

July 23, 2018

Subject: Request for Proposals #1518-P: On Call Landscaping Services

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified firms for on-call landscaping services for the county's Water System. You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to Ted Crumbley in writing via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 10:00 am on Thursday, August 9, 2018.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Request for Proposals #1518-P
Request for Proposals Name: On Call Landscaping Services

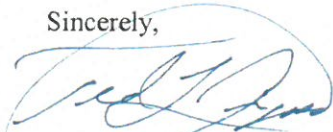
Your envelope must be sealed, and should show your company's name and address.

Proposals will be received at the above address until 3:00 pm, Thursday, August 16, 2018 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals, cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,



Ted L. Burgess
Director of Purchasing

Attachment

Request for Proposals #1518-P On Call Landscaping Services

SCOPE OF WORK

The Fayette County Water System is requesting proposals from qualified, full-time landscaping personnel to provide on-call services for all Fayette County Water System owned buildings, facilities, and sites. The Contractor will provide Landscaping repairs, upgrades, installations, and replacements for components of Fayette County Water System facilities and infrastructure on an as-needed basis during the contract period. The initial term of the contract will be from contract execution through June 30, 2019. As stated in the General Terms and Conditions, two 12-month renewal terms are available, with the agreement of both parties.

The purpose of this Request for Proposal (RFP) is to provide interested vendors the necessary information for preparing quotes for Landscaping Services that will meet the Fayette County Water System's specific needs. The county seeks a contract that guarantees response time and rates for Fayette County Water System.

The contract will not guarantee a certain amount of hours or annual sum paid.

Questions regarding this RFP should be directed to Fayette County Purchasing Department. No Fayette County Water System personnel are to be contacted.

General Requirements:

- a. All work shall comply in every respect with the Building Laws, Fayette County and Fayette County Water System Regulations, Code Requirements (Fayette County, State, or International).
- b. The contractor shall obtain and pay for all licenses as may be necessary or required for the completion of the work.
- c. All equipment, materials, etc. specified to be removed from the site shall become the property of the contractor, unless otherwise stated.
- d. All repair work will be left in a clean safe and workable condition.
- e. Contractor shall ONLY repair, replace, upgrade or install work that is instructed.
- f. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to contact the designated Fayette County Water System representative and request clarifications before proceeding.
- g. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
- h. By executing this contract, the Contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
- i. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no cost to the Fayette County Water System.
- j. If temporary repairs are needed due to an emergency, the Contractor is instructed to do so at the direction of the Fayette County Water System's designated representative.
- k. All permanent repairs must be made as soon as is possible. This must

be complete at a minimum within five (5) days approval to proceed has been given.

- I. It will be the responsibility of the Contractor to leave the area in a clean, "broom swept" state. Contractor must remove all debris generated while making repairs, replacements, or installations.
- m. Contractor is an independent contractor. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the Fayette County Water System. The Contractor is not to be deemed an employee or agent of the Fayette County Water System and has no authority to make any binding commitments or obligations on behalf of the Fayette County Water System except as expressly provided herein.

PROPOSAL RESPONSE REQUIREMENTS

Your proposal must include the following, preferably in the order shown:

- 1) **Cover Page:** Include the Request for Proposals number (#1518-P) and Title (*On Call Landscaping Services*). Also include your firm's name, address, telephone number, fax number, and email address.
- 2) **Required Documents:**
 - a. Company Information Page
 - b. Contract Affidavit under O.C.G.A. § 13-10-91(b)(1)
 - c. List of previous projects (as described in #4 below)
 - d. Schedule of prices and on-call response times (as described in #6 below)
 - e. Signed addenda, if any are issued
- 3) **Company Background and Experience:** Give a brief overview of your company, including the number of years in the landscaping business, background, and history. Describe any specialized work or special expertise your company may have.
- 4) **Quality of Work / References:** Provide a list of a minimum of five similar projects you have completed in the last five years, with at least two for whom you performed frequent or ongoing landscaping services. Include the company or governmental entity name, location, contact person, phone number and email address, and type of work done. The county reserves the right to contact any or all of the listed entities to obtain references and other information that will be relevant in evaluating the company.
- 5) **Response Time:** State, on the form provided, your proposed response time to arrive on-site for the following:
 - i. Regular (routine) calls
 - ii. Urgent calls: risk of property damage or long term health risk
 - iii. Emergency calls: high health risk or danger of injury or loss of life

- 6) **Price:** State hourly rates and materials markup percent on the form provided. All applicable charges shall be included in your total base proposed amount, including but not limited to equipment, installation, labor, and any other amounts. No additional charges will be allowed after the proposal opening.

The price schedule allows for a proposed increase only at the time of contract renewal each year, which is July 1. An increase will be allowed only if included in your proposal and the resulting contract.

EVALUATION CRITERIA

An Evaluation Committee will review and evaluate proposals. They will be evaluated and scored on the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Company Background and Experience	20
Quality of Work / References	20
Response Times	20
Price – Hourly Rates	20
Price – Materials Markup	20

Points for hourly rates, materials markup, and response times will be calculated using a weighted-score formula that the county has adopted for its requests for proposals.

Interviews

Depending on the number of proposals received and other considerations, Fayette County reserves the right to identify a “short list” of companies. The county may invite the top-scoring company, or the short-listed companies if applicable, to participate in interviews. In the event interviews are conducted, each interviewed firm will be scored up to 30 additional points. Those points will be added to the company’s previous evaluation score.

**RFP #1518-P: On Call Landscaping Services
Proposed Prices and Response Times**

A. HOURLY RATES

Regular Hourly Rates Monday-Friday (8am to 5pm) _____ Per Hour

After Hours Rate Monday – Friday _____ Per Hour

Weekend Rate _____ Per Hour

Holiday Rate _____ Per Hour

B. MATERIALS MARKUP

Markup of materials above vendor cost _____ %

Percent increase, if any, on the above hourly rates
at contract renewal time (July 1) each year: _____ %

Note: The above rates shall include all charges, including transportation, labor, mobilization, indirect costs, and any other charges. Additions or changes will not be allowed after proposal opening date and time. The contractor shall provide all equipment and materials needed for each project.

C. ON-CALL RESPONSE TIME

Regular hours Monday – Friday _____ Hours / Minutes

Urgent (risk of property damage or long term health risk) _____ Hours / Minutes

Emergency (high risk or danger of injury or loss of life) _____ Hours / Minutes

Number of employees available for emergency calls _____

GENERAL TERMS AND CONDITIONS
RFP #1518-P: On Call Landscaping Services

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is **#1518-P** and
 - c. The RFP Name, which is ***On Call Landscaping Services***

Mail or deliver one (1) original proposal, signed in ink by a company official authorized to make a legal and binding offer, and three (3) copies to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your offer.
6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
10. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.

13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
14. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed. Each project or work assignment shall be authorized via a written Task Order or Project Notice to Proceed.
15. **Term of Contract:** The term of this agreement shall begin upon contract execution, and continue through June 30, 2019. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
16. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
17. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
18. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
19. **Non-Assignment:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the county.
20. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

- **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

21. **Building Permits:** Work performed for the county requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
22. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
23. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
24. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
25. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

RFP #1518-P: On Call Landscaping Services

COMPANY INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

1518-P: On Call Landscaping Services

Name of Project

Fayette County, Georgia

Name of Public Employer

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

Executed on _____, _____, 201__ in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201 ____.

NOTARY PUBLIC

My Commission Expires:
