

**City of Oxford
110 West Clark Street
Oxford, GA 30054**

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES AT ASBURY STREET PARK**

Purpose

The City of Oxford (“the City”) seeks a qualified contractor to provide landscape maintenance services for a large section of the city’s newest park, Asbury Street Park. This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a bidder may be selected, and the contractual terms which will govern the relationship between the City of Oxford and the Contractor.

Scope of Work

The Contractor guarantees the use of best practices and horticultural standards in workmanship and materials. All services shall be provided on a weekly basis Monday through Friday during regular business hours of 8:00 AM to 5:00 PM, excluding major Holidays as determined by the City prior to commencement of the contract at Asbury Street Park.

The landscape maintenance services will only be required for a 2.2-acre section of the park as shown in red on the attached map. Specifically, this area includes the following site features:

- A large recreation area of sodded Bermuda grass. The recreation area is enclosed by a 10’ concrete walking track.
- Seven landscaped islands bordering the 10’ concrete walking track.
- Six landscaped islands nearest to the parking lot located off Watson Street.
- A mulched area north of the playground. It serves as the unofficial barrier between the two sections of the park.
- An area of sodded Bermuda grass that is located between Asbury Street and an existing sidewalk.
- A landscape of trees located behind the pavilion and grill area.

Contractors are highly encouraged to visit the site before submitting a bid.

The Contractor must have on staff a landscape architect, registered in the State of Georgia, who will guide and assist with maintaining and proposing improvements for the above locations. These professionals shall have degrees from accredited programs and demonstrated experience in the care of public spaces. In addition, the Contractor must have at least one

Category 24 licensed commercial pesticide applicator on staff and must hold a current, valid Commercial Pesticide Contractor's License.

Specification of Services

The Contracted services shall include the following:

Turf Mowing: Prior to each mowing, all trash and litter, sticks and other unwanted debris will be removed from lawns, plant beds, walkways and curbs, inside and outside fenced areas.

- All lawn areas will be mowed once a week (or as weather conditions dictate) during the growing season (March – October). During the winter months (November – February) lawn areas will be mowed on an as needed basis to maintain a neat appearance. Leaves should be collected and removed every two (2) weeks through the fall season. Lawns will be mowed at a height of 2 ½ – 3 inches for all turf types. During dry periods, the height of the cut will be raised to prevent scalping damage to lawn areas. No more than one-third of the leaf blade will be mowed at each mowing.
- Grass clippings and leaves must be blown from curbs, streets and walkways after each mowing. Clippings are to be mulched on site and no clumps or heavy clippings should be left on turf. Debris must be removed from the premises. When available, all yard waste should be mulched or composted. Leaves or debris must not be blown into storm drains.
- Alternating mowing patterns shall be used at each cutting to eliminate any ruts that may form from mower wheels.
- All mower blades shall be kept sharp to prevent damage to the turf.
- All lawnmowers shall be mulching mowers, with mulching blades to prevent any side discharge for safety of pedestrians and to ensure a clean and neat appearance upon completion.
- Operators will cut lawns at a reasonable speed and small hand mowers will be used in tight spots, along beds and other places where a large riding mower would cause damage to flower beds, rain gutters, signs, or other property.
- In lawn areas, all grass shall be trimmed using string trimmers around trees, shrubs, planting beds, concrete slabs, utility pads, fencing, signs, picnic tables, benches, and other obstacles that prevent mower access. Care should be taken to assure fences, building, signs, exterior landscape lighting, plumbing/sewer clean-outs and other structures are not damaged. Trimming using string trimmers will be done with each mowing. Trimming around trees will be accomplished without damage to plants.

Edging: All lawn areas, mulched areas adjacent to hard surfaces and curbed islands shall be edged mechanically using a steel blade once a week. This shall include all curbs, sidewalk, parking areas, all areas including bed areas abutting turf or mulch and all areas where turf or mulch meets asphalt, concrete and other hard surfaces in order to maintain a neat and clean appearance. Straw and or mulch shall not be permitted to encroach upon and or lay upon sidewalks or top of curbs.

Sweeping: Sweep, vacuum, or blow clean all sidewalks, roadways, parking lots, and/or concrete areas affected by work. All debris shall be removed from the site; debris of any kind may not be blown and left on City streets, park roadways, parking lots or storm drains.

Weeding and Weed Control: In early spring, a pre-emergent herbicide will be applied to mulched areas and groundcover beds. Certain groundcover or perennial plantings may not receive pre-emergent as to avoid damage to the plant material.

- A non-selective herbicide will be applied weekly to walkways, curbs, and other paved areas to help prevent growth of weeds in paved area cracks.
- Bedded areas, pine straw, mulched areas shall be kept weed, grass, and moss free by hand or by use of herbicides. Chemicals will be applied according to the product label and under the supervision of a certified applicator (certification must be submitted to the City). Weeds will be disposed of properly; do not leave uprooted weeds on site.
- Along fence lines, around the perimeter of buildings shall be kept weed free by hand or by use of herbicides.
- Pick up and remove all leaves and debris in bedded/landscaped areas and parking lots starting in autumn (when leaves on surrounding trees start to fall) and perform this service one a week until leaves cease falling.

Pruning/Trimming: The contractor shall prune all trees to their intended growth form and remove dead, broken, diseased and/or crossing over branches (trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge). Shrubs are to be kept pruned to their intended natural form. Hedges shall be trimmed frequently to keep pace with growth rate of plantings.

- Plants and shrubs shall be pruned by the contractor at the best time for flower bud development, foliage growth, and as the health and appearance of the plant may require. Prune or head back plants in keeping with the natural character of the plants.
- Trees will be pruned to avoid conflict with vehicular or pedestrian traffic and will not be allowed to interfere with gutters, facilities, site lighting, security cameras, or signage. Trees, shrubs and ground cover must be kept off fire hydrants, signs, walls, sitting areas, walkways, driveways and fences.
- Kudzu, poison ivy, wisteria and other vines are to be kept from climbing up trees.
- Shrubs around buildings will be kept pruned to a height no higher than the building windowsills and shall not touch building walls. Other hedges and shrubs shall be kept trimmed as designed within the existing landscape, or as requested by the City.

Mulching: The contractor shall apply a minimum 2.5 to 3-inch layer of pine straw/mulch in all designated areas and or areas which currently have pine straw/mulch. This shall be performed two (2) times a year (Spring and Fall) and be maintained throughout the year. Additional mulching may be necessary as conditions dictate throughout the year. Any additional straw/mulch to be purchased and installed by contractor at a per bale price and installed within a 7-day notice. Care shall be taken to avoid trampling and smothering of shrubs and groundcover during mulch application.

**Rake all bedded areas as often as required to ensure a fresh appearance. Pine straw/mulch shall not be in contact with tree trunk, approximate 1-foot radius.

Aeration and Dethatch of Turf: Aerate all grass areas once annually after full green-up. Aerate with a core aerator. Drag or brush lawn after aeration to break up cores. Blow adjacent paved areas clean. Aerate areas that receive heavy foot traffic twice annually, in Spring and Fall.

Fire Ant Control: Treat all turf and landscaped areas once annually with a long-term, fipronil-containing insecticide providing 12-month control. Monitor landscaped areas for evidence of fire ant activity and treat accordingly with granular insecticide.

Fertilization and Weed Control: The contractor shall supply and apply all fertilizers and weed control as part of this proposal contract. The contractor may provide an alternate, but equally effective, fertilization and weed control plan to what is listed below. However, a schedule shall be included as part of this proposal.

Lawn Care Services

Jan – Feb	Pre-emergent, fertilization, broadleaf weed control
March – Apr	Pre-emergent, fertilization, broadleaf weed control, pest control
May – June	Post-emergent, fertilization
July – Aug	Post-emergent, fertilization
Sept – Oct	Pre-emergent, fertilization, lime if needed
Nov – Dec	Pre-emergent, broadleaf weed control

(Pre-emergent should only be used if a known weed problem warrants its use. The chosen chemical will be recommended and used for the specific weed problem only after approval is given by the City.)

Tree and Shrub Services

Jan – Oct	Insect control, disease control
Nov – Dec	Horticultural oil, disease control

Bed and Weed Control – All beds will be kept 95% grass free. Spot spraying may be used for weeds under 6 inches tall as necessary. Weeds over 6 inches in height are to be hand-pulled or cut to 6 inches or less before treating with herbicide.

March	Pre-emergent, weed control
May	Pre-emergent, weed control
July	Pre-emergent, weed control
August	Pre-emergent, weed control
September	Pre-emergent, weed control

October Pre-emergent, weed control

(Pre-emergent should only be used if a known weed problem warrants its use. The chosen chemical will be applied only after approval is given by the City.)

Inspection: Sites inspections will be made to ensure the work requested was satisfactorily completed before payment.

Disposal of Debris: All debris and any other matter removed from the contract area shall be transported and disposed of by the Contractor in compliance with federal, state, county and city laws. All material shall be covered while in transport to prevent spilling. The disposal must be at an authorized landfill. Any disposal fees and/or dumping charges are the responsibility of the contractor.

Other: The contractor shall report to the City any plant and/or tree material not exhibiting normal growth and vigor (including sod). If it has been determined that the material is beyond reviving, as written report recommending replacement shall be given to the appropriate City representative in the Public Works Department. This report shall include: (a) identify the location, size and type of plant; (b) identify the reason for the decline; (c) cost of replacement.

Additional Provisions: Any damage to the site made by the contractor during the execution of these services will be the responsibility of the contractor to repair. Provisions within this contract may be modified or added according to a mutual, written agreement between the City and the contractor. The contractor agrees to cooperate, confer, and report to the designated department representatives.

- The contractor will submit an invoice with a monthly report summarizing work performed, including chemicals used as well as the amount.
- The City may review and inspect the contractor's work at any time during the term of the contract.

Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in the City of Oxford's best interests to include, but not limited to:

- Ability to safely perform the required services as specified
- Pricing of services
- Information provided by references
- Experience in providing the required services
- Facilities and equipment

Communication with the City of Oxford

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner,

will be forwarded by addenda to all parties that have received a copy of the RFP. Oxford will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the RFP must be made to the Oxford Utility Superintendent, Jody Reid.

Award of Proposal

The City of Oxford will make the award on a total sum basis to the most responsive and responsible bidder as determined by evaluation of the defined criteria. The City of Oxford reserves the right to waive minor irregularities. The City of Oxford reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the city. Should the City of Oxford determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

Award Protest

Bidders may appeal the award decision by submitting a written protest to the Oxford City Clerk within five business days of the date of the award notice.

Confidentiality

The information contained in proposals submitted for the City of Oxford's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time all proposals will be available for public inspection.

Cost of Preparation

Bidder assumes all costs of preparation of the proposal and any presentation necessary to the proposal process.

Proposal Understanding

By submitting a proposal the bidder confirms that the specifications are understood, adequate, and the bidder accepts the terms and conditions therein.

Proposal Submission

A **SIGNED** original of the proposal must be submitted to:

**The City of Oxford
110 West Clark Street
Oxford, GA 30054**

in a sealed envelope no later than 4:00 PM, Monday, September 30, 2019. Normal business hours are 8:00 AM to 5:00 PM. Proposals received after the due date and time will not be accepted. **Faxed and emailed proposals will not be accepted.**

Proposals must be submitted in a sealed envelope and clearly marked with the proposal title and proposal date on the outside of the envelope.

GENERAL TERMS AND CONDITIONS:

Contract Documents

The contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement from the City of Oxford.

Contract Modification and Amendment

The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be submitted in writing to the City Clerk. Modifications or amendments must be in writing and signed by both parties.

Contract Validity

In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

Cancellation/Termination

If the Contractor fails to provide personnel, supplies, or equipment to the satisfaction of the City of Oxford or in any other way fails to provide service in accordance with the contract terms, the City of Oxford may take whatever action it deems necessary to provide alternate services and may, as its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the City of Oxford, either party may terminate this contract by giving thirty (30) days advance written notice to the other party.

Clarification of Responsibilities

If the Contractor needs clarification of the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the City of Oxford.

Litigation

This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

Assignment

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the City of Oxford.

Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent Contractor. If the Contractor is an individual, the Contractor’s duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the service which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City of Oxford. The Contractor is not to be deemed an employee or agent of the City of Oxford and has no authority to make any binding commitments or obligations on behalf of the City of Oxford except as expressly provided herein.

Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City of Oxford and its employees from and against all loss, damage, cost and expense (including attorney’s fees) suffered or sustained by the City of Oxford for which the City of Oxford may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

Contractor’s Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability	\$1,000,000 per occurrence or more
2. Automobile Liability	\$1,000,000 per occurrence or more
3. Workers Compensation	Required for all personnel

Certificates shall be provided to the City of Oxford by the insurance company. Certificates will not be accepted from the contractor.

PERFORMANCE TERMS AND CONDITIONS

Contract Term

The initial term of this contract is from November 1, 2019 through June 30, 2020. With mutual written agreements of the parties, this contract may be renewed for successive one-year periods.

Employees

All persons employed to perform these services shall be employees of the Contractor and well-trained in landscape maintenance services. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the City of Oxford.

Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.

Environmental Protection

The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the City of Oxford and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder onsite and shall be available for review by the City of Oxford at all times. Chemicals are to be stored in the proper manner required by law. A violation of applicable laws, rules or regulations may result in termination of this contract.

Equipment and Supplies

All equipment and supplies required to carry out operations within the scope of this contract shall be provided by the Contractor. Equipment must be maintained in good operating condition and must conform to OSHA and any other safety standards in effect at the time of use.

Pricing

Proposals will price services in the following format:

Monthly charge for weekly landscape maintenance services including, but not limited to, turf mowing, edging, weed control, sweeping, mulching, pruning, and other related services.

List additional landscape maintenance services offered such as evaluating the park's irrigation system, and the charges for such services (when possible).

Pricing submitted shall remain firm through June 30, 2020. On July 1, 2020, and on each successive anniversary date thereafter, the price can remain as bid or may be based on a price adjustment either upward or downward. Contractor shall be required to furnish cost estimates at least ninety (90) days prior to anniversary date to substantiate any requested increase. If approved, the price increase will be effective on the date of the subsequent contract period. Contractor shall provide documentation as to what portion of the requested price increase will be applied to labor and fringe benefits, supplies, equipment, or overhead/profit.

Payments

Contractor payment will be made monthly upon submittal of an invoice to the Oxford City Clerk on a net 30 basis unless discount terms are offered.

Work Specifications

Contractor will supply all labor, equipment and supplies required to perform the contracted services All work will be in accordance with the City of Oxford ordinances and all applicable State, Federal and Regulatory Agency laws and regulations.

Security/Confidential Information

The City of Oxford reserves the right to conduct background checks on all individuals employed by the contractor and performing the contracted services in the City of Oxford. Contractor will provide the City of Oxford a list of all such employees with sufficient identification to enable the city to conduct such inquiries as deemed appropriate by the city.

Contractor agrees that any information received by the Contractor or his/her employees during the course of the work specified in this agreement which concerns the personal, financial or other affairs of the City of Oxford and its employees shall be kept in full confidence and shall not be revealed to any other person, firm, organization or other entity.

No unauthorized person or persons shall accompany contractor’s personnel while conducting work under this contract.

References

List three organizations for which you have provided the services described in the RFP. Provide names and contact information for each organization.

Contractor Data

Your proposal should contain the following information and any other you consider appropriate:

- Name of Company:
- Address:
- City/State/ZIP:

Contact Person:
Telephone:
Cell:
Fax:
Email:
Pricing For Other Services Offered:
Name and Title of Authorized Representative
Signature of Authorized Representative
Date: