

# BOARD OF COUNTY COMMISSIONERS



## PROJECT: WILKINSON COUNTY LANDSCAPING SERVICES

REQUEST FOR PROPOSAL

PROPOSAL DUE:  
July 3, 2023 2:00PM EST

**THE WILKINSON COUNTY BOARD OF COMMISSIONERS** solicits proposals for Landscaping Services for Wilkinson County. Proposals will be received in the office of the County Manager, 100 Bacon Street, Irwinton, GA 31042 until **2:00 PM on July 3, 2023** at which time said sealed proposals will be publicly opened and contractor's names will be read aloud. No proposal may be withdrawn after the closing time for the receipt of proposals for a period of ninety (90) days.

**SOLICITATION SCHEDULE:**

Request for Proposal	6/12/2023
Deadline for questions	6/19/2023 5PM EST
Answers to questions	6/22/2023 5PM EST
Proposal Due Date	7/3/2023 (No later than 2:00 p.m. EST)
Board of Commissioners Approval	July 5, 2023 (8:45 a.m.)

**QUESTIONS:** regarding this project may be directed in writing to the County Manager, Tracy Strange, at 100 Bacon Street, Irwinton, Georgia 31042. All questions shall be received by June 19th, 2023 and answered by June 22<sup>nd</sup>, 2023. Questions must be emailed to [tstrange@wilkinsoncounty.net](mailto:tstrange@wilkinsoncounty.net).

**SUBMISSION:** One (1) original and one (1) copies of required bid documents must be submitted in a sealed envelope marked with the Proposal number, due date, and the bidder's name and address on sealed submission package, as well as outside of shipping packaging.

U.S. Postal Service:	FEDEX/UPS Deliveries
Wilkinson County Board of Commissioners	Wilkinson Cty Board of Commissioners
PO Box 161	100 Bacon Street
Irwinton, GA 31042	Irwinton, GA 31042

Proposals will be accepted at the above address until the time and date specified above, and immediately after will be publicly opened and contractor names only will be read aloud.

Proposals received after the required time or in any other location other than the commissioners' will not be accepted. Wilkinson County will not be held liable for misdirected deliveries nor deliveries that are late due to shipping carrier. Faxed or email submissions will not be accepted.

All bids submitted in response to this invitation shall become the property of Wilkinson County and will be a matter of public record available for review after award.

Proposals may be withdrawn by written request only if the request is received prior to the time and date set for the opening proposals. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal or modification of the proposal after it has been opened. No proposal may be withdrawn for a period of Ninety (90) days after the time and date of opening of proposals.

## **SCOPE OF WORK**

Wilkinson County is seeking a landscape contractor to enhance and maintain the green spaces surrounding the county buildings. Services will be for all areas listed below and contractors must provide at a minimum the general responsibilities listed in this RFP.

### **Locations:**

1. Wilkinson County Courthouse, 100 Bacon Street, Irwinton, Georgia 31042
2. Wilkinson County LEC, 108 Bacon Street, Irwinton, Georgia 31042
3. Wilkinson County Health Department, 123 High Hill Street, Irwinton, Georgia 31042
4. Wilkinson County Multipurpose Building, 125 High Hill Street, Irwinton, GA 31042 (Currently under construction. Service will be needed upon completion)
5. Wilkinson County Senior Center, 127 High Hill Street, Irwinton, Georgia 31042

### **General Responsibilities**

1. No equipment shall be on site or left overnight/weekend, unless arrangements have been made with the Facilities Director in writing. No material or equipment are to be stored so as to restrict traffic lines of sight.
2. Any damage that occurs to public or private property during execution of the contractor's work is the sole responsibility of the contractor. Full compensation must be made within thirty (30) days of notification of damage.
3. Repair of concrete or paved areas is not the responsibility of the contractor.
4. Personnel must be available to maintain scheduled operations and to recover from inclement weather conditions in a timely fashion.
5. The contractor is responsible for all equipment necessary to perform the operations in this contract.
6. Grass areas:
  - a. If grass areas need to be fertilized or if fungicide needs to be applied to keep grass healthy and aesthetically pleasing, contractor will notify County of this need.
7. Shrubs and Trees:
  - a. All shrubs/trees are to be maintained with proper and timely pruning to sustain a neat, clean, and well-shaped appearance year-round. Shrubs/Trees and associated beds are to be kept weed and insect free. Shrubs are to be pruned to minimum workable distance from structures and HVAC units to facilitate building maintenance.
  - b. Shrubs/Trees should be pruned to ensure walkways and views of signs are not obstructed nor are they growing against structures. All debris should be promptly removed from county property.
  - c. All shrub/tree beds are to be mulched with mulch or fresh pine straw twice a year according to schedule established by contractor. If the County wants more mulch/straw to be added more than twice per year, then the contractor will submit a quote for an extra service for either approval or denial since this is outside of the contract.

- d. Dead or diseased shrubs and plants are to be removed and replaced based on the expertise of the contractor. The County will pay for replacement trees/shrubbery/plants, if the replacement is not necessitated by the negligence of the contractor. Otherwise, the contractor is responsible for the replacement.
- e. Fertilize all shrubs/trees once a year at the beginning of the growth period.
- f. During dry weather, non-irrigated areas that are landscaped may require manual watering. Contractor will make arrangements with the County if this is needed.

**Point of Contact**

All dealings, contacts, etc., between the Contractor and the County shall be directed to the County Manager and by the County to the Contractor’s manager. The cell phone number of the Contractor’s manager shall be provided to the County.

**INSTRUCTION TO PROPOSERS**

**1. EXPLANATION TO PROPOSERS**

Any explanation regarding the meaning or interpretation of contract specifications, or other contract documents must be requested in writing, by June 19, 2023 5:00PM and the questions will be answered by June 22, 2023 5PM. [tstrange@wilkinsoncounty.net](mailto:tstrange@wilkinsoncounty.net). Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all proposers, who shall acknowledge receipt of all addenda with their proposals. Oral explanations and interpretations made prior to the proposal opening shall not be binding.

**2. PROPOSERS' UNDERSTANDING**

Proposers shall visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The Owner shall make available to all prospective proposers, previous to the receipt of proposals, information that it may have as to sub-soil conditions and surface topography at the work site. Such information shall be given as the best factual information available without being considered as a representation of the Owner.

**3. PREPARATION OF PROPOSALS**

- A. Proposers must quote on all services requested and anticipated. Estimation will be accepted for those items that exact pricing is not available for. If estimating, proposers are asked to allow for higher costs so that when actuals are received, it does not exceed proposed amount.

- B. Any Proposer may modify his Proposal in writing at any time prior to the scheduled closing time for receipt of proposals.

**4. SUBMISSION OF PROPOSALS**

Proposals must be submitted by mail or in person so long as it is received by the stated receipt deadline.

**5. RECEIPT OF PROPOSALS**

Proposals shall be submitted prior to the time fixed in the Invitation for Proposals. Proposals received after the time so indicated shall be returned unopened.

**6. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to opening upon written or telegraphic request of the Proposer. Negligence on the part of the Proposer in the preparation of its Proposal shall not be grounds for modification or withdrawal of a proposal after the time set for proposal opening.

**8. PRESENCE OF PROPOSERS AT OPENINGS**

At the time and place fixed for opening proposals, the names of all proposals will be made public for the information of all proposers and other interested parties, who may be present in person or by representative.

**9. ONE PROPOSAL RECEIVED**

In the event only one proposal is received, the County will reserve the right to accept the proposal or to re- advertise and re-proposal the project.

**10. REJECTION OF PROPOSALS**

The County reserves the right to reject any and all proposals.

**11. CONTRACT AND INSURANCE**

- A. The proposer(s) to whom award is made shall enter into a written contract with the County. The initial contract period shall be from July 1, 2023 through June 30, 2024. County has the option to renew the contract on an annual basis. In the event either party sees the need to exit the contract, notice will be given within 60 days of termination.
- B. The Contractor shall secure and maintain such insurance policies as are required. Insurance shall be in accordance with the General Conditions attached hereto.

## **12. PROPOSALS**

- A. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the proposal, or irregularities of any kind, may be rejected by the County as being incomplete and not qualified for consideration.
- B. Each proposal shall indicate the full business name and address of the Proposer, and shall be signed by him/her with the usual signature. It shall also set forth the type of business organization, i.e., corporation, partnership, individual owner.

## **13. NOTICE OF AWARD**

A notice of award will be issued once the project is awarded by the Wilkinson County Board of Commissioners at an open meeting.

### **PROPOSAL PACKAGE CHECKLIST**

- 1. References
- 2. Contractor Affidavit / E-Verify
- 3. Statement of Proposers Qualifications
  - a. Must include a list of the services that are included and will be provided in the price proposed.
  - b. Must outline a proposed methodology for maintenance and treatment.
- 4. Certificate of Insurances

### **CONTRACT TERMS AND CONDITIONS**

## **TERM OF AGREEMENT**

The term of this agreement shall be for an initial period of one (1) year unless sooner terminated as hereinafter provided, starting on the 1<sup>st</sup> day of July 2023. Upon successful evaluation, the contract may be renewed on a yearly basis if both parties so desire.

### **1. PROCEDURES**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Owner. Any change to the contract must be submitted in writing and approved by the County Manager of Wilkinson County.

### **2. LICENSE REQUIREMENT**

All General Contractors doing business in Wilkinson County are required to hold a current valid business license within the municipality or county where the home office is located.

### **3. INSURANCE**

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. The Contractor shall not perform any work unless he has obtained and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Title 34 Chapter 9 of the Official Code of Georgia.

#### **(a) Liability**

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. The contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

**(b) Indemnity**

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer’s Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In as much possible, the contractor shall be responsible for damages they may cause, unforeseen damages are responsibility.

**(c) Comprehensive General Liability**

The successful Proposer shall always exercise proper precaution for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best’s rating of A+ or better with the following minimums:

Statutory Workers’ Compensation Insurance will protect potential proposer or offeror from Workers’ Compensation Acts.

Employers Liability:

Bodily Injury Accident - \$100,000 Each Accident

Bodily Injury by Disease - \$500,000 Policy Limit

Bodily Injury by Disease - \$100,000 Each Employee

**4. EXEMPTION OF TAXES**

The Contractor shall not charge the County directly for any sales or excise tax. The County is exempt from State Sales Tax. Tax Exemption Certificates indicating the County’s tax-exempt status will be furnished by the County on request. The Contractor shall be responsible for any payment of any sales, use, or excise tax. This exemption does not include materials purchased and used by a contractor for a construction project.

**5. WARRANTY**

The contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor, having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled technicians, and to enforce strict discipline and good order among his employees, the Contractor, himself, is responsible for seeing that the work is installed in accordance with the Contract Documents. The Contractor warrants to the Owner that all materials (flowers, shrubs, etc.) incorporated in the work will



be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract documents. All work not conforming to these requirements may be considered defective.

(a) Duty to Protect Property: The Contractor shall continuously maintain adequate protection of all his work from damage, injury, or loss arising in connection with the work regardless of who may be the Owner of said property. He shall make good such damage, injury or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by agents or employees of the Owner.

(b) The Contractor shall promptly correct any Work rejected by the owner as defective or as failing to conform to the Contact Documents whether observed before or after Completion and whether or not fabricated, installed or completed, and shall correct any work found to be defective or nonconforming within a period of 30 days. The provisions of the Article apply to work done by subcontractors as well as work done by direct employees of the Contractor.

(c) Contractor Responsible for Acts and Omissions of Employees. The Contractor agrees that he is as fully responsible for the acts and omissions of his employees and of person either directly or indirectly employed by them as he is for that acts and omissions of persons directly employed by him.

(f) Correction of Work after Payment: No provision in the contract shall relieve the contractor of responsibility for faulty materials, faulty workmanship, or omission of contract work, and he shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects or omissions with reasonable promptness. The Contract shall within the space of time designed in the notice of non-compliant work and without expense to the Owner, correct, remedy, replace, re-execute, supply omitted work, or remove from the premises all non-compliant work noted by the owner. The Contractor shall give prompt notice in writing to the owner, upon completion of the supplying of any omitted work or the correction of any non-compliant work. In the absence of said notice, it shall be and is presumed under this contract that there has been no correction of the non-compliant work or supplying omitted work. If the Contractor does not remove, make good the deficiency, correct or remedy faulty work, or supply any omitted work within the space of time designated in notice of non-compliant work without expense to the Owner, the Owner, after ten days' notice in writing to the Contractor, may remove the work, correct the work, remedy the work or supply omitted work at the expense of the Contractor. In case of emergency involving health, safety of property, or safety of life the Owner may proceed at once. Correction of defective work executed under the requirements listed herein or supplying of omitted work whether or not covered by warranty of a subcontractor or material man, remains the primary, direct responsibility of the Contractor. The foregoing obligation of the Contractor shall remain in effect until the same shall have been extinguished by operation of the statute of limitations. As additional security for the fulfillment of such obligation, but in no way limiting the same, the Contractor warrants and guarantees (1) that all work executed under the requirements listed herein shall be free from defects of materials or workmanship throughout the entirety of this contract. Whenever written guaranties or warranties are called for, the Contractor shall furnish the aforesaid for such period of time as may be stipulated. The calling for the furnishing of written warranties shall in no way limit the contractual obligation of the Contractor as set forth hereinabove. The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any

other remedies.

## 6. METHOD OF PAYMENT

Contractors shall provide their federal employer identification number on a standard W-9 form within 15 days after award in order not to delay payment. Contractor shall submit request for payment directly to Wilkinson County Public Works for payment issuance. **Invoices shall be submitted to:**

Wilkinson County Board of Commissioners  
Attn: Tracy D. Strange  
P O Box 161  
Irwinton, GA 31042

Invoicing will be completed monthly. Upon inspection and acceptance of the work, the County will render payment, less any retainage if applicable, within thirty (30) days.

## 7. TERMINATION

Subject to the provisions below, the Contract may be terminated by the County upon ninety (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

(a) Termination for Convenience -- The County may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

(b) Termination for Cause -- In the event of Termination for Cause, the sixty (60) days advance notice is waived and the Contractor shall not be entitled to termination costs.

This agreement may be terminated by either party upon a material breach of this agreement by the other party, provided that the party seeking termination first provides written notice of the breach, and the notice shall specify which provision(s) of this agreement with which the other party has failed to comply. The other party shall have fifteen days from the receipt of the notice to cure the breaches alleged therein. If the County terminates the agreement pursuant to this paragraph it shall pay to the Contractor the sums due for work already performed, said payment to take place within thirty (30) days of the termination, and no other sums shall be due from the County.

Subject to any other provisions of the agreement, the agreement may be terminated by either party upon sixty (60) day advance written notice to the other party. In the event the agreement is terminated pursuant to this paragraph, the obligations and responsibilities of each party, including the provision of services and payment of invoices, shall continue during the 60 day period. Upon the expiration of the 60 day period, Contractor shall submit a final invoice and progress report to the County, and the County shall pay the invoice within thirty (30) days of the receipt of the same.

## 8. SEVERABILITY

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**9. APPLICABLE LAWS**

This contract shall be governed in all respects by the laws of the State of Georgia

**REFERENCES**

Wilkinson County Board of Commissioners requests a minimum of three, (3) references where work of a similar size and scope has been completed.

**References**

Proposers shall provide references on this form.

1. Firm Name\_\_\_\_\_

Brief Description of Project\_\_\_\_\_

Completion Date\_\_\_\_\_

Contact\_\_\_\_\_ Phone\_\_\_\_\_

Title\_\_\_\_\_ E-mail\_\_\_\_\_

2. Firm Name\_\_\_\_\_

Brief Description of Project\_\_\_\_\_

Completion Date\_\_\_\_\_

Contact\_\_\_\_\_ Phone\_\_\_\_\_

Title\_\_\_\_\_ E-mail\_\_\_\_\_

3. Firm Name\_\_\_\_\_

Brief Description of Project\_\_\_\_\_

Completion Date\_\_\_\_\_

Contact\_\_\_\_\_ Phone\_\_\_\_\_

Title\_\_\_\_\_ E-mail\_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number (E-verify Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Name of Project

I hereby declare under the penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature of Authorized Officer or Agent (Contractor)

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_