



**REQUEST FOR PROPOSAL**

**Parks & Recreation Landscaping, Maintenance, and  
Janitorial Services**

**BID REFERENCE NO. 2019-009**

Contact:

CITY OF STONECREST  
PURCHASING DEPARTMENT  
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STONECREST, GEORGIA 30038  
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# PROPOSAL REQUIREMENTS - RFP SECTION I

## I. INTRODUCTION AND BACKGROUND

### Introduction

The City of Stonecrest is seeking a qualified \_\_Contractor/Vendor\_ to provide Park and Facilities Maintenance Services to the City. The successful respondent will enter into a contract with the City of Stonecrest for the provision of services related to \_\_Landscaping, Sports Field Maintenance, Trail and Trailhead maintenance, and Janitorial services.

It is important that the City have the ability to select the most advantageous proposal based on the quality and scope of the proposal, proposed budgets, adherence to proposal City requirements as identified within this RFP, and the City's established deadline for initiation of March 20, 2019. The term of the services will be for 1 year, expiring without further obligation of the City on December 31, 2019, with automatic yearly renewal, for a possible three additional one-year terms.

### Background

The City of Stonecrest is located in the southern portion of DeKalb County and has a current population of approximately 54,000. The City provides municipal Parks and Recreation services.

**For additional information or any questions concerning this bid document, please contact Sean De Palma, Director of Parks & Recreation, Purchasing Coordinator, at 3120 Stonecrest Boulevard, Stonecrest, Georgia 30038; (770) 224-0191; sdepalma@stonecrestga.gov.**

## II. SCOPE OF WORK

- A. General Conditions
- B. Facility Landscaping
- C. Sport Field Maintenance
- D. Trailhead & Trail Maintenance
- E. Janitorial Services

### SCOPE OF SERVICES

#### Project structure, Scope of work and deliverables

##### SECTION 1. *General Conditions Applicable to all Contracts*

The City of Stonecrest (City), is seeking written proposals from qualified vendors to provide Parks Management Services for various task orders as may be defined within this RFP.

The City of Stonecrest is located in the southern portion of DeKalb County and has a current population of approximately 54,000. The City provides municipal Parks and Recreation services. The following is an inventory of parks facilities within the City of Stonecrest:

- Davidson-Arabia Mountain Nature Preserve – approx. 2,705.7 acres
- Browns Mill Park Complex– approx. 62.2 acres
  - Browns Mill Recreation/Community Center, 4929 Browns Mill Road
  - Browns Mill Aquatic Center, 5099 Browns Mill Road
- Southeast Athletic Complex, 5845 Hillvale Road– approx. 97 acres
- Salem Park, 5290 Salem Road– approx. 11 acres
- Miller Grove Park, 2458 Panola Road– approx. 19 acres
- Gregory Moseley Park, 5600 Miller Grove Road– approx. 18 acres
- Fairington Park, 2831 Fairington Parkway– approx. 14.5 acres
- Everett Park, 5106 Klondike Road– approx. 84.6 acres
- Chestnut Lakes Park, 6758 Mahonia Place– approx. 27.6 acres
- Davidson-Arabia Mountain Nature Preserve, Klondike Rd– approx. 2,705 acres
- Trailheads:
  - Panola Shoals
  - Murphy Candler Elem. School

- Lyon’s Farm
- Flat Rock (Evans Mill Ruins)
- Brown Mills Road
- Vaughter’s Farm
- A.W.A.R.E. Trailhead
- Davidson-Arabia Mountain Nature Preserve
- Stonecrest Library
- Stonecrest Mall

Through a public-private partnership model, the City of Stonecrest is looking for qualified vendors to provide services in the following areas:

- Facilities Landscaping
- Park and Sport Field Maintenance
- Trail & Trailhead Maintenance
- Janitorial Services

The city is not responsible for the safety and security of any equipment or material stored at this location. (should such a location be identified and provided)

The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

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.

The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.

The contractor’s field employees will wear identifiable uniforms, badges, and appropriate safety equipment while performing services outlined in this RFP.

Include any additional products and/or services available that vendor currently offers in their normal course of business that is not included in the scope of this RFP that you think will enhance and add value to the product.

In computing any period of time established under this contract, except as may be otherwise specified, when referring to a period of time of ten (10) days or less the word “days” means business days (excluding city holidays), and when referring to a period of time of more than ten (10) days means calendar days.

## SECTION 2. *Facility Landscaping*

### General Requirements

The City of Stonecrest Parks and Recreation Department (City) requests for interested parties to submit formal sealed proposals for Landscape Improvement & Maintenance of City owned properties. Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period. The Facilities covered under this contract include the following:

- Browns Mill Park Complex– approx. 62.2 acres
  - Browns Mill Recreation/Community Center, 4929 Browns Mill Road
  - Browns Mill Aquatic Center, 5099 Browns Mill Road
- Southeast Athletic Complex, 5845 Hillvale Road– approx. 97 acres
- Salem Park, 5290 Salem Road– approx. 11 acres
- Miller Grove Park, 2458 Panola Road– approx. 19 acres
- Gregory Moseley Park, 5600 Miller Grove Road– approx. 18 acres
- Fairington Park, 2831 Fairington Parkway– approx. 14.5 acres
- Everett Park, 5106 Klondike Road– approx. 84.6 acres
- Chestnut Lakes Park, 6758 Mahonia Place– approx. 27.6 acres
- Davidson-Arabia Mountain Nature Preserve, Klondike Rd– approx. 2,705.7 acres

Provide and furnish all labor, materials and equipment required or inferred from Specifications to complete the Work.

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 of Stonecrest Department of Parks and Recreation.

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. If any question arises about disposal it will be the contractor responsibility to notify the City for instructions. Scattering or wasting debris along the r/w or edge of wood lines will not be permitted without prior approval.

The Contractor will notify the City representative of any rotation of crew members a minimum of one (1) week prior to any rotation. The rotation of certified staff with non-certified staff will not be permitted. Key staff members, as identified in the contract documents, may only be replaced as outlined in those documents. 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.

The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

If the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

Contractor will be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers or pesticide applications.

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.

Emergency situations (water leaks, etc.) shall be reported immediately to the Director of Parks and Recreation or designee(24-hours/day).

### Turf Maintenance

Turf Mowing: 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. 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. 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.

**Turf Edging:** 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. Mow strips shall be treated with a non-selective herbicide as needed. 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. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

**Turf Fertilization & Weed Control:** 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. All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.

**Trash, Debris and Graffiti Removal:** During routine maintenance visits the Contractor is responsible for removing trash and debris from the property. Any graffiti shall be reported to the Director of Parks and Recreation and removed the same day that it is discovered.

**Aerating:** Aerating turf is required a minimum once per year. Use equipment with hollow tines that removes a soil core. Aeration activities shall be scheduled to coincide with active growth period of the turf species, avoid hot weather conditions, and avoid peak time of crabgrass and other weed seed germination.

**Landscape Services:** Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

### Tree and Shrub Maintenance

All plant and tree material are to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.

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.

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 whenever possible.

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.



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.

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.

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.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.

#### Ground Cover and Beds

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

Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance. Soil surfaces shall be raked smooth and cultivated regularly. Vines shall be trimmed neatly against supporting structures and kept within bounds. Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings. Sign faces and windows shall be kept clear of encroaching growth.

#### Mulching

Contractor shall maintain a minimum of 3" of coarse 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. 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.

#### Irrigation Services

Contractor shall provide expertise and all labor to water all areas as required.

Contractor shall inspect, test and insure proper time clock operations. This includes monitoring the irrigation sprinkler system to insure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways, streets and buildings.

The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.

The system shall be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the City. The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs shall be at the City's expense, if approved.

Throughout the contract term the Contractor shall present repairs and maintenance requirements to the City immediately. The City agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid.

Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24 hour basis, seven days a week.

Contract price shall include a system start-up and winterization.

#### Exterior Color

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.

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.

It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

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.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.

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.

Litter shall be removed as color is generally in a focal area. 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 proposal for replacement shall be submitted and approved by the City prior to

replacement. The City agrees to be financially responsible to replace plant materials on a timely basis.

The Contractor should be able to provide landscape design recommendations for new plantings. Cost will be charged on an hourly rate basis as requested by the City.

### Other Services

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.

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.

## SECTION 3. *Sport Field Maintenance*

### General Requirements

The following inventory of parks requires Sport Field Maintenance:

- Brown Mills Park (baseball/softball, football), 5099 Brown Mills Road– approx. 62.2 acres.
- Southeast Athletic Sports Complex (baseball/softball, soccer/multi-use, football,)), 5845 Hillvale Road– approx.97 acres
- Fairington Park, 2831 Fairington Parkway– approx. 14.5 acres
- Basketball courts, tennis courts, and other hard surfaces are exempt from Sport Field Maintenance (maintenance of those areas will be handled via Facilities Maintenance)

Provide sport field maintenance services to include but not limited to mowing, trimming, cleaning, removal of trash on the fields and the surrounding areas. At each city park the contractor shall also inspect on a monthly basis for poison ivy and treat as necessary and keep all weeds and debris clear of the fence lines.

These fields are operated under an Agreement with various sports associations (ex. youth soccer, baseball, softball, football, etc.) and work will be coordinated as needed.

Provide all supplies and materials necessary for the performance of the work. These supplies include but are not limited to turf chemicals, plastic bags for the garbage cans and doggie bag/disposal stations, cleaning solvents and any other materials required to properly maintain the park.

Provide crew(s) with the proper number of staff and equipment to perform park maintenance services identified in the scope and in assigned work orders. Adequate personnel must always be provided to allow all personnel to work in a safe manner.

Contractor will ensure sport field maintenance schedule/program is developed and monitored by a Certified Sports Field Manager.

Weekly activity reports shall be provided indicating the work performed. These will be reviewed at a weekly review meeting held at City Hall/ Parks & Recreation Department.

Empty trash cans as needed and replace trash bags. Fields and trash cans will be inspected, at a minimum, every Friday and Monday throughout the year.

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. If any question arises about disposal it will be the contractor responsibility to notify the City for instructions. Scattering or wasting debris along the right of way or edge of wood lines will not be permitted without prior approval.

The Contractor will notify the City representative of any rotation of crew members a minimum of one (1) week prior to any rotation. The rotation of certified staff with non-certified staff will not be permitted. Key staff members, as identified in the contract documents, may only be replaced as outlined in those documents. 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.

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

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

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.

Assist in the development of hazard mitigation plan.

Emergency situations (water leaks, etc.) shall be reported immediately to the Parks and Recreation Department or designee (24-hours/day).

### Equipment and Materials

Provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Maintain equipment to meet clean and professional condition reflecting the City's high standards. The equipment is to include a field drag, rotary mowers for turf cutting, edgers, trimmers, blowers.

Equipment failure does not excuse the contractor from the completion of the task.

### Turf Care

Prior to each mowing, all trash, sticks, stones and debris will be removed from the site. Mowing will be done with a rotary mower that is not used for right of way maintenance.

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

Aeration: 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. Perform aeration when the turf is actively growing and not under stress. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions). Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means. 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.

Top Dressing: 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. Apply no more than ½" of material during an application. Incorporate the material by mat dragging.

Verticutting: Provide the ability to de-thatch as needed within a comprehensive sport field maintenance schedule/program.

Turf Management: Provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification shall be discussed with the City prior to implementation. Chemical program shall include, but is not limited to, pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime and other chemicals consistent with best management practices. Contractor shall provide the materials, equipment and labor to perform all applications.

### Seven Point Chemical Program

1<sup>st</sup> Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer

2<sup>nd</sup> Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.

3<sup>rd</sup> Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate

4<sup>th</sup> Application – Third week of June, granular nitrogen, weed control and ammonium nitrate

5<sup>th</sup> Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate

6<sup>th</sup> Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.

7<sup>th</sup> 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.

Contractor will ensure chemical program is developed and monitored by a GDA licensed fertilizer and pesticide applicator.

Conduct soil testing on each athletic field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

Leaf Removal: All leaves on the fields will be removed with each mowing during the months of October through December.

Irrigation System Maintenance: In March, the irrigation system shall be turned on and evaluated for proper system function. There will be a check for leaks throughout the system. Each spray head will be checked for proper function including the spray pattern, shut off upon cycle completion and full retraction at the end of the watering cycle. The battery(ies) in the controller shall be replaced. The rain gauge will be checked to make sure it is connected, programmed into the controller and properly functioning.

In May, July and September, the irrigation system will be checked and spray patterns will be adjusted and watering schedules modified as necessary to assure full coverage of the fields.

In November, the irrigation systems shall be shut down and winterized. The water shall be turned off at the water meter and the RPZ and lines shall all be drained.

The labor for repairs performed during normal work hours will be included in this scope of work. The materials required will be separately invoiced.

Recommended Schedule: The following is a recommended schedule. Weather conditions, infestations and other unplanned events and activities will result in adjustments to this schedule.

January                      Mow as needed

February                     Mow as needed

March                        Pre-emergent + herbicide application

Mow as needed

Activate and test irrigation systems, perform routine maintenance as required.

April                         Fertilize + Herbicide as needed

Mow as needed

May           Aeration  
Top dress with sand  
Mow as needed  
Fertilize + Herbicide as needed  
Evaluate irrigation system and modify as required

June           Fertilize + Herbicide as needed  
Mow as needed

July           Aeration  
Top dress with sand  
Fertilize + Herbicide/Insecticide as needed  
Mow as needed  
Evaluate Irrigation system and modify as required

August       Fertilize + Herbicide as needed  
Top dress with sand  
Mow as needed

September   Fertilize & lime application as needed  
Mow as needed  
Evaluate Irrigation system and modify as required

October           Aeration (Brown Mills and Southeast Athletic Sport Complex)  
Top Dress with sand  
Over seed with Ryegrass – Include seed & starter fertilizer (Brown Mills and Southeast Athletic Sport Complex)  
Mow as needed

November   Winterize irrigation system  
Fertilize Ryegrass  
Mow as needed

December   Mow as needed

#### Baseball/Softball Field Maintenance

Add infield clay / sand mix during the winter months prior to scheduled play in the spring and, add infield mix in the summer months before play in the fall.

Sod cut and box scrape all lips to eliminate hazards.

Drag the dirt infields twice weekly during the season of typically active play to provide a safe playing surface. A schedule of fields to be prepared will be provided on a weekly basis. Drag the dirt infields once per week during the season that is not typically active play.

Provide and install infield dirt conditioner to promote drainage and a softer surface. City to provide conditioner.

Inspect outfield turf weekly to locate any holes in the playing surface and fill all holes with top soil and cover with sand.

Inspect and repair any fencing that is detached or curling.

Blow out dugouts, and pitching warmup lanes as needed during the season of typically active play.

Inspect dugout gate latches and doors weekly and make repairs as needed.

#### Soccer/Multi-Use Field Maintenance

Remove trash as required and deposit it into the park dumpsters. Daily inspect turf areas for debris, damage and safety issues.

Inspect and adjust gates to assure proper function as needed.

Clean and sterilize biological residue from on field accidents.

#### SECTION 4. *Trailhead & Trail Maintenance*

The following inventory of parks requires Trailhead and Trail Maintenance:

- Panola Shoals
- Lyon's Farm
- Evans Mill Ruins
- Brown Mills Road
- Vaughter's Farm
- Murphy Candler Elem. School
- A.W.A.R.E. Trailhead
- Davidson-Arabia Mountain Nature Preserve
- Stonecrest Library
- Stonecrest Mall

#### Trail Maintenance

The city has 20+ miles of paved and natural trails throughout the Arabia Mountain area. All trails within the City's park system (paved/concrete and natural) shall be inspected weekly for debris, trash, damage and safety issues. Garbage cans and pet pots along the trails shall be serviced when they are ½ full or greater. Dispose of all trash and debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.



The paved/concrete portion of the trail shall be edged and blown off weekly. Any graffiti shall be reported to the Director of Parks and Recreation and removed the same day that it is discovered. Vegetation shall be cut back at least 24” from the trail’s hard surface.

The wooden walkway and boardwalks shall be inspected monthly. All loose or damaged wood shall be replaced. Any graffiti shall be reported to the Director of Parks and Recreation and removed the same day that it is discovered.

The natural surface of the trail shall be kept clear of vegetation, both horizontally and vertically, that users on the trail would contact. The trail shall be inspected for roots, stumps and other trip hazards and where possible, they must be removed.

### Trailhead Maintenance

The 10 trailheads provide access points to the 20+ miles of trails. The trailheads shall be maintained as though they are clean, safe, and assessible 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. The porta-potties should be inspected and maintained twice weekly.

The paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly. Any graffiti shall be reported to the Director of Parks and Recreation and removed the same day that it is discovered.

## SECTION 5. *Janitorial Services*

### A. General Requirements

The contractor shall furnish all labor, equipment, cleaning solutions, and other services necessary for the complete janitorial service in accordance with these specifications and provisions of the contract(s) for janitorial services to the following parks inventory:

- Brown Mills Recreation Center,
- Brown Mills Athletic Complex,
- Browns Mill Aquatic Center (seasonal)
- Southeast Athletic Complex
- Arabia Mountain Nature Preserve
- and all City parks

The contractor shall establish effective communication channels to allow daily communication between Director of Parks and Recreation or designee and the responsible contractor staff. The contractor or his/her designee will be available for weekly/monthly evaluations of services provided by the contractor. In an effort to allow maximum effective communication between the City and contractor, the City requires a contractor’s site supervisor and at least one of the contractor’s staff who is on duty at all times must speak, read, and write fluent English. Children, friends, family, or other persons not directly employed by the contractor are strictly prohibited from City’s premises. Bi-Weekly meetings between the Director of Parks and Recreation or designee and the contractor’s project supervisor will be required.

The Contractor shall make every effort to recycle as much of the waste as possible. Janitorial staff will collect recyclables and deposit them into the proper on-site recyclable materials depository. The custodial contractor is to supply all light bulbs, toilet tissue, hand towels, paper seat covers, liquid soap for dispensers, plastic trash can liners, cleansers, disinfectants, solvents, waxes, cleaning tools, equipment and any additional supplies necessary for the contractor to perform to the contract specifications.

Material Safety Data Sheets of all chemicals used during custodial services must be furnished to the Director of Parks and Recreation or designee. Contractor is responsible to furnish Material Safety Data Sheets to their custodial employees while working with any chemicals used while performing the services required of this bid and scope of work.

Contractor's equipment and supplies shall not be left on public walkways where someone could walk into them or trip over them. Doors to the contractor's supply closets shall remain closed and locked when an employee is not immediately present.

Contractor must present themselves in a professional manner to the City of Stonecrest and the public as a representative for the City of Stonecrest. Clothing must be appropriate and in good condition, no discriminatory verbiages or symbols are allowed, logos may be of work-related verbiage, signage, or symbols only, safety apparel must be worn at all times especially in vehicle traffic areas. It is the contractor's responsibility to make sure their employees are in working condition and not under any influence of drugs or alcohol. Contractors Equipment and Vehicles Equipment and vehicles must be in good working order and in clean safe condition. Vehicles do not need to have a logo with contractor's name applied but is preferred. Vehicles must appear professional to represent the City of Stonecrest.

#### Parking Lot Maintenance

The Parking Lots/Areas shall be inspected daily for debris, trash, damage and safety issues. Dispose of all trash and debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.

The parking lot shall be blown off weekly. Any graffiti shall be reported to the Director of Parks and Recreation or designee and removed the same day that it is discovered.

Any Parking Lot islands must have the mulch refreshed at least once a year to maintain a neat appearance. The contractor shall determine the amount of mulch that is required. The contractor will provide and install the mulch as part of this scope of work. 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.

The playgrounds must have the surface inspected weekly. There are several surface types including poured in place and engineered wood fiber (EWF). The EWF should be blown or swept into the play space pit and leveled. It is especially important that the areas that get worn away by play be leveled to maintain a safe cushion. The playground surface shall be kept free of weeds by hand picking the weeds. No chemicals shall be used on the playground surface. If

additional EWF is required, the City will pay for the EWF and the contractor will provide the labor, tools and supervision to install the material.

The scope of work is divided into several services at several locations. Custodial services are for the 8 City parks, recreation center, sports complex, 10 trailheads, 15-18 parking lots. Inventory is noted in **Appendix “A”**

#### Daily Responsibilities

*All daily responsibilities to begin in first day of contract*

##### Bathrooms

Clean bathroom toilets/sinks/counters, mirrors

Refill toilet paper, soap dispensers, paper towel dispensers

Sweep and mop bathroom floors

Clean mirrors, windows & doors

Empty trash cans and replace liners

##### Unoccupied Areas – lobby, halls, and breakroom

Sweep and mop all floors

Empty trash cans and replace liners

Clean water fountains

Sweep outside entry area

Pick up trash in parking lot and perimeter of facility

##### Unoccupied classrooms and auditorium

Sweep and mop all floors

Empty trash cans and replace liners

##### Offices

Vacuum or sweep and mop as dictated by floor

Empty trash cans and replace liners

##### Outside

Empty trash cans and replace liners

Submit Maintenance/Repair notices as needed

*All Weekly Responsibilities to begin in first week of contract*

#### Weekly Responsibilities

##### Bathrooms

Wipe down bathroom walls

Dust (including for spider webs)

##### Common areas – lobby, halls, multi-use rooms, gymnasium, and kitchen

Dust entire facility (including spider webs)

Clean breakroom microwave in/out

Offices

Dust (except for personal desks)

Monthly Responsibilities

Bathrooms

Buff Floors

Unoccupied Areas – lobby, halls common classrooms, and breakroom

Buff Floors

Clean refrigerator and toaster oven

Clean trash cans inside and out

Clean and organize storage room for inspection

Clean and straighten sink room/mop closets

Dust light fixtures/replace bulbs as needed

Check Fire Extinguishers (tag and update)

Storage Areas

Sweep and mop all floors

Dust

Outside

Clean trash cans inside and out

Quarterly Responsibility

Clean Windows of facility inside and outside

Semi - Annual

Clean, Paste Wax, Buff all lobby, halls, breakroom, common areas, gymnasium, and classrooms

Additional Services

New and unforeseen work will be classed as extra work when determined by the City that such work is not covered by these specifications. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City. The City shall retain the right to reject such cost proposal and perform the extra work with City workers or other contractors. Should the proposal be acceptable to the City, the Contractor

*All Monthly Responsibilities to begin in first week of contract.*

*All quarterly responsibilities to begin in the first month of the contract.*

*All semi-annual responsibilities to begin in the first month of the contract.*

shall be advised in writing and upon receipt of such written notification, shall begin the work within ten (10) working days or as agreed to between the Contractor and the City.

The Contractor shall do such extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials and equipment. Payment for extra work performed shall be as agreed to by the Contractor and the City. Compensation for material will be the responsibility of the City; however, the Contractor must provide invoice copies to be compensated for material at all times.

Emergency situations (water leaks, etc.) shall be reported immediately to the Parks and Recreation Department or designee (24-hours/day).

### **III. PROPOSAL INFORMATION**

To be considered responsive to this RFP and to facilitate evaluations, submittals should be organized in the order of the outline given below and include the following information.

Please include a title on each page of your proposal and number pages to ensure proper identification.

1. Cover Letter
2. Landscaping, Maintenance and Janitorial Experience and capacity
3. Identify landscaping and turf maintenance equipment inventory
4. Identify general maintenance staff capacity (irrigation technician...etc.)
5. Proposed Compensation
6. References

#### **Cover/Transmittal Letter**

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- Company's information including qualifications, name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- Company's mailing address, contact person, telephone number for primary contact person, and email address.
- A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

#### **Company Experience and Capacity**

Provide information on the Company's qualifications and include the proposed methodology for accomplishing the tasks described in the RFP.

Respondents shall provide the below information in this section of the proposal:

- History of the company, including but not limited to: year of inception, organizational chart for the agency, and name of all principals within the firm (years with the firm).
- Provide information on whether your company has been involved in any recent acquisitions or mergers within the last five (5) years and if this applies, provide specific details on whether the acquisition or merger has been consummated and the status of such consolidation.
- Address whether your company is currently in default on any services or purchase agreement, loan agreement or financing arrangement with any bank, financial institution, or other entity and if yes, specify date(s), details, circumstances, and prospects for resolution.
- Staffing levels to include size and experience of the staff and team (names and titles of individuals) and number of employees that would be assigned to this contract; resumes

of key personnel on the team and their roles; and three (3) references for each key personnel on the team. Include experience with supervising staff within a municipal park maintenance setting.

- Identify relevant/direct Municipal Park Maintenance experience and qualifications/evidence of turf maintenance experience to include the specific years; list of clients and portfolio managed within the past five (5) years to include amount of facilities and types of amenities. The Responder must provide evidence of financial capacity to undertake the proposed contract.
- Include a summary of the customer service philosophy, ongoing training efforts within the company.
- Corporate financial statements and bank references under separate cover to be opened and reviewed upon request. (Please note that the City reserves the right to conduct or seek background or credit reports on the applicant(s) in conjunction with their proposals.)
- Identify any actual or potential conflicts of interest.
- A statement that the applicant agrees to submit any information needed by the City in order for the City to perform its own due diligence in reviewing all proposals;
- A statement from the applicant indicating any foreclosures in the past ten (10) years for any individuals or parties who are owners of a 10% or more beneficial interest in the entity making the proposal.

### **Proposed Landscaping, Maintenance and Janitorial Plan**

Provide an outline of your plans to Landscaping, Maintenance and Janitorial service and include the below:

- Turf maintenance plan
- Chemical Treatment Plan
- Conceptional annual and bi-annual cleaning program

Provide any other pertinent information on how your firm would approach this work to include how each segment will function to deliver the necessary services and how these different segments are managed to coordinate the required services and typical duties. Examples may include The application method for chemical.

### **Proposed Compensation**

Indicate your proposed fee for Landscaping, Maintenance and Janitorial services based on the Scope of Services in this RFP, and provide a detailed breakdown of how it is calculated. Identify all other expenses or fees associated with your agency's proposed services.

The fee quoted should be presented as a flat rate with specialized services and additional staff rate itemized. If another methodology which differs from the above is provided to the City in calculation of the fee for employee rate and specific service, the City reserves the right to determine the best methodology for consideration to meet its needs. The fee quoted by the Responder is subject to evaluation, selection, and negotiations.

## References

The Responder shall provide three (3) customer/client references within the past seven (7) years to include the name of the customer/client, contact person, email address, telephone number, and type of facilities serviced.

## **IV. RFP PROCESS/SUBMITTAL OF REQUIREMENTS**

### Proposal Submission Requirements

**Delivery:** One (1) unbound marked “original” & four (4) marked “copy,” **which must be typewritten or printed in ink**; include one electronic .pdf copy; delivered to the below address by the **deadline of 5:00 p.m. on Friday, March 15, 2019:**

CITY OF STONECREST  
PURCHASING DEPARTMENT  
3120 STONECREST BOULEVARD  
STONECREST, GEORGIA 30038  
C/O Sean De Palma

Proposals should be clearly marked on the outside as “RFP Bid Reference No. \_\_\_\_\_,” and be complete submissions including any exhibits and attachments. The person signing the bid form must initial any changes or corrections made to this proposal using blue ink.

### **Proposals submitted after the deadline or to other locations will not be accepted.**

Proposals must be submitted in a manila or other sealed envelope. The envelope must be complete with the bidding company’s name, bid title, bid number and bid date. No proposal may be withdrawn or modified in any way after the bid opening deadline. The City assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If proposals are delivered other than by hand delivery, it is recommended that the proposer verify delivery. Any proposal received after the specified time and date will not be considered and will be returned unopened to the Proposer.

If descriptive literature is attached to the bid, bidding company’s name, bid title, bid number and bid date must appear on all sheets.

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 bidder’s responsibility to check the City’s website ([www.stonecrestga.gov](http://www.stonecrestga.gov)) for any/all addenda(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.

Any variation from the specifications must be clearly stated by the bidding company in writing



and submitted with the proposal.

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.

The following bid shall be awarded to one “responsive” bidder 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.

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 proposal must be signed by an official authorized to bind the offeror.

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.

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.

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

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 submittal.

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 proposal 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.

The bidder or contractor shall provide copies of **Workers’ Compensation Insurance** with a limit of not less than required by the State of Georgia or otherwise stated in the bid instructions. In addition, a copy of your **Commercial General Liability Insurance** (if applicable) shall be provided.

All prices shall be for delivery, our destination, and F.O.B. freight prepaid and allowed, Stonecrest, Georgia, unless otherwise shown (if applicable).

Federal or State tax is inapplicable. The City of Stonecrest Federal tax identification number (FIN) is **\_82.1294890\_**. The City of Stonecrest **is tax exempt** under the laws of Georgia.

**A copy of the City’s standard contract is attached as an exhibit to this RFP. Once the RFP is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.**

## **Other Considerations**

1. All materials submitted in response to this RFP become the property of the City and will be

returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the proposal does not affect this right.

2. After the initial review of proposals, the City may invite representatives of firms responding to this RFP to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes and will not include negotiation. The City will not be liable for expenses incurred for any such interview.
3. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
4. The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
5. The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this RFP will survive the expiration or termination of the contract.

**V. TIMELINE FOR RFP**

The proposal shall follow the below time period:

March 1, 2019	Proposals Advertised
_____	_____
March 8, 2019	Last Day for RFP Questions
March 20, 2019	Proposals Submission Deadline by 5:00 p.m.
March 25, 2019	City Recommendation (subject to change)
April 8, 2019	City Council Approval (subject to change)

**VI. EXHIBITS**

The following documents are attached:

- Exhibit A – Sample contract
- Exhibit B – Insurance Requirements
- Exhibit C – Contractor Affidavit

**VIII. SELECTION COMMITTEE CRITERIA**

The City does not discriminate in any aspect of contracting on the basis of age, race, color, national origin, creed, disability, marital status, gender or sexual orientation.

Proposals will be evaluated but not limited to, the following criteria:

- **Completeness of Submission of Requested Information Specified**
- **Cost for Services and Innovation in Potential Cost Savings to the City**
- **5 years in Municipal Park Maintenance Experience and Qualifications**
- **7 years of company operation without interruption**
- **Organizational Capacity to provide a Certified Sports Turf Manager**
- **Any history of company disqualified to participate in public agency contracts**
- **References**

Following the deadline for receipt, Responders may be interviewed before a final recommendation is made.

## **IX. APPROVAL/SELECTION PROCESS**

The Landscaping, Maintenance and Janitorial contract for services will be conveyed to the most advantageous proposer, as determined by the City after a final review with the Stonecrest Mayor and City Council. The selection process will be made in three (3) phases:

1. Each proposal will be reviewed for completeness to determine whether all minimum requirements set forth in Part II have been met, and any proposal not meeting those requirements will be eliminated from consideration;
2. The remaining proposals will be evaluated in accordance with the RFP Requirements, Selection Committee Criteria, and ratings of evaluators;
3. The evaluations will be reviewed in conjunction with the submittals of the proposal, the results of any interviews and any additional information requested by the City on which basis the most advantageous proposer will be identified.

During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

### **Proposal Review**

All proposals will be reviewed by an Evaluation Committee. Members of the Committee shall include the Purchasing Manager and members from the City department initiating the RFP. Proposals that meet the minimum requirements will be reviewed for responsiveness to the comparative evaluation criteria below.

Based on the individual member's composite ratings for each Proposal, the City will make a recommendation as to which proposal is most advantageous based on the composite ratings, responsiveness of the Proposal to the City's required uses, and financial benefits to the City. The approved project shall be presented to the City of Stonecrest Mayor and City Council, and the final decision shall rest with the City Council.

### **Selection Scoring Criteria**

The preliminary funding award resulting from this part of the Request for Proposals shall be determined by analysis of, but not necessarily limited to, the factors shown below. Points will be designated for each factor with a **maximum score of 100 points**.

**A. Completeness of Submission of Requested Information Specified.** Proposals should be organized and demonstrate completeness, cohesiveness, conciseness, clarity, and comprehensiveness with respect to compliance and relevant to RFP submittal requirements.

\_\_\_ Up to 10 points

**B. Cost for Services and Innovation in Potential Cost Savings to the City.** Proposers are to submit costs for their proposed pricing for the various services contemplated in the RFP. The proposed budget and costs should be reasonable and clearly define and delineate costs that the Responder is proposing for the Landscaping, Maintenance and Janitorial services. Identify any initiatives for cost savings to the City. (Refer to Proposed Compensation under Proposal Requirements - RFP Section I and Cost Proposal /Management Information under RFP Section II.)

\_\_\_ Up to 10 points

**C. Municipal Park Maintenance Experience and Qualifications.** Proposers shall demonstrate evidence and qualifications of prior and existing experience and ability to provide Landscaping, Maintenance and Janitorial service in compliance with contract terms and any relevant federal, state, and local requirements.

\_\_\_ Up to 20 points

**D. Organizational Capacity to Supervise Municipal Park Maintenance.** Proposers shall demonstrate professional, technical, and specialized experience of the staff and management team to execute turf and general facility maintenance (to include staffing levels), names and titles of individuals, number of employees that would be assigned to this contract; resumes of key personnel on the team and their roles. Include experience with supervise skills maintenance employees and retain one (1) Certified Sports Field Manager.

\_\_\_ Up to 20 points

**E. Proposed Turf Maintenance and Chemical Treatment Plan.** Proposers shall provide an overall management plan and any pertinent information on how and when it shall approach and carryout day-to-day turf maintenance services. The Plan shall detail how each segment will function to deliver the necessary services and how these different segments are managed to coordinate the required services and chemical treatment duties.

\_\_\_ Up to 10 points

**F. Proposed Janitorial Plan.** Proposers shall provide an overall management plan and any pertinent information on how and when it shall approach and carryout day-to-day

janitorial services. The Plan shall detail how each segment will function to deliver the necessary services and how these different segments are managed to coordinate the required services and janitorial duties.

\_\_\_ Up to 20 points

**G. References.** Proposers shall provide three (3) customer/client references within the past five (5) years to include the name of the customer/client, contact person, email address, telephone number, and type of facilities. Additionally, Proposers shall provide three (3) professional references for each key personnel on the team.

\_\_\_ Up to 10 points

### **Award of Contract**

The Purchasing Department will open the Proposals and prepare a register of those Responders submitting proposals. All proposals shall remain firm for thirty (30) calendar days after the Proposal opening.

Before awarding the RFP, the City may request additional information from Responders. The City reserves the right to reject any and all Proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

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

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

## **X. PROPOSAL REJECTIONS**

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.

Proposals 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.

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.

## **XI. DISCLAIMER/RESERVATION OF RIGHTS**

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

The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the developers submitting proposals, to waive minor informalities, and to reject any or all proposals, 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 proposals when required to do so by applicable law.

## **XII. DUE DILIGENCE**

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

Should you have any questions, contact **Sean De Plama**, Director of Parks and Recreation, at (770)224-0191 or [sdepalma@stonecrestga.gov](mailto:sdepalma@stonecrestga.gov).

**XIII. PROPOSAL APPLICATION**

**PROPOSAL APPLICATION - SECTION II**

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name \_\_\_\_\_

Applicant Address \_\_\_\_\_

Applicant Phone \_\_\_\_\_ Email \_\_\_\_\_

The \_\_\_\_\_ (that will be responsible for management of the contract associated with this RFP) is a Legal Entity:

- Individual(s) If multiple, identify
- Corporation
- LLC
- Joint Tenants
- Tenants in Common
- Partnership
- Other (Identify Other) \_\_\_\_\_

If not a Georgia corporation/partnership, state where organized: \_\_\_\_\_

**(Attach current corporation documentation.)**

**Management TEAM**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Members \_\_\_\_\_

Other Members \_\_\_\_\_

**Estimated Implementation Schedule (After award of contract by May 22, 2018):**

Briefing with City Staff/Discuss the Transitions Plan: \_\_\_\_\_

Initiation of \_\_\_\_\_ Services: \_\_\_\_\_

**COST PROPOSAL/MANAGEMENT INFORMATION**

**Annual Costs for \_\_\_\_\_ Services: \$ \_\_\_\_\_.**  
(Complete the below and attach a detailed budget for \_\_\_\_\_.)




## Conflict of Interest Disclosure:

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

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2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

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3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

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4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

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(NOTE: Attach additional pages as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

**CERTIFICATE AND ACKNOWLEDGEMENT**

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES  NO Delinquent in the payment of taxes due to the City of Stonecrest;
- YES  NO Building or health code violations on property owned that is not being actively abated;
- YES  NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- YES  NO Have any outstanding judgments or debts to the City;
- YES  NO Have no past due loan(s) with the City;
- YES  NO Been subject to a foreclosure within the previous ten (10) years;
- YES  NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- YES  NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this Proposal are true and correct. Unsigned/undated submissions will not be considered.

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE:**

I \_\_\_\_\_ as Authorized Representative for \_\_\_\_\_, hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third-parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Authorized Signature of Responder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name

## RFP CHECKLIST

It is the Proposer’s responsibility to read the RFP fully to determine all necessary information/documents are submitted in order for the Proposal to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

- One (1) unbound original; one (1) PDF Version; and four (4) copies of the Proposal
- Cover/Transmittal letter inclusive of requested information and signed by a principal(s)
- Names and contact information for all principals and individuals proposed as applicants including any individuals or parties who are owners of a 10% or more beneficial interest in the entity or entities making the proposal
- Identify the \_\_\_\_\_ Team and member(s) who will serve as the primary contact for the proposal
- Resumes of key personnel on the \_\_\_\_\_ Team;
- Three (3) references for each key personnel on the \_\_\_\_\_ Team;
- Section II Proposal Application to include Cost Proposal/Management Information
- Completion of Conflict of Interest Disclosure
- Completed Certificate and Acknowledgement
- Sample Invoices for Submission to the City
- Section III Submissions/Requirements under Experience and Capacity
- Section III Submissions/Requirements under Proposed \_\_\_\_\_ Plan
- Section III Submissions/Requirements under Proposed Compensation
- Section III Submissions/Requirements under References
- Extent of sustainable or “green” elements incorporated as part of \_\_\_\_\_ services (i.e. use of materials, appliances, energy efficient measures, audits, etc.)
- A statement of willingness to submit corporate financial statements and bank references under separate cover to be opened and reviewed upon request. Please note that the City reserves the right to conduct or seek background or credit reports on the applicant(s) in conjunction with their proposals
- Corporate Financial Statements and bank references for the past two (2) years
- A statement that the applicant agrees to submit any information needed by the City in order for the City to perform its own due diligence in reviewing all proposals
- A statement from the applicant indicating any foreclosures in the past ten (10) years for any individuals or parties who are owners of a 10% or more beneficial interest in the entity making the proposal
- Attach current corporation documentation
- Additional relevant documents for review by the City (Attach the document and identify the document below by title)

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**EXHIBIT A**  
**STANDARD AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF STONECREST AND \_\_\_\_\_ FOR**  
\_\_\_\_\_

This Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (hereinafter referred to as "Company"), and the **City of Stonecrest, Georgia** ("City").

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

**WHEREAS**, the City of Stonecrest solicited a proposal \_\_\_\_\_; and

**WHEREAS**, Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

**1. Services.**

Company agrees to render services (the "Services") to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

**2. Compensation.**

a. Fee. In consideration for Services, City shall pay to Company a fee not to exceed the cost described in the Proposal, incorporated herein as Exhibit "B". The full cost of said services shall not exceed \$\_\_\_\_\_ for all the services detailed.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

**3. Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

#### **4. Term**

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the project as described in the Proposal, but in any event no later than December 31, 201\_.

#### **5. Termination For Cause and For Convenience.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

#### **6. Compensation in Event of Termination.**

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

#### **7. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

**8. Standard of Performance and Compliance with Applicable Laws.**

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

**9. Conflicts of Interest.**

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

**10. Proprietary Information**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

**11. Insurance.**

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

**12. Assignment.**

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the

City's sole option terminate this Agreement without any notice to Company of such termination.

**13. Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

City Manager  
Stonecrest City Hall  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038

With copies to:

City Attorney  
Fincher Denmark, LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

**If to the Company:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**15. Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. Entire Agreement.** This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services and is referenced in Exhibit "A". In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**CITY OF STONECREST, GEORGIA**

By: \_\_\_\_\_  
Jason Lary

Title: Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

The W. H. Platts Company

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

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

Date of Execution \_\_\_\_\_



## EXHIBIT "A"

- Browns Mill Park Complex– approx. 62.2 acres
  - Browns Mill Recreation/Community Center, 4929 Browns Mill Road
  - Browns Mill Aquatic Center, 5099 Browns Mill Road
- Southeast Athletic Complex, 5845 Hillvale Road– approx. 97 acres
- Salem Park, 5290 Salem Road– approx. 11 acres
- Miller Grove Park, 2458 Panola Road– approx. 19 acres
- Gregory Moseley Park, 5600 Miller Grove Road– approx. 18 acres
- Fairington Park, 2831 Fairington Parkway– approx. 14.5 acres
- Everett Park, 5106 Klondike Road– approx. 84.6 acres
- Chestnut Lakes Park, 6758 Mahonia Place– approx. 27.6 acres
- Davidson-Arabia Mountain Nature Preserve, Klondike Rd– approx. 2,705.7 acres
  
- Trailheads:
  - Panola Shoals
  - Lyon’s Farm
  - Evans Mill Ruins
  - Brown Mills Road
  - Vaughter’s Farm
  - Murphy Candler Elem. School
  - A.W.A.R.E. Trailhead
  - Davidson-Arabia Mountain Nature Preserve
  - Stonecrest Library
  - Stonecrest Mall

## EXHIBIT "B"

**EXHIBIT "C"**

**CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify 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 with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

**CONTRACTOR:**

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

## **EXHIBIT B**

# **INSURANCE REQUIREMENTS**

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:

1. Statutory Workers' Compensation Insurance
  - a. Employers Liability:
    - Bodily Injury by Accident - \$1,000,000 each accident
    - Bodily Injury by Disease - \$1,000,000 policy limit
    - Bodily Injury by Disease - \$1,000,000 each employee
2. Comprehensive General Liability Insurance
  - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
  - b. Blanket Contractual Liability
  - c. Blanket "X", "C", and "U"
  - d. Products/Completed Operations Insurance
  - e. Broad Form Property Damage
  - f. Personal Injury Coverage
3. Automobile Liability
  - a. \$ 500,000 limit of liability
  - b. Comprehensive form covering all owned, non-owned and hired vehicles
4. Umbrella Liability Insurance
  - a. \$1,000,000 limit of liability
  - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
5. 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.

Certificate Holder should read: The City of Stonecrest, 3120 Stonecrest Blvd., Stonecrest, Georgia 30038.

**EXHIBIT C**  
**Contractor Affidavit**

***Affidavit Verifying Status  
For City Public Benefit Application***

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from \_\_\_\_\_ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:\_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
\_\_\_\_\_.

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. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: