



Department of Purchasing and Contracting 3120
 Stonecrest Blvd.
 Stonecrest, Georgia 30038

Invitation to Bid

Landscape Maintenance Services

July 11, 2022

ITB Number: 2022-007

Due Date: August 11, 2022

Time Due: 2:00 p.m., ET

Monday, July 11, 2022	Release of ITB
Monday, July 18, 2022 10:00am	Site Visit Contact: Malcolm Whichard Browns Mill Recreation Center 5101 Browns Mill Rd Stonecrest, GA 30038
Monday, July 25, 2022	Deadline for Questions at 5:00pm
Friday, July 29, 2022	Responses to Questions Posted via Bidnet
Thursday, August 11, 2022	Submission of Bids Due by 2:00pm
Monday, August 22, 2022	Recommendation at Council Meeting
Monday, September 1, 2022	Anticipated Notice to Proceed

City of Stonecrest
Invitation to Bid
Landscape Maintenance Services

ADVERTISEMENT FOR INVITATION TO BID

NOTICE TO OFFEROR:

The City of Stonecrest invites vendors to submit bids to provide landscape maintenance services.

Questions regarding the Request for Bid should be directed to <https://www.bidnetdirect.com/georgia/cityofstonecrest>. **Only questions received prior to 5:00 p.m. on July 25, 2022, will be considered.**

Bid must be received by **August 11, 2022, to 2:00 p.m. ET**. To be entitled to consideration, bid must be submitted electronically at <https://www.biddirect.com/georgia/cityofstonecrest>. Only bids submitted via Bidnet will be considered.

Restrictions on Communicating with City of Stonecrest Staff

From the issue date of this ITB until the final award is announced (or the ITB is officially cancelled), Proposers are not allowed to communicate with any City staff regarding this solicitation except through the Issuing Officer named herein. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision.

1.0 PURPOSE

1.1 The City of Stonecrest (City) is seeking a qualified Contractor for Landscape Maintenance Services for City owned properties. The Contractor shall furnish all horticultural supervision, labor, material, equipment, maintenance, and transportation required to maintain the landscape.

1.2 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, bids shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. The City, at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City of Stonecrest.

2.0 FACILITIES LOCATIONS

2.1 The approximate acreage of each facility has been provided below. Each Offeror is responsible for determining all factors necessary for the submission of a comprehensive response to the ITB. This includes, but is not limited to, measuring each field, if necessary, to determine your proposed fees for services. No plans or blueprints are available.

The locations covered under this contract include the following, other locations may be added in the future:

Facilities	Address	Approximate Acreage	Landscaping	Sport Turf
Browns Mill Park Complex & Aquatic Center	5099 Browns Mill Road	10.78	3.93	6.85
Southeast Athletic Complex	5845 Hillvale Road	36.51	11.05	25.46
Salem Park	5290 Salem Road	3.34	3.34	
Gregory Moseley Park	5600 Miller Grove Road	1	1.0	
Fairington Park	2831 Fairington Parkway	5.26	1.90	3.36
“New” Fairington Park	Intersection Fairington Club Drive and Fairington Pkwy	1.5	1.5	
Everett Park	5106 Klondike Road	84.6	84.6	
Panola Shoals	4432 Panola Road (Snapfinger)	10.5	10.5	
Sam’s Club	2994 TURNER HILL RD	3	1	
	Total Acreage	156.49	118.82	35.67

3.0 SCOPE OF SERVICES

3.1 The scope of services consists of providing mowing, edging, trimming, maintenance of shrubs, hedges, and annual and perennial plants, fertilizing, chemical and mechanical weed control, irrigation maintenance, pest control, sports turf/baseball fields maintenance, mulching, debris removal, and general maintenance of the City own properties, meeting the Performance Standards established in this solicitation.

- 1) The Contractor shall provide a minimum of two (2) dedicated crews of three (3), or an acceptable number of professional staff that can complete the tasks set forth in this bid. Adequate personnel must always be provided to allow all personnel to work in a safe manner.
- 2) The Contractor shall provide dependable equipment, supplies, tools, and materials necessary to perform complete landscaping and sports fields maintenance.
- 3) Provide all supplies and materials necessary for the performance of the work. These supplies include but are not limited to turf chemicals, cleaning solvents and any other materials required to properly maintain the parks.
- 4) All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation.
- 5) If any question arises about disposal, it will be the contractor responsibility to notify the City for instructions.
- 6) Provide sports field maintenance services to include but not limited to mowing, trimming of the fields and the surrounding areas.
- 7) At each city park the contractor shall inspect on a monthly basis for poison ivy and treat as necessary and keep all weeds and debris clear of the fence lines and bleachers.
- 8) The Contractor shall provide a weekly report to the Director of Parks and Recreation of all services provided at each location. The same report shall be available for Finance Director inspection, upon request.

4.0 TURF MAINTENANCE

4.1 Provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification limited to, pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime, and other chemicals consistent with best management practices. The Contractor shall provide the materials, equipment, and labor to perform all applications.

4.2 SEVEN POINT CHEMICAL PROGRAM

- 1st Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer
- 2nd Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.
- 3rd Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate

- 4th Application – Third week of June, granular nitrogen, weed control and ammonium nitrate.
- 5th Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate.
- 6th Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.
- 7th Application – Fourth week of September, pre-emergent, weed control and pre-emergent. Do not apply on fields that will be over seeded. Provide and treat all grass athletic fields for fire ants twice per year in the spring, summer and as needed during the warmer months.
- The Contractor will ensure chemical program is developed and monitored by a Georgia Department of Agriculture licensed fertilizer and pesticide applicator.
- Conduct soil testing on each sports field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

4.3 **TURF MOWING**

- 1) Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- 2) Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- 3) Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is always to be taken when operating around fixtures to prevent damage to them.
- 4) Mowing (Warm Season Bermuda grass): During the warm weather growing season, Bermuda grass shall be maintained at a height of 1 ½” to 2”. All clippings and thatch shall be removed from the turf area. During the growing season, grass shall be cut weekly or as weather conditions dictate.
- 5) Contractor will keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.

4.4 **TURF EDGING**

- 1) Edging and trimming along curbs, walks, bed edges and tree rings shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season.
- 2) Mow strips shall be treated with a non-selective herbicide as needed.

- 3) Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- 4) Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

4.5 **Turf Fertilization & Weed Control:**

- 1) Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area.
- 2) All lawn areas shall be treated with crabgrass prevention and broad leaf weed control products as necessary.

4.6 **Aerating:**

- 1) Perform core aeration of all grass athletic fields three times per year in May, July, and October. The schedule may vary based upon the weather conditions but at no time will the aeration be done sooner than four weeks after the previous aeration.
- 2) Perform aeration when the turf is actively growing and not under stress.
- 3) Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).
- 4) Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.
- 5) Use a vibratory tine aerator to a depth of 2-3 inches during the winter months and as needed during the rest of the year to alleviate compaction.

4.7 **Top Dressing:**

- 1) After each aeration, the fields will be top dressed with sand as part of a continual process to eventually smooth out all lumps in the turf and soften the field surface.
- 2) Apply no more than ½" of material during an application. Incorporate the material by mat dragging.

4.8 **Verticutting:**

- 1) Provide de-thatching as needed within a comprehensive sport field maintenance schedule/program.

5.0 LANDSCAPE SERVICES

5.1 The Contractor is responsible for providing mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, weed control, pest control, mulching, debris removal, and general maintenance of the City own properties, meeting the Performance Standards established in this solicitation.

5.2 Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

5.3 Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

5.4 The Contractor will be responsible for replacing any flowers, shrubbery, or trees damaged or killed by mowers, metal-blade edgers, trimmers or pesticide applications.

5.5 Plant 10 annual flower beds twice a year. It will take approximately 20 flats with 6" containers.

5.6 **Parking Lots:**

1. The Parking Lots/Areas shall be inspected daily for debris, damage, and safety issues caused by fallen plant life or downed trees. Dispose of all debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.
2. Parking lot shall be blown weekly
3. Any Parking Lot islands must have the mulch refreshed at least twice a year to maintain a neat appearance. The contractor shall apply two to three inches of mulch. The contractor will provide and install the mulch as part of this scope of work.
4. The islands must be kept weed and grass free using a recommended weed control or by weeding by hand. Pruning of the trees and shrubs shall be done in January. In the parking lot, vegetation will be cut back to prevent damage to vehicles. Any vegetation where the growth has the potential to harm a pedestrian or vehicle shall be pruned when discovered.

5.7 **Other Services:**

- 1) **Spring Clean-Up** shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.
- 2) **Fall Clean-Up** shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual plantings, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.
- 3) **Beautification** (baseline maintenance/park reset) of all of the city owned parks shall be performed and included in pricing. The beautification of the parks will consist of a comprehensive clean-up of debris, leaf removal from all flower beds, turning flower beds, mowing, trimming shrubbery, pruning trees, weed removal, etc. This “kick-off” service will reset the parks to a presentable state and will serve as the baseline for future services and treatments.
- 4) The City reserves the right to add other locations and/or services as needed. New and unforeseen services will be identified as additional services when determined by the city that such work is not covered by these specifications. Upon notification that additional services will be required, the Contractor shall submit an itemized, written bid for such work to the City.

6.0 **TREE AND SHRUB, & FLOWER MAINTENANCE**

- 1) All plant and tree material are to be pruned in a manner to provide a neat natural appearance.
- 2) Water all flowers and shrubs 2 to 3 times per week throughout the year.
- 3) Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing, corrective, and selective pruning techniques are left to the discretion of the Contractor.
- 4) Limbs that are below 15' from ground level shall be removed with prior written authorization.
- 5) Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.
- 6) Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be sheared to maintain desired shape and height.
- 7) Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of plants shall be removed.
- 8) All plant material will be fertilized with a balanced slow-release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.
- 9) The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
- 10) Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. City shall be informed before any drastic cutbacks are performed.
- 11) All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
- 12) All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.
- 13) The Contractor is responsible for cutting and removing any fallen trees in the parks. The Contractor will be requested to provide a separate quote prior to the removal of fallen tree(s)

7.0 GROUND COVER AND BEDS

- 1) Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- 2) All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.

- 3) Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.
- 4) Debris shall be removed during maintenance visits in order to ensure a neat appearance.
- 5) Soil surfaces shall be raked smooth and cultivated regularly.
- 6) Vines shall be trimmed neatly against supporting structures and kept within bounds.
- 7) Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- 8) Sign faces and windows shall be kept clear of encroaching growth.
- 9) Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a bid for replacement shall be submitted and approved by the City prior to replacement.
- 10) Mulching: The Contractor shall provide and maintain a minimum of 3” of course organic mulch at all times over bare soil areas surrounding shrubs. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch.
- 11) Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.

8.0 EXTERIOR COLOR

- 1) Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.
- 2) The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- 3) It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.
- 4) Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.
- 5) Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two to three times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.
- 6) Soil shall be cultivated periodically to promote adequate aeration and to counteract the

effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

9.0 TRAIL AND TRAILHEAD

- 9.1 The trailhead shall be maintained to facilitate a clean, safe, and assessable greenspace within the City. Dispose of all trash and debris in the dumpsters weekly and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.
- 9.2 The paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.

10.0 REQUIREMENTS

- 10.1 The contractor will adhere to all current State and Federal construction safety regulations, including OSHA regulations. The Contractor must maintain a safe work zone for their employees, pedestrians, and vehicular transportation. All work shall be inspected and approved by the City Official.
- 10.2 The Contractor's personnel shall perform work in a neat and professional manner as directed by the City and in compliance with all Federal, State, and City of Stonecrest regulations and OSHA rules and regulations shall be followed at all times.
- 10.3 Emergency situations (water leaks, etc.) shall be reported immediately to the City Officials (24-hours/day).
- 10.4 The City reserves the right to require the replacement of any team members that the City determines do not meet the minimum educational, training or experience standards expected by the industry or by their actions and demeanor have failed to display the character and professionalism required by the City.
- 10.5 The Contractor shall also be required to own or possess under a rental or lease contract specific equipment for use in the performance of the Work.

11.0 SERVICE REQUIREMENTS

- 11.1 The Contractor shall have been in continuous operation for a minimum of the past five years working in commercial landscape maintenance from the date that the ITB is issued.
- 11.2 The Contractor shall provide a qualified on-site full time working Crew Supervisor to manage Contractor's personnel at the sites. This person shall have full authority to act for the Contractor on all matters relating to the daily work on the fields and shall be the City's point of contact.
- 11.3 The Supervisor shall effectively communicate in English. The Field Supervisor shall have a minimum of (3) three years of experience as a ground's maintenance supervisor on contracts of similar size and scope. A resume shall be submitted with your response.
- 11.4 Subcontracting of specialized work (i. e., pesticide, tree removal) is permitted under this Contract, with the prior written approval of the City Official.
- 11.5 The Contractor must have at least one full time employee with a degree in turf management, agronomy, horticulture, or a related field to manage this project or 5 years' experience in one of these disciplines.
- 11.6 The Contractor must be fully licensed with all required State and/or Local government licenses and permits, including, but not limited to, disease and pest control, herbicides, horticultural

services, etc. If sub-contracting, must provide valid licenses for subcontractor.

- 11.7 The Contractor must have Georgia pest control licenses This individual will perform any pesticide applications for this contract.
- 11.8 The Contractor must be a financially sound company primarily engaged in professional landscape maintenance in the State of Georgia.
- 11.9 Proposer must possess a minimum of five (5) years' experience performing landscape maintenance services under its current business name and ownership under contracts with a similar size, scope, and complexity.
- 11.10 The Field Supervisor must have a minimum of three (3) years supervisory experience on work of a similar size, scope, and complexity.

12.0 BID SUBMISSION REQUIREMENTS

To be entitled to consideration, bids must be submitted electronically at:
<https://www.biddirect.com/georgia/cityofstonecrest>

- 12.1 Each bid shall provide the following information:

1. Letter of Transmittal:

The letter of transmittal must contain the following statements and information:

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- Federal and State taxpayer identification numbers of the firm.
- Required Forms:
 1. Certification of Sponsor Drug-Free Workplace;
 2. Invitation to Bid Application
 3. Conflict of Interest Disclosure
 4. Certificate and Acknowledgement
 5. Georgia Security and Immigration Compliance Act Affidavit
 6. Subcontractor Affidavit (if applicable)
 7. Georgia Department of Agriculture Licenses

2. Qualifications and Experience

1. Provide a brief history of your company providing services requested in this ITB.
2. Provide references for five current clients that the Offeror has provided services for at least three (3) year. The name, phone number, and email address of the primary contact for each reference must be included.
3. Provide an organizational chart of your company. Identify key staff member(s) that will be assigned to the City of Stonecrest.
4. Provide a list of equipment to be used on the proposed work. Please indicate if this equipment is currently owned or will be purchased if awarded the contract.

3. Methodology

1. Provide a detailed methodology that comprehensively defines and describes the individual tasks involved in performing the Landscape Maintenance services.
This information may be based on, but is not limited to, the information provided in the scope of services of this ITB.
2. Provide a sample of the weekly report to be submitted for services provided.

4. Cost Bid

1. Provide an annual cost for each park and each sports field on the Excel spreadsheet – Attachment A. Cost must include all supplies, materials, labor, equipment necessary to perform the Landscape Maintenance Services.

13.0 EVALUATION OF BIDS

- 13.1 To be eligible for consideration, bids shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the awarded banking institution to meet all specifications and guidelines set forth herein.
- 13.2 The City evaluation committee will evaluate each bid properly submitted. The City, at its sole discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decision by the City.

14.0 EVALUATION CRITERIA

- 14.1 Selection of the Contractor will be based upon a competitive selection process. All elements of the pricing bid will be considered include responsiveness of bid and price. Criteria to be evaluated shall include the following:
 - 1) Experience, references, and past performance under a similar scope of Services.
 - 2) Cost to perform the required services stated in the ITB.
 - 3) Contractor capabilities and references as related to the requirements in the Scope of Services.
 - 4) The ability and capacity of the offeror and the skills, experience, and availability of the specific individuals to be assigned to the City to perform the services required.

15.0 GENERAL INFORMATION

- a. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the offeror's responsibility to check the Bidnet's website <https://www.bidnetdirect.com/georgia/cityofstonecrest> for any/all addendum(s).** Answer(s) to all questions will be given after the deadline for questions has expired, and posted on the City's website, if applicable, within the specified timeline herein.
- b. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations

of specifications shall be made upon the basis of this statement.

- c. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The bid must be signed by an official authorized to bind the offeror.
- d. The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery bid may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
- e. The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- f. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the bid.
- g. Correction or withdrawal of bids is permitted in accordance with instructions contained within the ITB. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the ITB
- h. Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

16.0 AWARD

- 16.1 The following bid shall be awarded to one “responsive” offeror on a total lump sum price basis. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

17.0 CONTRACT PERIOD

- 17.1 This contract shall be for one (1) base term (of one year or less) with four (4) four-year available options to renew at the sole discretion of the City of Stonecrest. This contract will be conditional upon the offeror’s ability to comply with requirements set forth in the solicitation documents.

18.0 NON-DISCRIMINATION

- 18.0 The City does not discriminate on the basis of race, age, sex, national origin, religion, or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

20.0 BUSINESS ENTERPRISES

The City strongly encourages Small Business firms to participate in this ITB.

21.0 PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS

21.1 All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

22.0 INSURANCE

22.1 Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain, and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

- a. Statutory Workers’ Compensation Insurance
- b. Comprehensive General Liability Insurance
- c. Automobile Liability
- d. Umbrella Liability Insurance

The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor’s operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor’s insurer(s) under this additional insured provision.

23.0 CONTRACT TERMS

23.1 Proposers must agree to fix contract costs for the first two (2) years. If the proposer intends to revise its cost schedule after the initial period, it must give written notice to the City 90 days in advance of any cost change. Costs may be changed only on the contract anniversary date. These costs are subject to negotiation and approval by the City and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12-month trailing period.

24.0 PROFESSIONAL SERVICES AGREEMENT

24.1 The selected Contractor is expected to enter into the standard City agreement as per attached Professional Services Agreement. Responding organizations are able to propose their own agreement. The City reserves the right to reject any proposed agreement that does not conform

to the specifications contained in this ITB and which is not approved by the City Attorney's office.

25.0 CAUSES FOR TERMINATION

25.1 Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the bid; violation of any law governing services provided to the City; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees which, in the opinion of the City, would adversely affect its interest, or endanger the structure of the City such as a spin off or merger which materially affects the terms of this agreement. The City may terminate the agreement without penalty on 90 days' notice.

26.0 AWARD OF CONTRACT

26.1 The Purchasing Department will open the Bids and prepare a register of those responders submitting bids. All bids shall remain firm for forty-five (45) calendar days after the Bid opening.

26.2 Before awarding the ITB, the city may request additional information from Responders.

26.3 The City reserves the right to reject any and all Bids if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

26.4 The ITB contract will not necessarily be awarded to the Responder submitting the Bid that receives the highest rankings or submits the highest financial bid. The City will award the contract to only one responsive and responsible Responder submitting the most advantageous bid taking into consideration the evaluation criteria, responsiveness of the bid to the ITB Requirements, program goals and objectives, benefits to the community, and overall costs to the City.

26.5 The selected bid will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

27.0 BID REJECTIONS

27.1 The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

27.2 Bids will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years;
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health safety, or welfare;
- Has had a contract terminated with the City within the last 5 years.

28.0 Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

29.0 DISCLAIMER/RESERVATION OF RIGHTS

29.1 The city does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this ITB.

29.2 The City reserves the right to extend the deadline for submission of bids, to request supplementary information, to conduct interviews with any or all of the developers' submitting bids, to waive minor informalities, and to reject any or all bids, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all bids when required to do so by applicable law.

30.0 DUE DILIGENCE

30.1 The Responder shall be responsible for conducting due diligence in responding to this ITB. If, after the ITB is issued but prior to the receipt of Bids, the ITB must be amended or clarified, the purchasing agent may issue an Addendum.

30.2 Should you have any questions, contact Malcolm Whichard, Procurement Manager, at (470) 727- 0076 or mwhichard@stonecrestga.gov.