Board of Commissioners

PROJECT:

WAYNE COUNTY

LANDSCAPING SERVICES

**REQUEST FOR PROPOSAL

BID DUE: September 27, 2023

The Wayne County Board of Commissioners is seeking sealed competitive bids from qualified lawn care professionals to perform lawncare and landscaping maintenance of Wayne County properties. The detailed specifications are available at the Board of commissioners office located at 341 East Walnut Street, Jesup, GA; and, interested parties may also go to [www.waynecountyga.us](http://www.waynecountyga.us) to download the bid specifications. Sealed Bids will be received in the Administration Office, 341 E. Walnut Street, Jesup, Georgia 31546, until 10:00 AM on September 27, 2023. At this time, the sealed bids will be publicly opened and the contractors name with the lowest bid will be announced.

**SUBMISSION**

The required bid documents must be submitted in a sealed package/envelope marked with sealed bid for Landscaping Services and the bidder’s name and address on the sealed submission package/envelope, as well as the outside of the shipping package/envelope.

Sealed bids can be dropped off at or mailed to the

Wayne County Admin Office

C/O Bid for Amanda Hannah

341 E. Walnut Street

 Jesup, Georgia 31546

Bids will only be accepted at the above address until the time and date specified above, and immediately after will be publicly opened and the contractor’s name will be announced. The bid will be awarded at the next regularly scheduled Commissioners’ meeting.

Bids received after the required time or in any other location other than the Wayne County Administration office will not be accepted. Wayne County will not be held liable for any misdirected deliveries nor deliveries that are late due to the shipping carrier. Faxed or emailed bids will not be accepted.

All bids submitted in response to this incitation shall become the property of Wayne County Commission and will be a matter of public record available for review after awarded.

**SCOPE OF WORK**

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

**Locations:**

1. City Of Jesup
2. Wayne County Administration building (341 E. Walnut Street)
3. Rayonier Memorial Park (located behind the Administration office on E. Walnut Street)
4. DFACS (1220 S. 1st Street)
5. District Attorney Office (145 N. Brunswick Street)
6. Hall Richardson (600 North 4th Street)
7. Pineland Mental Health (1240 1st Street)
8. Wayne County Extension (1900 Sunset Blvd.)
9. Wayne County
10. Manningtown Community Center (10925 Manningtown Road)
11. Gardi Community Center (90 Gardi Road)
12. Mt. Pleasant Community Center (141 Howard Road)

**On a separate bid sheet bid on the following landings:**

Williamsburg Landing (608 Sansavilla Road)
Upper County Landing (Arnold River Road)
Pig Farm Landing (2498 Osteen Branch Road)
Jaycee Landing- Fair grounds and parking lot at the top of the hill (230 Jaycee Landing Road)

**General Responsibilities**

1. Provide sufficient workforce to perform work safely and expeditiously. All equipment provided pursuant to this agreement should be in good and proper working order.

2. All sites are to be maintained 21 days, provided that the weather will not adversely affect the grounds of each facility identified above. A proposed schedule of operation shall be submitted with this proposal.

3. Prior to any cutting operations, grounds shall be checked for debris and refuse shall be removed.

4. Following cutting operations, all clippings shall be removed and properly disposed of. Must spray with Oust each time or equivalent chemical.

 5. 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 is to be stored so as to restrict traffic lines of sight.

 6. 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.

7. Repair of concrete or paved areas is not the responsibility of the contractor.

8. Report any damages noticed due to vandalism or other causes. Report anything unsafe.

9. All mower blades must be sharp enough to cleanly cut the grass blades without ripping or tearing.

10. Personnel must be available to maintain scheduled operations and to recover from inclement weather conditions in a timely fashion.

11. The contractor is responsible for all equipment necessary to perform the operations in this contract.

12. Grass areas:

* 1. All trash shall be collected and removed from the lawn and shrub areas at each location during the agreement period. This includes from the perimeter of the buildings and around the property boundaries. Clean up shall always be done before cutting.
	2. Spray Tarus once a year (Spring).
	3. All lawn areas are to be blown free of leaves and pine straw every 21 days.

13. Parking lots, Streets, Sidewalks:

* 1. All parking lots, streets, and walkways must be swept off or blown free of leaves, dust, etc. All trash is to be removed and disposed of properly.
	2. The contractor is responsible for any and all damage caused to vehicles and buildings. Special care should be taken to avoid throwing debris toward parking lots, vehicles, building entrances, and pedestrians.
	3. Any plants or grass growing in damaged areas or expansion joints of sidewalks, curbs, or parking areas are to be removed or sprayed with herbicides after weed eating.
	4. When mowing next to curb lines and walkways, mow so as to throw clippings inward to the lawn areas. All close trimming shall be done with the utmost care so as to protect adjacent plant material.
	5. Using a gasoline-powered blower, all sidewalks and walkways are to be blown clean of grass clippings, leaves, etc.
	6. Edging will be performed every 21 days during the growing season and as needed thereafter to maintain a neat and clean appearance. All edges bordering lawn areas are to be edged. These will include driveways, shrub beds, walkways, etc.
	7. Edging debris will be removed and disposed of promptly.
	8. Use string trimmer to trim area signs, posts, etc. where lawn mower will not reach.

 14. Shrubs and Trees:

* 1. 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 distance of 16” from structures and a minimum of 24” from HVAC units to facilitate building maintenance.
	2. 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.
	3. All shrub/tree beds are to be mulched with fresh pine straw twice a year; once between March 15th and March 30th, and again between September 15th and October 1st or as otherwise directed by the County representative. 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.
	4. Pine straw will be maintained in all beds with a 1” min. depth and 4” max. depth. Old pine straw will be removed before new pine straw is added.
	5. Fertilize all shrubs/trees once a year at the beginning of the growth period in March/April or as otherwise directed by the County representative.

**Point of Contact**

All dealings, contacts, etc., between the Contractor and the County shall be directed to Speck Echols, Recreation Director, or his/her designee 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**

**EXPLANATION TO PROPOSERS**

Any explanation regarding the meaning or interpretation of contract specifications, or other contract documents must be requested in writing, by September 20, 2023 by 12:00 p.m. and the questions will be answered by ahannah@waynecountyga.us 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.

**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.

**PREPARATION OF PROPOSALS**

1. Proposals shall be submitted on the forms provided herein. These forms must be signed by the proposer or his authorized representative. Any corrections to entries made on proposal forms should be initialized by the person signing the proposal.
2. Proposers must quote on all items appearing on proposal forms, unless specific directions in the advertisement, on the proposal form, or if the special specifications allow for partial proposals. Failure to quote on all items may disqualify the proposal at election of the Owner. When quotations on all items are not required, proposers shall insert the words "no proposal" where appropriate.
3. Any Proposer may modify his Proposal in writing at any time prior to the scheduled closing time for receipt of proposals, provided such is received by the County prior to closing time, and provided further, the County is satisfied that a written communication of the telegraphic modification over the signature of the Proposer was mailed prior to closing time. The communication should not indicate the Proposal price but should only include the modifications to each item by addition or subtraction so that final prices will not be known prior to the opening of the Proposals. Any modification to the Proposal by telegraphic means that is not confirmed in writing within two days of the closing time will be discarded and no consideration will be given to such modification.

**SUBMISSION OF PROPOSALS**

Proposals must be submitted as directed in the Request for Proposal.

**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.

**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.

**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.

**ONE PROPOSAL RECEIVED**

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

**REJECTION OF PROPOSALS**

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

**CONTRACT AND INSURANCE**

1. The proposer(s) to whom the award is made shall enter into a written contract with the Owner within the time specified in the Proposal.
2. The Contractor shall secure and maintain such insurance policies as are required. Insurance shall be in accordance with the General Conditions attached hereto.

**PROPOSALS**

1. 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 Owner as being incomplete and not qualified for consideration.
2. Each Proposal shall indicate the full business name and address of the Proposer and shall be signed by him with the usual signature. It shall also set forth the type of business organization, i.e., corporation, partnership, individual owner.
3. A Proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership. If there is no partner who is a Georgia resident, the name and address of an entity designated to receive service of process for the partnership in Georgia must be provided.
4. A Proposal submitted by a Corporation shall be signed by the legal name of the Corporation, followed by the state of incorporation and the title designation of the Corporation in legal matters. The name of each person signing the Proposal shall be typed or printed below the signature. If not a Georgia Corporation, there must also be evidence that the corporation is licensed to do business in Georgia.
5. A Proposal from an individual who is not a Georgia resident shall provide the name and address of an entity in Georgia with the authority to accept service of process for the individual.

**POWER OF ATTORNEY**

A Power of Attorney, or other satisfactory evidence of the authority of the officer signing on behalf of the Corporation, shall be furnished for the Owner's records.

**END OF SECTION**

**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 after approval of the Commissioners at their regular scheduled meeting in August. Upon successful evaluation of the first year’s performance Wayne County has the option to renew on an annual basis for up to five (5) additional years with the contractor.

**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 Administrator, Paul Drawdy.

**LICENSE REQUIREMENT**

All General Contractors doing business in Wayne County are required to hold a current valid business license within the municipality where the home office is located and must be a certified contractor with the State of Georgia.

**INSURANCE**

The Contractor shall maintain General Liability Insurance from an insurance company to cover bodily injury and/or property damage directly due to the negligence of the Contractor, his agents, representatives, employees, or subcontractors.

**GENERAL 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 an 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.

**EXEMPTION OF TAXES**

The Contractor shall not charge the County directly for any sales or excise tax. The County is exempt from the 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.

**E-VERIFY**

The contractor must fill out a Contractor Affidavit under O.C.G.A. 13-10-91(b)(1).

**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 Wayne County Commissioners for payment issuance. Contractors will need to fill out an ACH Form from the Administration Office for payment. **Invoices shall be submitted to**:

Wayne County Board of Commissioners

P.O. BOX 270

Jesup, Georgia 31598

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.

**TERMINATION**

Subject to the provisions below, the Contract may be terminated by the County upon ninety (90) 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.

**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.

**APPLICABLE LAWS**

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

**END OF SECTION**

**PROPOSAL PACKAGE CHECKLIST**

1. References

2. Proposal Fee Schedule

3. Proof of General Liability Insurance

4. Proof of Worker’s compensation Insurance

5. Contractor Affidavit / E-Verify

6. Sub-Contractor Affidavit / E-Verify

7. List of Subcontractors

8. Completed W-9 form

9. Completed vendor profile & certification form

10. Completer proposal submission form

**PLEASE DO NOT INCLUDE MARKETING MATERIAL. PROPOSAL SUMMARY OF QUALIFICATIONS SHOULD BE BRIEF AND SPECIFIC**

**1. INQUIRIES**

Questions and inquiries will be accepted from proposers. Amanda Hannah, County Clerk, is the sole point of contact for this solicitation unless otherwise instructed herein. Questions regarding this project may be directed in writing to Amanda Hannah, at 341 E. Walnut Street, or at ahannah@waynecountyga.us by 12 PM on September 20th. Unauthorized contact with other Wayne County staff regarding the RFP may result in the disqualification of the proposer. Material questions will be answered in writing, typically via email and will be posted to the county website as an addendum. It is the sole responsibility of the proposer to check the website (www.waynecountyga.us) regularly up to, and including, the date the proposals are due.

**2.** **FIRM PRICING FOR COUNTY ACCEPTANCE**

Proposal price must be firm for County acceptance for 90 days from proposal opening date. Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to the County.

**3. AUTHORITY TO BIND FIRM IN CONTRACT**

Proposals MUST give the full firm’s name and address of the proposer. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on the proposal in the space provided.

**4. REFERENCES**

All proposers shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, telephone number, email address, address where work is completed and days to complete. No reference shall be the same as other references provided under the proposal. Failure to include references may be ample cause for rejection of proposal as non-responsive.

**5. BASIS FOR AWARD**

The contract will be awarded to the responsible, responsive proposer(s) whose submission, conforming to the solicitation, will be most advantageous to Wayne County – price and other factors considered. Unless otherwise specified in this RFP, Wayne County reserves the right to accept a proposal in whole or in part, and to award it by item or by group, whichever is deemed to be in the best interest of Wayne County when applicable. Any proposer who is in default to Wayne County at the time of submittal of the proposal shall have that proposal rejected. Wayne County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Wayne County, shall be deemed non-responsive and the offer rejected. In evaluating proposals, Wayne County shall consider the qualifications of the proposers, timeframe, cost, references and guarantees of materials and equipment.

**6. NEGOTIATION WITH THE RESPONSIBLE PROPOSER**

Unless all proposals are canceled or rejected, the County reserves the right to negotiate with the lowest responsive, responsible proposer to obtain a contract price within the funds available whenever such proposal exceeds the available funds. Negotiations with the low proposer may include both modifications of the proposal price and the specifications/scope of work to be performed.

**7. NOTICE OF AWARD**

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

Wayne 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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**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 Wayne 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

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My Commission Expires:

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) on behalf of Wayne County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV / Basic Pilot Program\* User Identification Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: Authorized Officer or Agent Signature Date (Subcontractor Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Officer or Agent of Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_

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

Notary Public

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My Commission Expires:

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.**

**LIST OF SUBCONTRACTORS FORM**

 I do\_\_\_\_\_\_\_\_\_\_, do not \_\_\_\_\_\_\_\_\_\_\_\_\_ propose to subcontract some of the work on this project. I propose to Sub-contract work to the following subcontractors:

|  |  |
| --- | --- |
| **Name and Address** | **Type of Work** |
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**VENDOR PROFILE & CERTIFICATION**

1. Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Business Owner(s) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Business Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

4. Mailing Address (if different from above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

5. Business Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Company Structure (corporation, partnership, sole proprietorship): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Primary Business Purpose: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Years in Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Federal Tax Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11. Attach a copy of licenses (include professional, state and/or local business or privilege licenses).

12. Attach a copy of insurance Worker’s Compensation and Commercial General Liability).

 SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_

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

Notary Public

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My Commission Expires:

PROPOSAL FEE SCHEDULE

PROPOSAL FROM:

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMPANY ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Proposal Price and within the Proposal Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Invitation and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening, or for such a long period of time that Proposer may agree to in writing upon request of Owner.

3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

(a) Proposer has examined and carefully studied the Plans (if any), Specifications for the work, Deliverables, and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Proposals; that Proposer has satisfied himself relative to the work to be performed.

(b) Proposer further acknowledges hereby receipt of the following Addenda:

|  |  |
| --- | --- |
| **Addendum No.** | **Date** |
|  |  |
|  |  |
|  |  |

Proposers are advised that it is their responsibility to verify that any and all amendments have been received prior to submission of the Proposal. In case any Proposer fails to acknowledge receipts of any such amendments in the space provided on the Proposal form, the Proposal will nevertheless be construed as though the amendment have been received and acknowledged, and the submission of the Proposal will constitute acknowledgement of the receipt of amendments.

(c) Proposer has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

(d) Proposer is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the work.

(e) Proposer is aware of the general nature of Work to be performed by Owner and others at the site that relates to work for which this Proposal is submitted as indicated in the Proposal Documents.

(f) Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, reports and drawings identified in the Proposal Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Proposal Documents.

(g) Proposer has given County Contract Administrator, if any, written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents and the written resolution thereof by County Contract Administrators acceptable to Proposer. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

(h) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner. **The Proposer’s signature below certifies that there is no risk of potential conflicts of interest and particularly conflicts of interest under FEMA guidelines that should prevent the County from entering into a Contract with your firm pursuant to this RFP.**

4. Proposer will complete the work in accordance with the contract documents for the following price(s):

|  |
| --- |
| **Monthly Fee: $** |

**PROPOSAL SUBMISSION FORM**

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

Person to contact regarding this Proposal

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

Title

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

Phone

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

Fax

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

Email Address

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

Name of person authorized to bind the Firm

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

Signature

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

 Date

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

Name of Company

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

 Address

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_

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

Notary Public

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My Commission Expires:

SUBMITTED on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_\_\_

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

COMPANY REPRESENTATITIVE’S NAME

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

TITLE

Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.**



Addendum 1- Landscaping Services

Addendum to Landscaping Services request for proposal

Dated: September 13, 2023

Changed the wording on General Responsibilities number 4 to the following:

4. Following cutting operations, all clippings shall be removed and properly disposed of. Must spray with Oust every six (6) weeks during growing season only.

Remove under General Responsibilities number 12 item b