

# CITY OF AUSTELL, GEORGIA

## REQUEST FOR PROPOSAL

### FOR

## Demolition and Installation of Landscaping at Veterans Park

### RFP #22-00008-CA

For all questions about this RFP, contact the City via email:

[bids@austellga.gov](mailto:bids@austellga.gov)

RELEASED ON :

August 19, 2022

DUE ON :

September 9, 2022, 10:00 AM

Austell City Hall

2716 Broad Street, Austell, GA 30106

All proposals/bids must be accompanied by a Bid Bond in the amount not less than five percent (5%) of the Total Base Bid. Performance and Payment Bond, each in the amount of one hundred percent (100%) of the total contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of Treasury, Circular 570, latest edition.

A **mandatory conference/site visit** is scheduled for Monday, August 29, 2022 at 2651 Veterans Memorial Highway, Austell, GA 30168. The meeting will begin at 10:00 AM.

E-Verify and Bid number must be printed (written) on outside of sealed proposal envelope.

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## SECTION I INVITATION FOR BID OVERVIEW AND PROCEDURES

### PURPOSE OF PROCUREMENT

The City of Austell is accepting proposals from qualified contractors for the purpose of removing existing landscaping and installing new landscaping at Veterans Park. Proposals should include price for furnishing all landscape materials, labor, tools, equipment, and any other miscellaneous items necessary to complete the job. Technical documents can be found in "SECTION V. PROPOSAL SPECIFICATIONS".

### Schedule of Events

This Request for Proposal (RFP) will be governed by the following schedule:

DATE	MILESTONE
Friday, August 19, 2022	Request for Proposals Release Date
Monday, August 29, 2022, 10:00 AM ET	<b>Mandatory</b> Meeting/Site Visit
Thursday, September 1, 2022 3:00 PM ET	Deadline for Submission of Questions
Tuesday, September 6, 2022 3:00 PM ET	Answers Available on City's Website
Friday, September 9, 2022 10:00 AM ET	Proposal Submittal Deadline

### COMMUNICATION WITH STAFF

From the issue date of the solicitation document and until a contractor is selected and the selection is made public, contractors are not allowed to communicate with any City staff or elected official, with the exception of the Finance Department, or as provided on existing contracts or at the mandatory site visit. For violation of this provision, the City may reject any proposal of the offending offeror.

### MANDATORY SITE VISIT

A mandatory meeting/site visit will be held on August 29, 2022, at Veterans Park. Parking is available onsite at 2651 Veterans Memorial Highway, Austell, GA 30168. A general discussion will take place and contractors will have an opportunity to view and measure the site. All contractors must sign in prior to the start of the meeting. Those that fail to attend the mandatory site visit will not be eligible to submit a proposal.

## QUESTIONS AND ANSWERS

All questions concerning this RFP must be submitted via email or writing to the City's Finance Department:

Finance Department  
City Hall  
2716 Broad Street, S.W.  
Austell, Georgia 30106  
[bids@austellga.gov](mailto:bids@austellga.gov)

Questions and clarification requests must be received by 3:00 PM ET, September 1, 2022. Answers and clarifications issued by the City will be in the form of an addendum to the proposal instructions and will be issued to all known potential offerors and placed on the City's website not later than 3:00 PM, September 6, 2022. It is the proposer's responsibility to ensure that they have all applicable addenda prior to submittal. This may be accomplished by contact with the Finance Department via email or by visiting the City's website prior to submittal.

Those that wish to submit a proposal must acknowledge any issued addenda. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the proposal if the addendum contains information which substantively changes the City's requirements.

## **SECTION II PROPOSAL SUBMISSION DETAILS AND INSTRUCTIONS**

Ownership of all data, materials, and documentation prepared for and submitted to the City in response to this request for proposal shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70 et. seq., unless otherwise provided by law.

### **PROPOSAL FORMAT:**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The Offeror is solely responsible for the cost of responding to this RFP.

The Technical Proposal should include the following:

### **Qualifications**

The proposal must describe the contractor's qualifications and experience to provide the requested products and/or services.

### **References**

Offerors must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to project requested by the City. This should include entity name and address; contact name, title, phone number and email address; description of service provided to entity referenced.

### **Response to Scope of Work**

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Drawings and/or diagrams should accompany the written proposal.

### **Mandatory Documents**

Offeror must complete, execute, and include with the proposal, the following mandatory documents. Proposals received without these documents may be rejected.

- BID BOND
- ACKNOWLEDGEMENT OF ADDENDA
- GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT AFFIDAVIT
- AFFIDAVIT VERIFYING RESIDENCY STATUS OF AN APPLICANT (SAVE)

PROPOSAL SUBMISSION AND DELIVERY INSTRUCTION:

The Offeror shall submit:

- One (1) original (conspicuously marked “Original”) and three (3) copies of the Technical Proposal.
- One (1) original Cost Proposal in a separate and sealed envelope labeled “COST PROPOSAL”

The proposal must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.

Clearly label the outside of the SEALED envelope as follows:

Name of Contractor submitting the proposal

Project Name

RFP #

E-Verify #

All proposals must be delivered no later than September 9, 2022 at 10 AM, at which time proposals will be publicly opened and identified by proposer name. However, proposals will **not** be read aloud.

Proposals should be delivered to:

Finance Department

City Hall

2716 Broad Street, SW

Austell, GA 30106

Hand delivered copies may be delivered to the above address only between the hours of 8:30 AM and 4:45 PM ET, Monday through Friday, excluding holidays observed by the City of Austell.

LATE SUBMITTAL

All bids must be received by the City by the specified date and time. It is not sufficient to show that the submittal was mailed in time to be received before the scheduled closing time. The City will not be responsible for any bids delivered incorrectly or not received by the specified date and time.

WITHDRAWAL OF PROPOSAL

A submitted proposal may be withdrawn prior to the due date by a written request to the Finance Department. The request to withdraw a proposal must be signed by an authorized individual. Proposals shall be valid and may not be withdrawn for a period of 60 days from the date specified for receipt of proposals.

### REJECTION OF PROPOSALS

Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Austell or any other governmental entity.

The City of Austell reserves the right to waive irregularities, informalities, and technicalities, or to readvertise the proposal. The City has the right to reject all proposals or any proposal that is non-responsive or not responsible.

### DISCREPANCY IN UNIT PRICE

In case of discrepancy between a unit price and an extended price and total amount, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

### SELECTION CRITERIA

The selection will primarily be based on the qualifications of the contractor and the quality of the proposal. However, the City of Austell reserves the right to call references provided in the submittal and to require phone or personal interviews with contractors requiring additional evaluation. The following criteria and weights will be used for the evaluation:

1. Practicality, thoroughness, and appropriateness of proposal and methodology (25%)
2. Quality and responsiveness of the submittal (10%)
3. Overall Contract Cost (15%)
4. Qualifications of contractor, specifically as they relate to the scope of work of this project\* (25%)
5. Aesthetic appeal of submitted design (25%)

\*The Contractor should have at least five (5) years of experience in commercial landscape, installation and construction. Contractor must be licensed.

### FINANCIAL STANDING

The Contractor selected must be able, if requested, to provide proof that they are in good financial standing. All records submitted by the Contractor may be subject to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq. As such, the Contractor should be careful to not provide any proprietary information. In addition, the City may require contact information with the Contractor's financial institution(s), along with the necessary consent for the City to contact the institution to inquire as to the financial status of the Contractor.

### TERMS AND CONDITIONS

No person or business entity shall on the grounds of race, color, national origin, sex, age, or handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City. Compliance with Laws: In connection with the furnishings of supplies or performance of work under the contract, the bidder agrees to comply with the Fair Labor Standards Act, Equal

Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontractors awarded hereunder.

If a bidder has any existing client relationship that involves the City of Austell Mayor or Council, the bidder must disclose each relationship.

#### HOLD HARMLESS AGREEMENT

The Contractor shall hold harmless the City of Austell from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

#### BONDS

Each bid must be accompanied by a bid bond with good and sufficient surety or sureties approved by the City for faithful acceptance of the contract, payable to, in favor of, and for the protection of the City in an amount equivalent to five percent (5%) of the total amount payable by the terms of the contract or, in lieu thereof, in the form of a certified check, cashier's check, or cash in equal amount.

The successful bidder will be required to furnish performance and payment bonds with the executed agreement meeting the requirements of the contract documents, each in the amount of one hundred percent (100%) of the bid.

The bond surety must be authorized by the Insurance Commissioner to do business in Georgia and must be on the United States Department of Treasury's list of approved sureties.

#### CERTIFICATIONS

The City of Austell will not enter into a contract for the physical performance of services unless the Contractor(s) and or Subcontractor(s) registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors.

Each bid must be accompanied by a notarized work authorization affidavit, as defined in OCGA 13-10-91, et seq, attesting to the following:

The affiant has registered with and is authorized to use the federal work authorization program.

The user identification number and date of authorization for the affiant; and

The affiant is using and will continue to use the federal work authorization program throughout the contract period.



### **SECTION III INSURANCE REQUIREMENTS FOR CONTRACTORS**

Prior to the award of a contract, the Contractor shall furnish a Certificate of Coverage or other proof that it has the following insurance with the City named as additional insured that must remain in force for a period of at least one year after completion of the work:

#### **Workers' Compensation and Employer Liability Insurance –**

The General Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the limits below. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker's Compensation Limits:	Statutory
Employer's Liability Limits:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

General Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer liability or commercial umbrella liability insurance obtained by General Contractor pursuant to this agreement.

#### **Commercial General and Umbrella Liability Insurance –**

The General Contractor shall procure and shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, as shall protect him and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the contract agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

Comprehensive Form  
Contractual Insurance  
Personal Injury  
Broad Form Property Damage  
Premises – Operations  
Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by automobile liability under the contract. Policy coverage must be on an occurrence basis.

General Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

#### Business Auto and Umbrella Liability Insurance –

The General Contractor shall procure and shall maintain business automobile liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

General Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by General Contractor pursuant to this agreement or under any applicable auto physical damage coverage.

Any and all companies providing insurance required by the contract must be obtained from insurance companies that are duly licensed or authorized in Georgia to issue insurance policies for the required limits and coverages. For all contracts, regardless of risk, companies providing insurance under this contract shall have an A.M. Best rating of A-VII or better.

## **SECTION IV GENERAL CONDITIONS**

### **COMMENCEMENT OF WORK AND WORK PERIOD**

The City of Austell expects to award the contract by September 12, 2022. Work may begin immediately following award and must be completed by October 7, 2022. Any variation or extension to this schedule must be approved by the City Parks and Building Manager.

### **CONTRACTOR'S USE OF PREMISES**

Work may be performed from Sunday through Saturday from the hours of 7:00 AM to 7:00 PM. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials.

### **SAFETY**

The Contractor shall comply with all OSHA requirements associated with the work within this contract.

The Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. The City reserves the right to require the Contractor to remove and/or not to assign any employee the City deems incompetent, careless, insubordinate, or otherwise objectionable to working on City projects.

All Personnel shall be equipped with required Personal Protective Equipment as required by safety standards, provided by the Contractor. Personnel shall have all tools as required to perform the duties of each held position.

### **PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the City of Austell, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. If Contractor fails to take corrective actions, the City reserves the right to withhold payment until damages are corrected, or to correct damage and invoice Contractor for cost incurred. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

### **PROTECTION OF EXISTING EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

It is the Contractor's responsibility to verify locations and depths of utilities sufficiently in advance of construction such that necessary adjustments may be made to allow for the proper installation. The Contractor shall protect from damage all existing improvements and utilities (a) at or near the work site, and (b) on adjacent property of a third party, the locations of which

are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the City may have the necessary work performed and charge the cost to the Contractor.

#### SUBCONTRACTORS

If work is performed by a subcontractor, the Contractor shall remain fully liable and responsible for the work done by the subcontractor and shall assure compliance with all requirements of the contract.

The Contractor must provide the City notice of the identity of all subcontractors hired by the Contractor within five days of hiring the subcontractor. The Contractor must obtain affidavits from his or her subcontractors swearing that the subcontractor is registered for and participates in the E-Verify program. The affidavits must be provided to the local government within five business days of the subcontractor being hired to work on the job.

## **SECTION V. BID SPECIFICATIONS**

The City requests sealed proposals for demolition and installation of landscaping at Veterans Park as follows:

Demolition and disposal of all current landscaping, with the exception of existing Yoshino cherry trees.

Installation of new design to include low growing (dwarf), drought tolerant plants, deep rooted trees with minimum three (3) inch caliper, two annual color beds, and ground cover.

The finished project must be aesthetically pleasing, provide erosion control, and be economical to maintain.

Budget for entire project is \$50,000-\$70,000.

VETERANS PARK LANDSCAPING, AUSTELL, GA

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE (Contractor) \_\_\_\_\_, as Bidder, hereinafter called the Bidder, and (Surety) \_\_\_\_\_, a corporation duly organized under the laws of the State of Georgia as Surety, hereinafter called the Surety, are held and firmly bound unto

**City of Austell, 2716 Broad Street, Austell, GA 30106**

as Owner, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), or \_\_\_\_\_ ( \_\_\_\_\_ %) percent of the amount bid, whichever is less, for the payment of which sum well and truly to be made, the said Bidder and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Bidder has submitted a bid for

**Veterans Park Landscaping, Austell, GA**

NOW, THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Bidder to enter such Contract and give such bond or bonds, if the Bidder shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BIDDER**

**SURETY**

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

Witness: \_\_\_\_\_  
Signature

Witness: \_\_\_\_\_  
Signature

## ADDENDA ACKNOWLEDGEMENT

The Bidder has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____	Dated _____	Acknowledgement _____	<i>Initial</i>
Addendum No. _____	Dated _____	Acknowledgement _____	<i>Initial</i>
Addendum No. _____	Dated _____	Acknowledgement _____	<i>Initial</i>
Addendum No. _____	Dated _____	Acknowledgement _____	<i>Initial</i>
Addendum No. _____	Dated _____	Acknowledgement _____	<i>Initial</i>

CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The City of Austell, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. §13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_

\_\_\_\_\_

Federal Work Authorization User Identification Number                      Date of Authorization

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

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

Name of Public Employer: The City of Austell, GA

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2022, in \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Signature of Authorized Officer or Agent

\_\_\_\_\_

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_

Notary Public

My Commission Expires:



VETERANS PARK LANDSCAPING, AUSTELL, GA

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

O.C.G.A § 50-36-1(E)(2) AFFIDAVIT

By executing this affidavit under oath, as an applicant for a supplier of goods/services, as referenced in O.C.G.A. § 50-36-1, from The City of Austell, 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 and lawfully present in the United States 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/Title of Applicant

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC  
My Commission Expires: