVE BUILDING LANDSCAPING</b>			<b>\$</b>



**COST PROPOSAL**

**SCHEDULE N – MMCC AND ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL**

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

<b>Service Description</b>	<b>Unit</b>	<b>Dollars Per Unit</b>	<b>Estimated Total</b> Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
<b>TOTAL MMCC AND ADMINISTRATIVE BUILDING LAWN CARE</b>			\$



**COST PROPOSAL**

**SCHEDULE O – TED STRICKLAND COMMUNITY CENTER LANDSCAPING PROPOSAL**

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form

<b>Service Description</b>	<b>Unit</b>	<b>Dollars Per Unit</b>	<b>Estimated Total Unit x Dollars Per Unit = Est. Total</b>
Prune bushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks, and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL TED STRICKLAND COMMUNITY CENTER LANDSCAPING PROPOSAL</b>			\$

## COST PROPOSAL

### SCHEDULE P – TED STRICKLAND COMMUNITY CENTER LAWN CARE PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)	Per Visit	\$	\$
Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly)	Per Visit	\$	\$
Apply fertilizer (Two applications total for the year.)	Per Application	\$	\$
Pre and post emergent herbicide. (As Needed)	Per Application	\$	\$
Insecticide. (As Needed)	Per Application	\$	\$
Core aeration and de-thatching of grass. (As Needed)	Per Visit	\$	\$
Blow leaves and remove.	Per Task	\$	\$
<b>TOTAL TED STRICKLAND COMMUNITY CENTER LAWN CARE</b>			\$

## COST PROPOSAL

### SCHEDULE Q – MLK, SR. HERITAGE TRAIL STREETScape LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL MLK, SR. HERITAGE TRAIL STREETScape LANDSCAPING</b>			\$

## COST PROPOSAL

### SCHEDULE R – EAST ATLANTA ROAD STREETScape LANDSCAPING PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL EAST ATLANTA ROAD STREETScape LANDSCAPING</b>			\$



### COST PROPOSAL

#### SCHEDULE S – SIGNATURE: NORTH HENRY BLVD STREETScape LANDSCAPING PROPOSAL

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est.
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL SIGNATURE: NORTH HENRY BLVD STREETScape LANDSCAPING</b>			\$

## COST PROPOSAL

### SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING</b>			\$

## COST PROPOSAL

### SCHEDULE U – GREEN FRONT CAFE LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Hours Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL SCHEDULE U – GREEN FRONT CAFE LANDSCAPING PROPOSAL</b>			\$

**COST PROPOSAL**

**SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL**

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

<b>Service Description</b>	<b>Unit</b>	<b>Dollars Per Unit</b>	<b>Estimated Total</b> Unit x Dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL</b>			\$

## COST PROPOSAL

### SCHEDULE W – WALMART/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

Service Description	Unit	Dollars Per Unit	Estimated Total Unit x dollars Per Unit = Est. Total
Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)	Per Hour	\$	\$
Remove debris from beds in the spring. (Spring)	Per Task	\$	\$
Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.	Per Task	\$	\$
Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid.	Per Task	\$	\$
Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)	Per Application	\$	\$
Weed all beds, cracks and crevices. (As Needed)	Per Visit	\$	\$
Apply fertilizer to all beds including a slow release formula. (As Needed)	Per Application	\$	\$
Spray landscaping for insects or disease. (As Needed)	Per Application	\$	\$
Plant flowers.	Per Application	\$	\$
Prepare the beds for winter. Describe the process in the section for comments. (Fall)	Per Task	\$	\$
<b>TOTAL SCHEDULE W – WALMART/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL</b>			\$

**ATTACHMENT A  
 COST PROPOSAL CONTINUATION FORM  
 (Consisting Schedule, A – W) “LANDSCAPE MAINTENANCE SERVICES”**

The awarded Consultant is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily provide the services requested in this RFP for the Proposal Cost stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Proposal Cost Sheet. Please do not make modifications to this form as any change may render Consultant’s proposal non-responsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Proposal Cost Sheet. PLEASE INSERT THE TOTAL COST FOR EACH COST PROPOSAL SCHEDULES (A-W) BID SUMMARY:

**PUBLIC FACILITIES**

A.	City Hall Landscaping	\$ _____
B.	City Hall Lawn Care	\$ _____
C.	City Hall Irrigation	\$ _____
D.	City Hall Fountain Area Landscaping	\$ _____
E.	City Hall Fountain Area Lawn Care	\$ _____
F.	City Hall Fountain Area Irrigation	\$ _____
G.	Municipal Court Landscaping	\$ _____
H.	Municipal Lawn Care	\$ _____
I.	Municipal Court Irrigation	\$ _____
J.	Municipal Park Landscaping	\$ _____
K.	Municipal Park Lawn Care	\$ _____
L.	Municipal Park Irrigation	\$ _____
M.	MMCC and Administration Building	\$ _____
N.	MMCC and Administration Building lawn Care	\$ _____



**City of Stockbridge Procurement Division**

City of Stockbridge City Hall  
4640 North Henry Boulevard  
Stockbridge, Ga 30281

O. Ted Strickland Community Center Landscaping	\$ _____
P. Ted Strickland Community Center Lawn Care	\$ _____
Q. MLK, SR Heritage Trail Streetscape Landscape	\$ _____
R. East Atlanta Road Streetscape Landscape	\$ _____
S. North Henry BLVD Streetscape Landscape	\$ _____
T. Floyd Chapel Baptist Church	\$ _____
U. Green Front Café Landscape	\$ _____
V. Rock Quarry Road/North Henry BLVD Banner Pole Landscape	\$ _____
W. Walmart/North Henry BLVD Banner Pole	\$ _____
<b>OVERALL ESTIMATED TOTAL (SCHEDULES A – W)</b>	<b>\$ _____</b>

Total points awarded for price will be determined by applying the following formula:  
(Lowest Overall Annual Contract Cost /Proposer’s Price) x 50 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

LOWEST OVERALL ESTIMATED ANNUAL COST CONSIST OF SCHEDULES A - W

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

\_\_\_\_\_ Date \_\_\_\_\_

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

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

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

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

### **3.4 REJECTION AND WITHDRAWAL OF PROPOSALS**

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The City will make a recommendation of the proposal to the City Council within 60 days from date of the opening.
- c. The City may reject all or part of the proposal within 60 days of proposal opening.

### **3.5 PROPOSAL AND CONTRACT DOCUMENTS**

- a. A proposal executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder Corporation:

If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term - The time period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the proposals/bid submitted by the successful Contractor.

### **3.6 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

### **3.7 COST INCURRED BY VENDORS**

All expenses involved with the preparation and submission of the RFP to the City of Stockbridge, or any work performed in connection therewith is the responsibility of the vendor(s).

### **3.8 CODES, PERMITS, FEED, LICENSES AND LAW**

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
  
- a. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are complying. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

### **3.9 SAFETY**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and CITY Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

### **3.10 DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the industry Acceptable standards of engineering practices and/or professional services.

### **3.11 STATEMENT OF WARRANTY**

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

### **3.12 NONDISCRIMINATION**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

### **3.13 DRUG FREE WORKPLACE CERTIFICATION**

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to The "Drugfree Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance  
a. of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during

the performance of the Contract.

- d. Contractor may be suspended, terminated, or debarred if it is determined that:
  - (1) The Contractor has made false certification hereinabove; or
  - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 5 0-24-3.

### **3.14 GEORGIA SECURITY AND IMMIGRATION ACT**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of Stockbridge and the successful Contractor.

### **3.15 SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM**

Since a contract has been deemed a "public benefit," the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SA VE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SA VE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government must run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SA VE program.

### **3.16 DELIVERY AND F.O.B. DESTINATION**

- a. All prices shall include shipping and delivery cost to our destination, F.O.B., Stockbridge, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The City will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The City desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

**3.17 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)**

In the event that a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one (1) or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business (and the other terms and conditions of the two bids are substantially the same), then that local business shall have the opportunity to submit, within five (5) working days of the notice of intent to award, a final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. The contract shall then be awarded to the responsive, responsible business submitting the lowest best and final bid. (See Section 3.30.100 - Competitive sealed bids)

**3.18 CITY DIRECTION OF PROJECT SITE AND MONITORING OF WORK**

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of Stockbridge. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the City of Stockbridge representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation are completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of the City facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by the City to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

### **3.19 AUTHORITY TO SIGN**

- a. If a proposal is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- b. The proposer should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

### **3.20 PROPOSAL SECURITY AND PERFORMANCE BONDS (NOT APPLICABLE)**

- a. **Bid Bond** - the General Contractor Company awarded the contract for the project must provide a Proposal Bond in the amount not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- b. **Payment Bond** - the General Contractor Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.
- c. **Performance Bond** - General Contractor Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the General Contractor Price prior to the execution of the Contract.

### **3.21 RFP SUBMITTALS**

See all specifications, **Evaluation Criteria and Exhibits** for the RFP, Submittal Checklist and requirements. The checklist will assist you to ensure that all submittals are included in your proposal. Ensuring that submittals are complete is solely the responsibility of the proposer/bidder. Failure to submit all submittals may deem your proposal non-responsive.

### **3.22 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)**

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

The EC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary. Proposers / Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired

demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

### **3.23 CITY'S TAX EXEMPTION**

The City of Stockbridge is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by the City of Stockbridge. Exemption certificates furnished upon request.

### **3.24 AWARD OF CONTRACT**

- a. The City of Stockbridge desires to complete the award process in a timely manner. The City of Stockbridge reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. The City of Stockbridge may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), based upon the qualification requirements herein. The proposal specifications and results will be available on the City's web site: <https://www.cityofstockbridge.com/bids.aspx?id=4375&catid=26> and the Georgia Procurement Registry.
- b. City of Stockbridge reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer or highest scored proposer(s).
- c. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents.

**Responsibility** - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Relevant knowledge, experience and qualifications of firm and team members.
- Proposed methodology and work plan to be used in the process.
- Understanding of the project and overall completeness of submission.
- Experience on similar projects/References
- The ability, capacity and skill of the Bidder to perform and/or provide the Work required.
- The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;

- Has adequate financial means to meet obligations incidental to the work; and
- Such other factors as the City deem to be pertinent to either the bid or the contract.

**Responsiveness** - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal Documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- d. The City is subject to making records available for disclosure after the City of Stockbridge approval of the recommendation. The award shall be made by the City Council of Stockbridge unless the lowest, qualified bid is less than the City Councils' approval limit. No claim shall be made by the selected Contractor for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated or the proposal project.

### **3.25 NEGOTIATION AND AWARD**

It is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

### **3.26 CONTROLLING LAW, VENUE**

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Stockbridge, Georgia. This Agreement shall be governed by the applicable laws of the City of Stockbridge and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the City of Henry Judicial Courts.

### **3.27 CONTRACTOR AS INDEPENDENT CONTRACTOR**

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

### 3.28 ASSIGNMENT

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of Stockbridge.

### 3.29 PERFORMANCE OF CONTRACT

- a. City reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

### 3.30 DEFAULT AND TERMINATION

#### a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events:

The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

#### b. Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unmeasurably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its proposal submission that the City's decision is final and valid.

**c. Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such ability with all reasonable dispatch.

**d. Waiver**

The waiver of any breach, violation or default in or with respect to the performance or

observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

**3.31 INVOICES**

Invoices and/or statements should not be faxed but originals must be mailed directly to:

**City of Stockbridge, City Hall  
Finance Department Accounts Payable  
4640 N. Henry Boulevard  
Stockbridge, GA 30281**

**3.32 PAYMENT**

Payment shall be tendered to the successful Proposer upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted, and receipt of a valid invoice.

**3.33 BID BOND AND INSURANCE RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Form G of this RFP. Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in **EXHIBIT I – DETAILED SCOPE OF SERVICES**.

Proof of insurance must be provided to the City prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the City.

**3.34 PUBLIC RECORDS DISCLOSURE:**

All solicitations submitted to the City are subject to public disclosure pursuant to Georgia’s Open Records Act.

**3.35 PAYMENT**

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City’s Authorized Representative of the work / services performed.

**3.36 CERTIFICATE OF ACCEPTANCE**

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

**3.37 CERTIFICATION REGARDING DEBARMENT**

By responding to this RFP, Offeror certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City.

**3.38 PRICE VALIDITY**

Prices provided in this Request For Proposal (RFP) are valid for 120 days from the time of the RFP opening. The City shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded. Successful proposer awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

**BID FORM SIGNATURE(S)**

The Corporate Seal of

\_\_\_\_\_ (Bidder - print the full name of your firm)  
was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer, Title)

(Seal)

\_\_\_\_\_  
(Authorized signing officer, Title)

**IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**

RFP No. 2020-0019 **LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE** – A copy of the Contractor’s current evidence of insurance via a certificate of insurance **MUST** be provided with the response to this RFP. A formal certificate shall be provided upon announcement that the selected Architect/Engineering firm has been awarded the work

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

**Accordingly, the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer’s Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer’s Liability Insurance	By Disease	Each Employee	\$1,000,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$3,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$ 300,000
Medical Payments for Participants	Limits	\$25,000

\*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations\*\*

**BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

**3. UMBRELLA LIABILITY**

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
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**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If the City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

City of Stockbridge Government  
Procurement Division  
4640 N. Henry Boulevard  
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable). **Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

### **USE OF PREMISES**

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

### **PROTECTION OF PROPERTY**

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall always erect and properly maintain as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or

the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker’s Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



**EXHIBIT II  
REFERENCE VERIFICATION FORM**

SOLICITATION NUMBER: RFP NO. 2020-0019  
SOLICITATION TITLE: **LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE**

PROPOSING FIRM (List name exactly as provided in proposal):

\_\_\_\_\_

Reference Organization: \_\_\_\_\_

Project Verified (Include the Project Name / Title and a brief description of the Project):

\_\_\_\_\_

Title of Contact: \_\_\_\_\_

Telephone Number including extension: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Questions Yes No**

- 1. Were you satisfied with the Company/Organization's overall performance?
- 2. Did the firm adhere to the scope of work and bid requirement?
- 3. did the firm provide deliverables as agreed upon?
- 4. Would you engage this firm again?

Additional comments provided by Proposer's contact:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature Date

**EXHIBIT III**  
**REQUIRED CERTIFICATIONS/ATTACHMENTS**  
**REQUEST FOR PROPOSALS. 2020-0019**  
Checklist

To be deemed responsive to this solicitation, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Proposer Requirements	Proposer Completed
1. One (1) hard copy of Proposal marked ‘Original’, and five (5) copies on CD/Thumb Drive	<input type="checkbox"/>
2. Technical Proposal	<input type="checkbox"/>
3. Acknowledgement of each Addendum	<input type="checkbox"/>
4. Financial and Litigation Requirements	<input type="checkbox"/>
5. Reference Verification Form	<input type="checkbox"/>
<b>6. Required Certifications and Attachments</b> <input type="checkbox"/> Form 1: Non-Collusion Bidding Certificate <input type="checkbox"/> Form 2: Non-Collusion Affidavit of Sub-Contractor. <input type="checkbox"/> Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions. <input type="checkbox"/> Form 4: Ineligibility Certificate. <input type="checkbox"/> Form 5: Certification of a Drug-Free Workplace. <input type="checkbox"/> Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification. <input type="checkbox"/> Form 7: Affidavit Verifying Status for City Public Benefit Application <input type="checkbox"/> Form 8: Certification Regarding Lobbying. <input type="checkbox"/> Form 9: Bid Submittal Letter. <input type="checkbox"/> Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement. <input type="checkbox"/> Form 11: Georgia Security and Immigration Sub-Contractor Affidavit. <input type="checkbox"/> Form 12: Certificate of Acceptance of a Solicitation Requirements <input type="checkbox"/> Attachment 1: Addendum Acknowledgement Form	<input type="checkbox"/>

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who Signed the said bond of said corporation: that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_

**FORM 1**

**NON-COLLUSION BIDDING CERTIFICATE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 2**

**NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

State of \_\_\_\_\_ City of \_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the sub-contractor that has submitted the attached solicitation;
- (2) He is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham solicitation in connection with the Contract for which the attached solicitation has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached solicitation or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached solicitation are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

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

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

**FORM 3**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, \_\_\_\_\_, certifies to the best of its knowledge and that it and its principals: \_\_\_\_\_ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**FORM 4**

**INELIGIBILITY CERTIFICATE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of

\_\_\_\_\_, and it is also whose address is

\_\_\_\_\_, certifies that the

Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 5**

**CERTIFICATION OF DRUG-FREE WORKPLACE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and it is also whose address is \_\_\_\_\_, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied in full; and
2. A drug-free workplace will be provided for the consultant’s employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor’s employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: “As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3”; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date



**FORM 6**

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and, it is also, whose address is \_\_\_\_\_, certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for City of Stockbridge.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date



FORM 7

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Name of Applicant

1) I am a United States citizen

OR

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. \*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant:

Date:

Printed Name:

\*Alien Registration number for non-citizens:

\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.

Subscribed and Sworn Before Me on this the Day of , 2018.

Notary Public:

My Commission Expires:

\*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

**FORM 8  
CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: \_\_\_\_\_

Name and Title of Contractor Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Firm or Company Name: \_\_\_\_\_

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

**FORM 9**

**BID SUBMITTAL LETTER**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, \_\_\_\_\_, hereby submits its Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Sworn to and subscribed before me the \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
Notary Public

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

\_\_\_\_\_  
Date



**City of Stockbridge Purchasing Division**

City of Stockbridge City Hall  
4640 North Henry Boulevard  
Stockbridge, Ga 30281

**STATE OF GEORGIA**

**CITY OF STOCKBRIDGE**

**FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

City: \_\_\_\_\_

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

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. \*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



STATE OF GEORGIA  
CITY OF STOCKBRIDGE

FORM 11

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program<sup>\*,4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Sub-Contractor Name)

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

City: \_\_\_\_\_

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

3O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFP, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual. 4\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM 12

**CERTIFICATE OF ACCEPTANCE OF A SOLICITATION REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_ , attachment(s) #\_\_\_\_\_ to #\_\_\_\_\_ , and/or appendices #\_\_\_\_\_ to #\_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto. This is also to certify that the offeror has reviewed the form Stockbridge City contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Stockbridge City's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

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

Signature: \_\_\_\_\_

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

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

**(Affix Corporate Seal)**

**ATTACHMENT 1**

**ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**ADDENDA ACKNOWLEDGMENT:** The undersigned acknowledges the receipt of the following Addenda:

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

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

**ATTACHMENT 2**  
**REQUEST FOR PROPOSALS. NO. 2020-0019**  
**LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE**  
**GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct, and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

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

**(ATTACH COPY OF LICENSE)**

**SEALED RFP LABEL  
PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE**

**SEALED RFP ENCLOSED**

DELIVER TO:

City of Stockbridge Purchasing Division  
Attn: Purchasing Manager  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

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**REQUEST FOR PROPOSALS. 2020-0019**

**DATE: July 1, 2020**

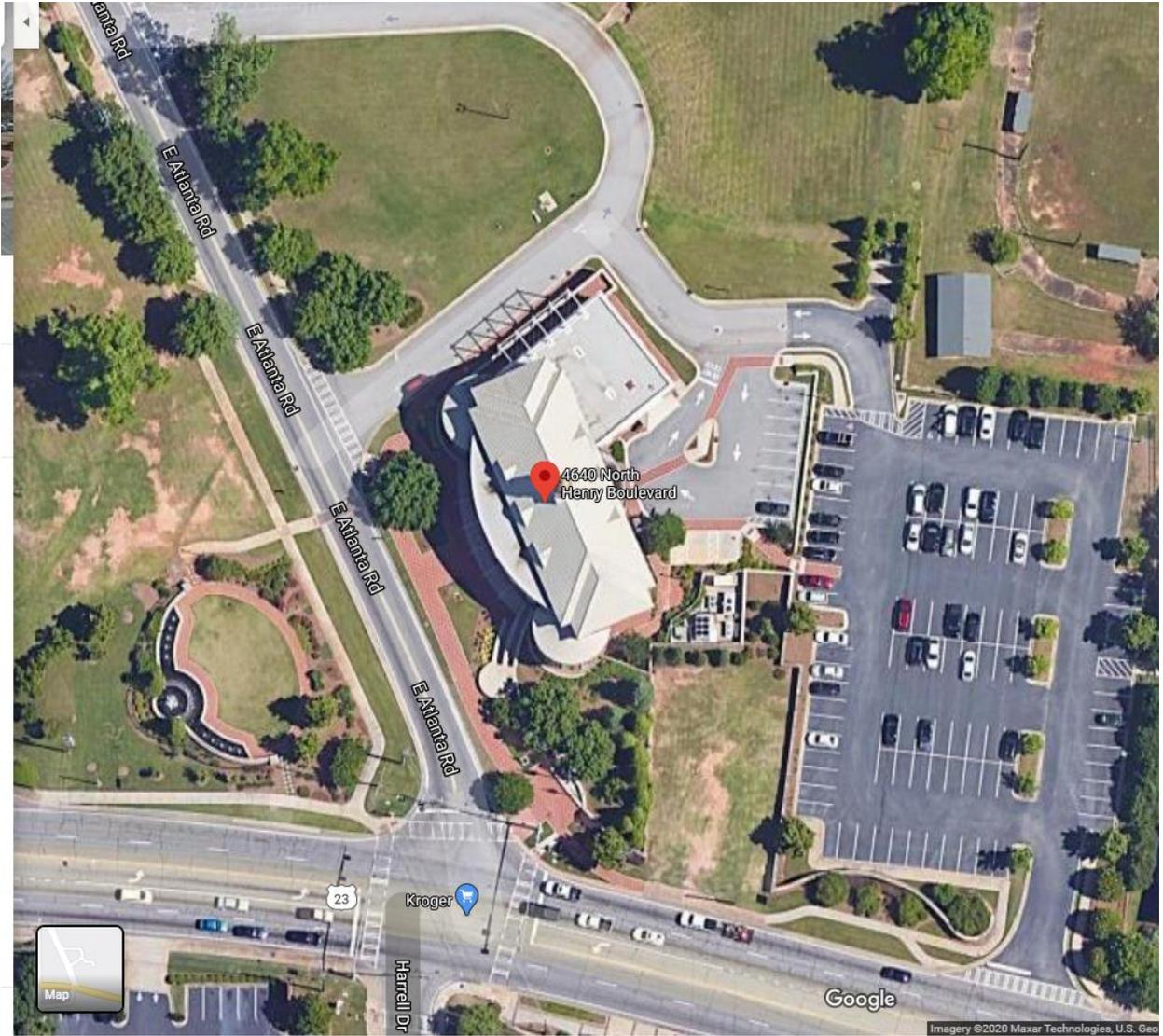
**RFP MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION:**

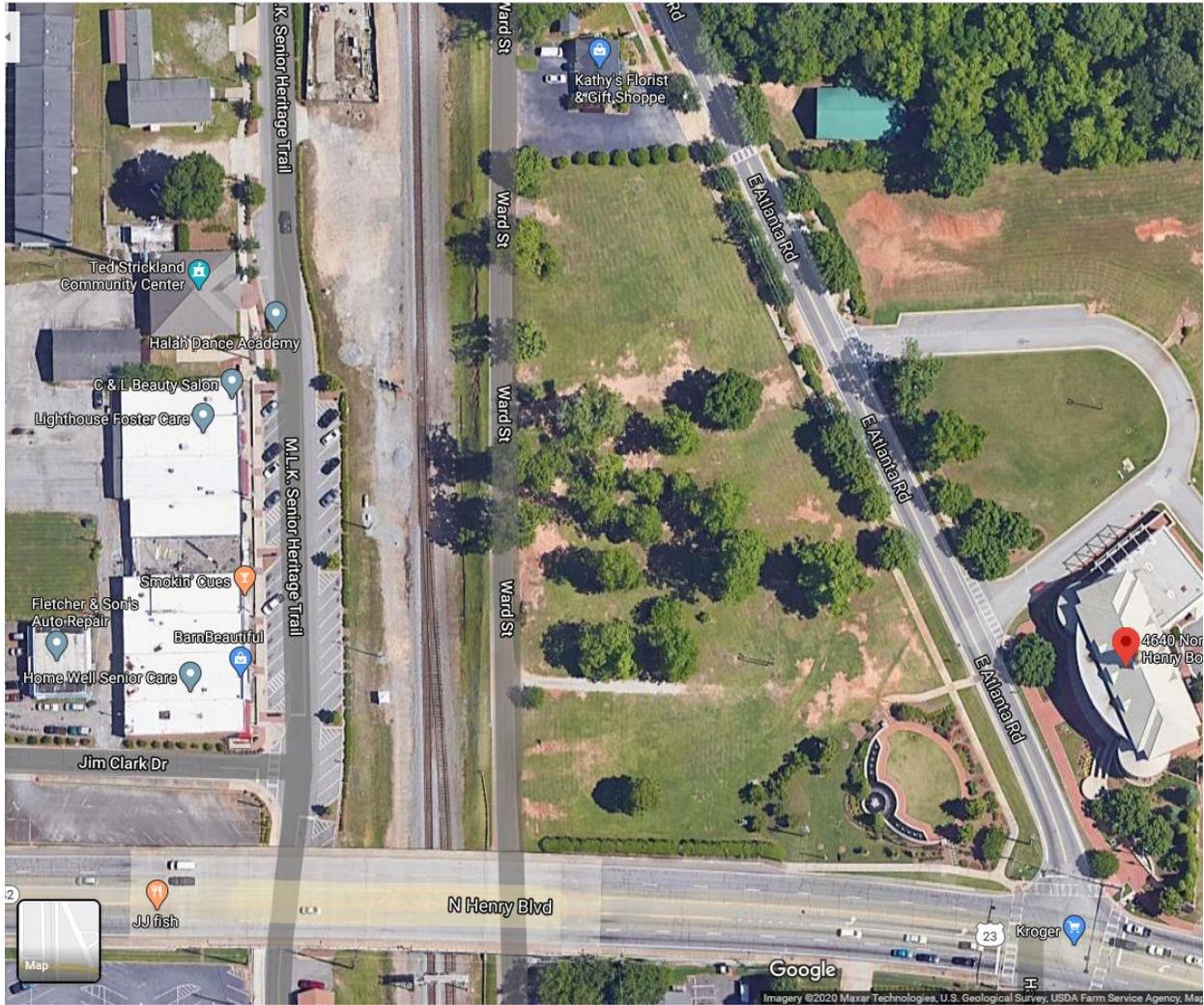
LANDSCAPE MAINTENANCE SERVICES FOR THE  
CITY OF STOCKBRIDGE

**All bids must be Mailed Only to the City at the address listed in the bid.  
Proposer should obtain tracking receipt and provide proof of the  
receipt via email within 3 days after bid opening date.**

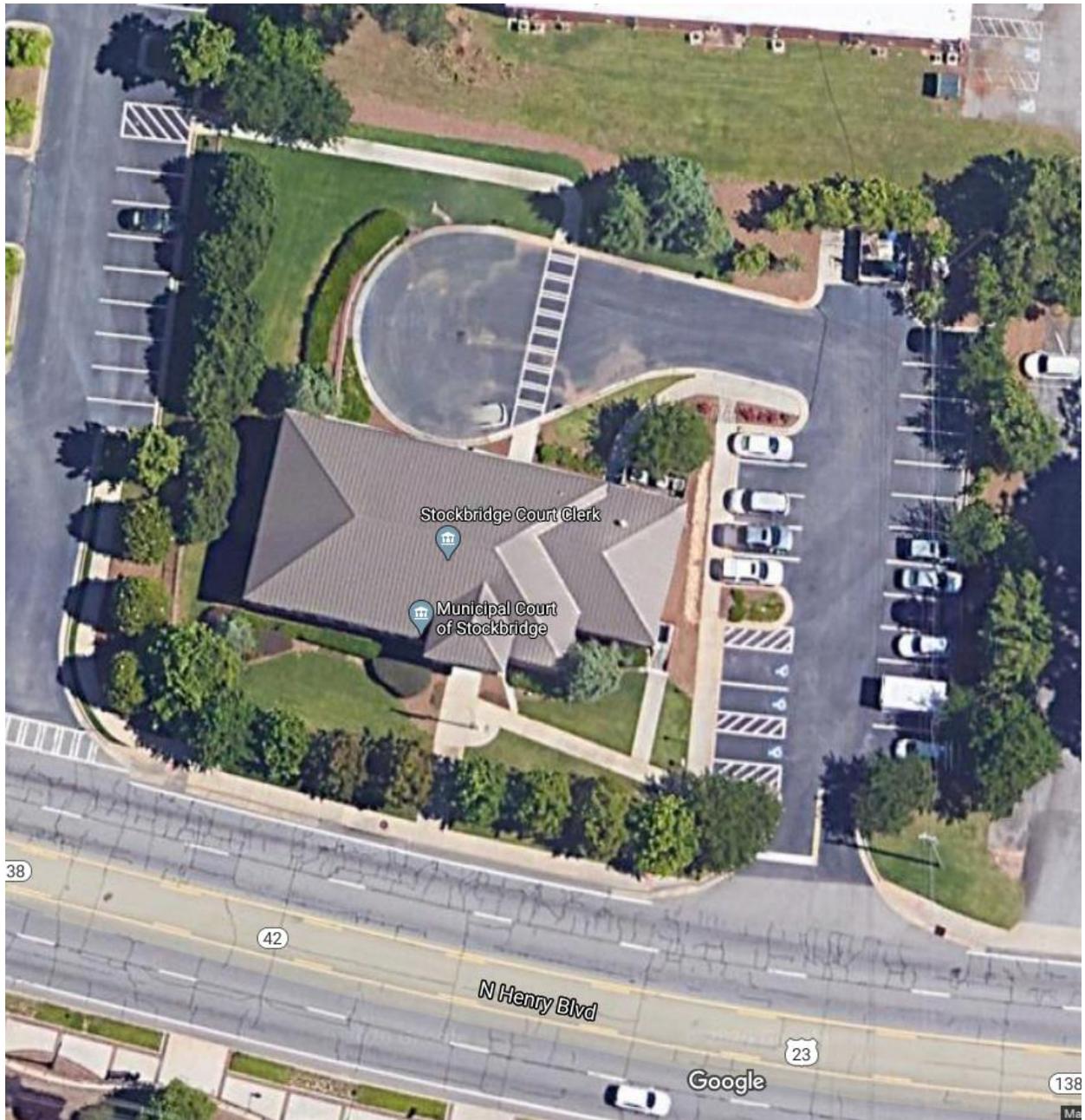
# City of Stockbridge City Hall – 4640 North Henry Blvd



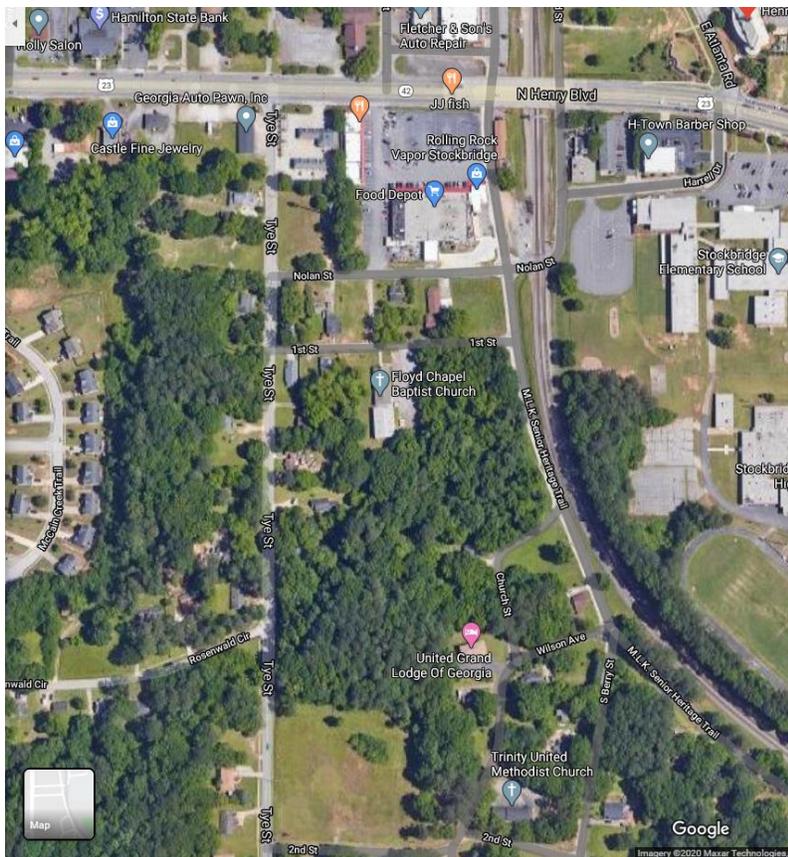
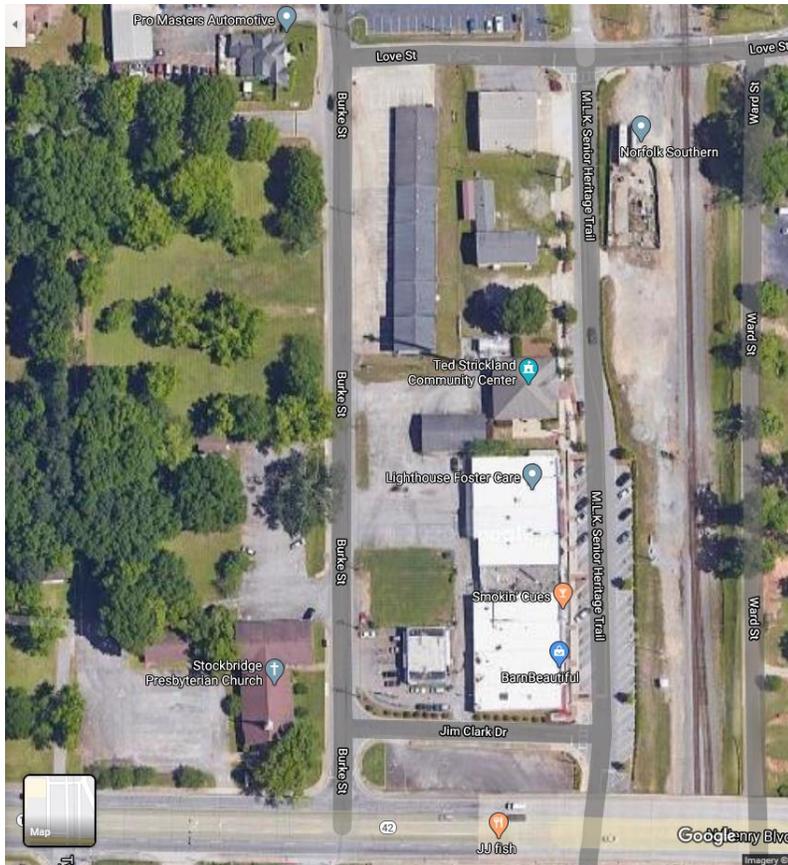
# Stockbridge City Hall Fountain Park – 4640 North Henry Blvd



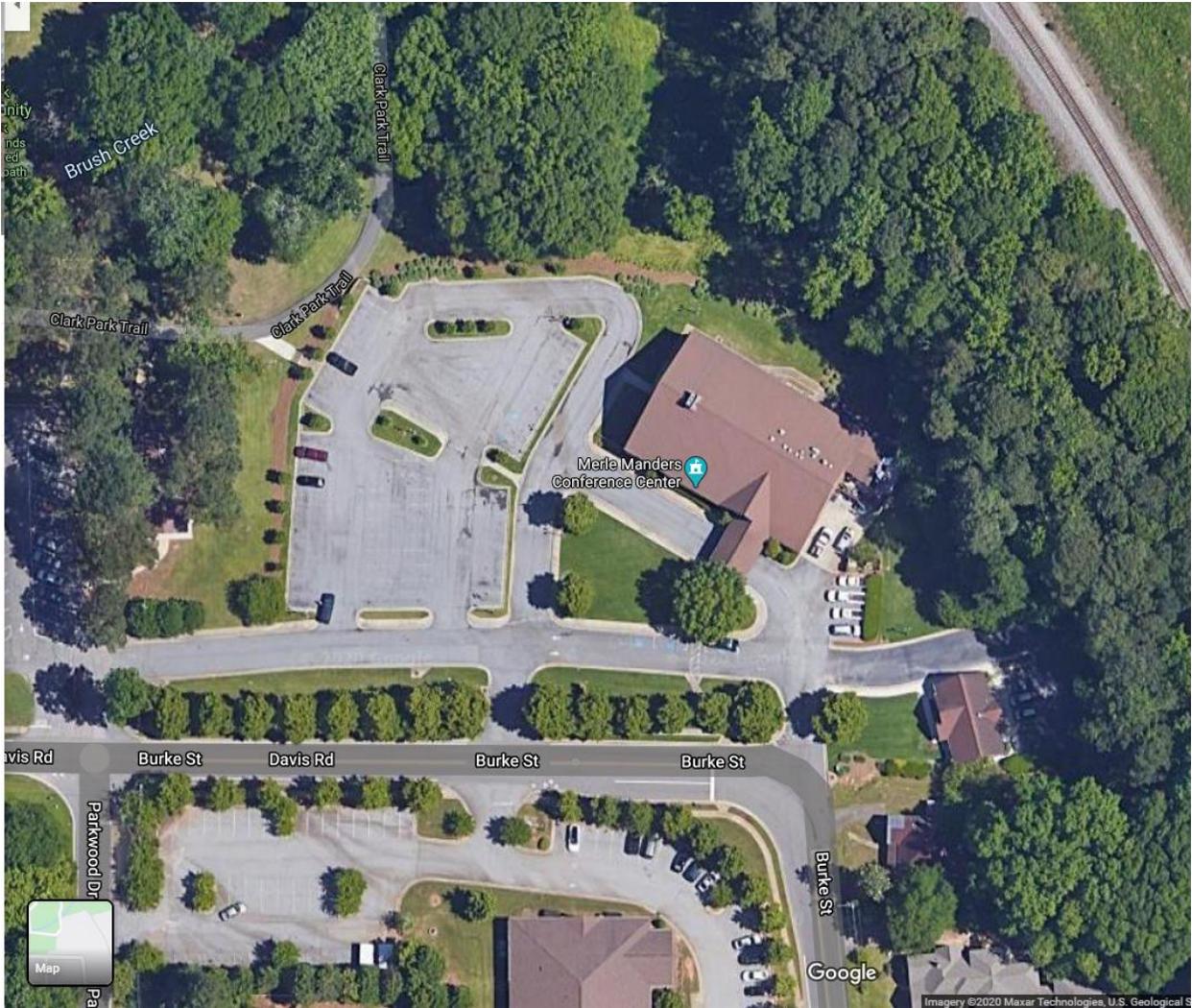
City of Stockbridge Municipal Courts – 4602 North Henry Blvd.



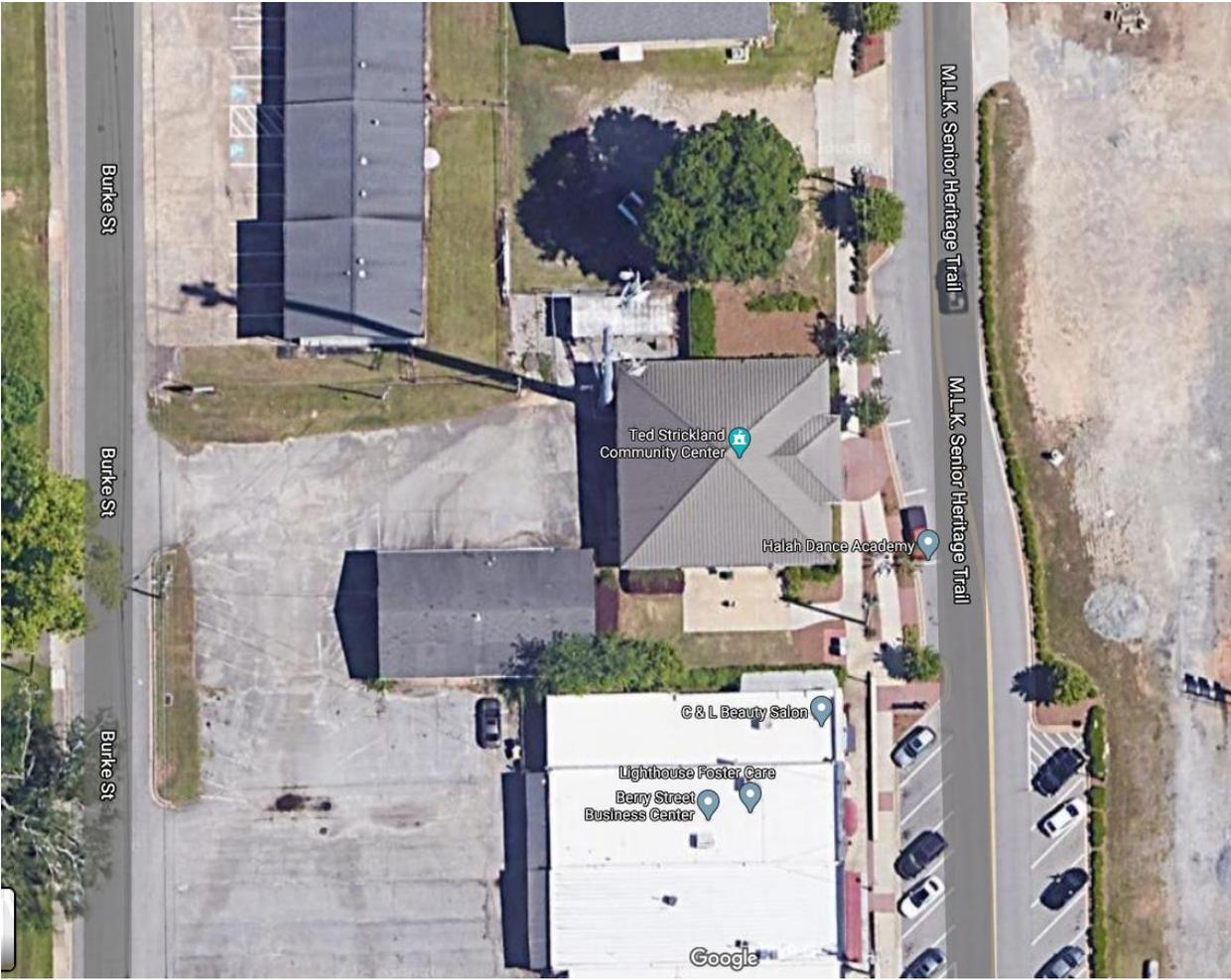
# MLK Sr. Heritage Trail - Streetscape from Love Street to Wilson Avenue



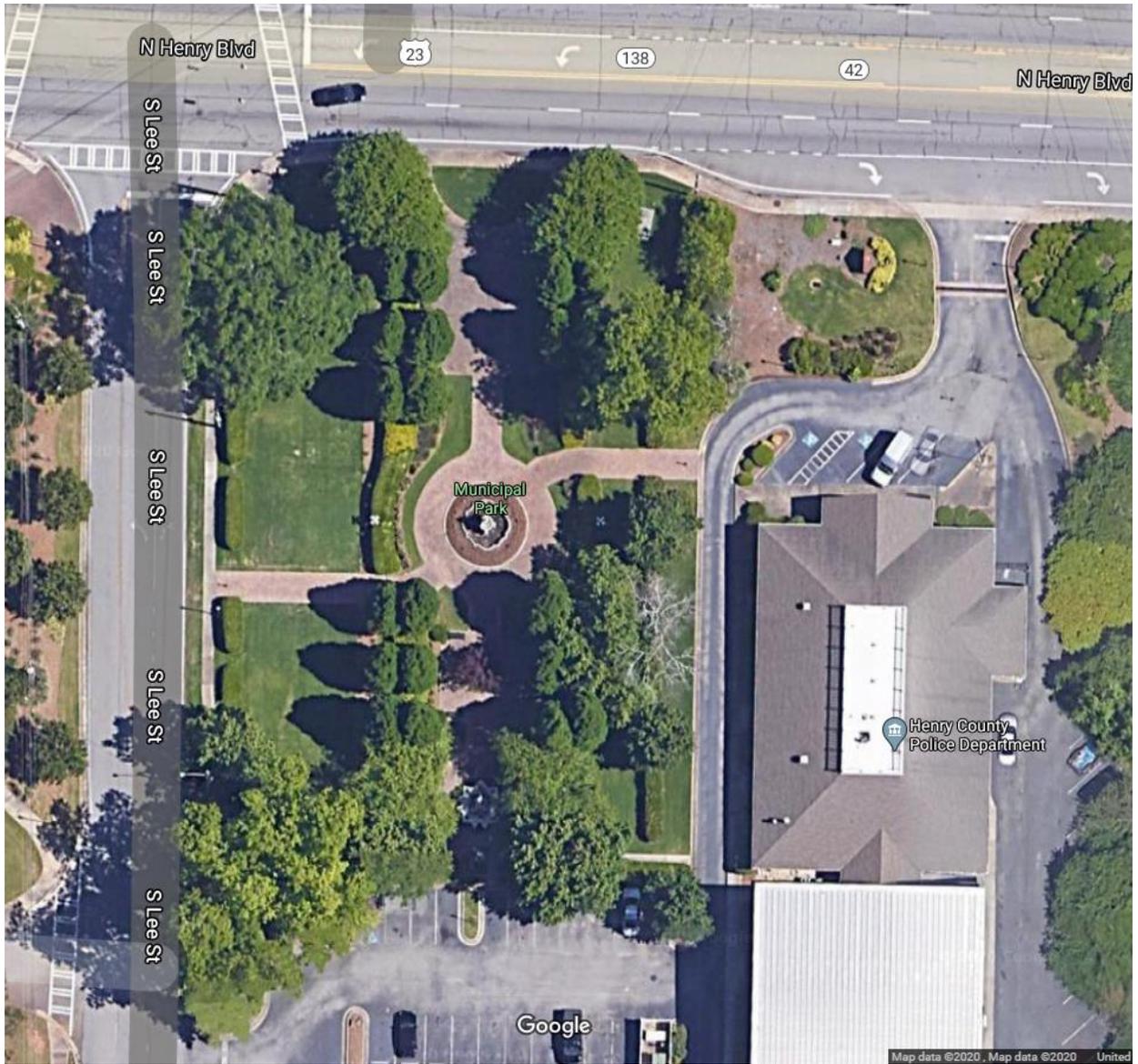
Merle Manders Conference Center and Admin Building – 111 Davis Road



Ted Strickland Community Center – 130 MLK Sr. Heritage Trail



# City of Stockbridge PD (Police Department) Park – 4557 North Henry Blvd



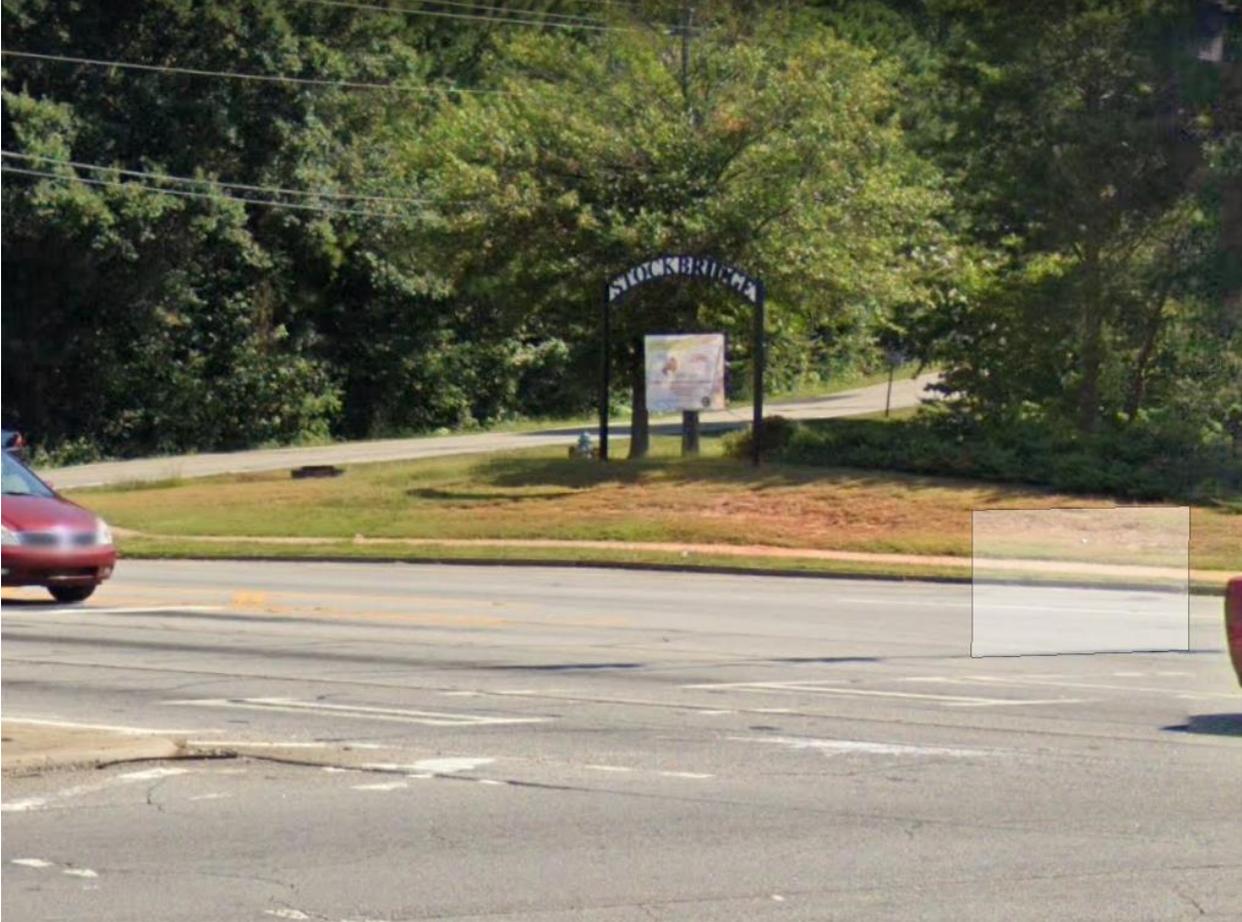
# North Henry Blvd Street Scape - Harrell Drive to South Lee Street



**City of Stockbridge Banner Pole – North Henry Blvd at Rock Quarry Road**



**City of Stockbridge Banner Pole – North Henry Blvd at Davis Road in front of Walmart – 5600 North Henry Blvd.**



# Stockbridge East Atlanta Road Street Scene (From North Henry BLVD to Love Street Both Sides)

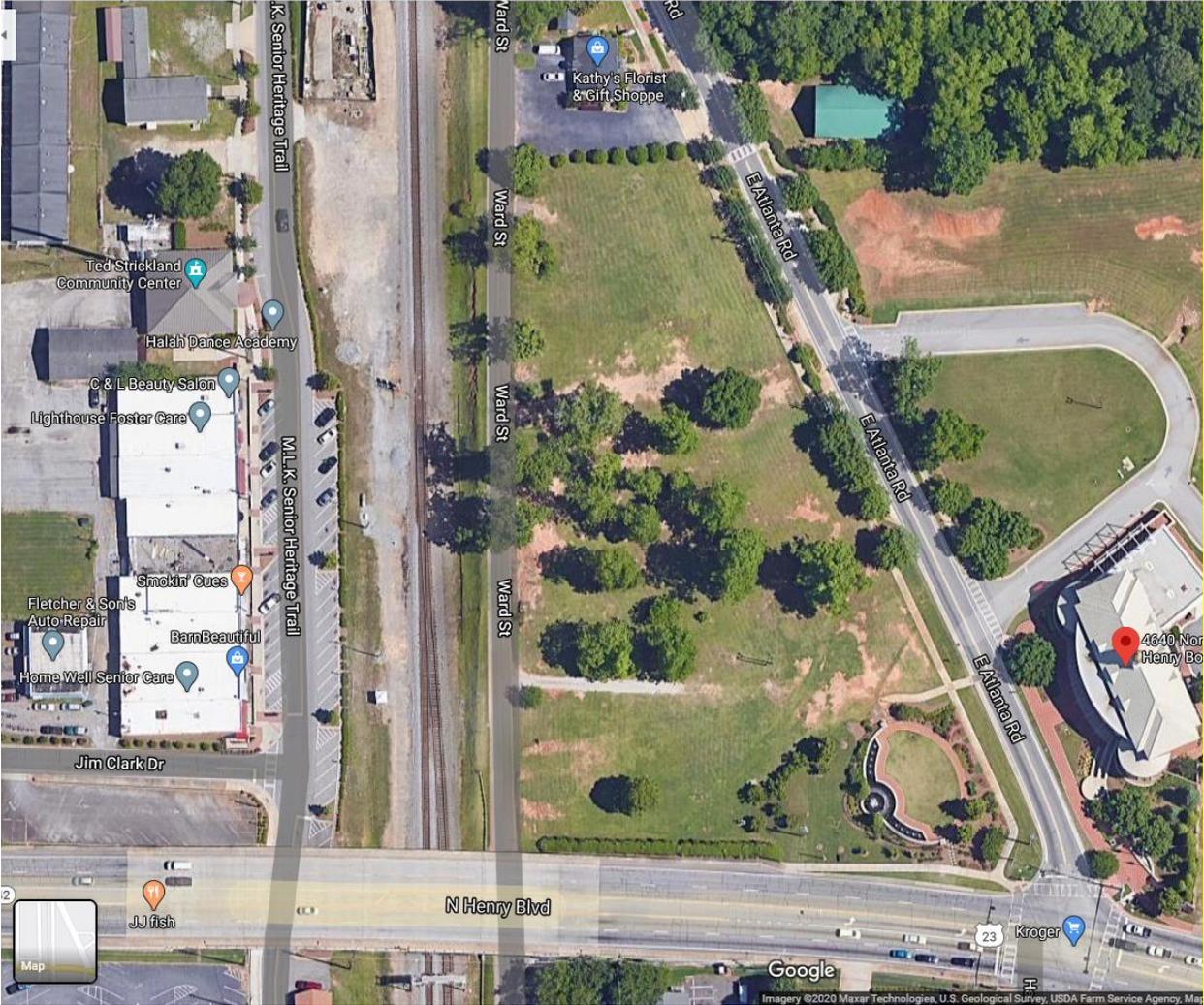
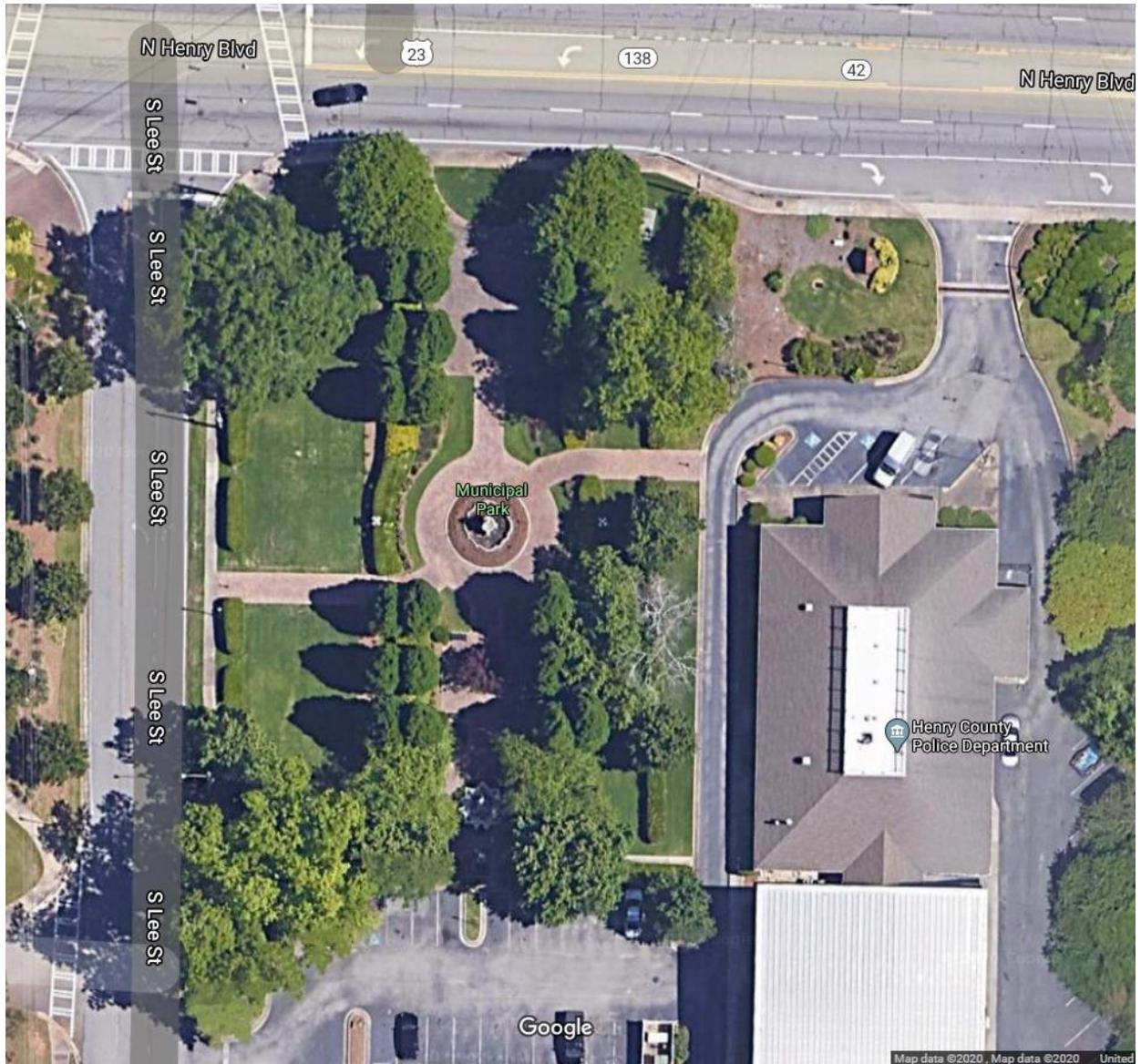


Figure 1 Street Scene

# City of Stockbridge Municipal Park – 4557 North Henry Blvd



Floyd Chapel Baptist Church – 104 First Street



**Green Front Café - 112 Second Street**

