

Request for Proposals / Bids to Provide Landscape Maintenance for The City of Byron

The City of Byron is seeking Proposals / Bids to provide Landscape Maintenance Services for Properties under its ownership and/or control. All Proposals shall be delivered and addressed to Tiffany Sandefur (City Administrator for The City of Byron) at 401 Main Street, Byron, Ga 31008, by 1:00 p.m. Friday October 28th, 2022 (any bids delivered after this time are disqualified and will not be considered). All sealed bids will be opened and read out loud in the office of the Assistant City Administrator or other Administration on behalf of The City of Byron. While the City of Byron desires to award the Contract to the lowest qualified bidder, it shall reserve the right to reject any and all bids should the City determine any of the bids do not sufficiently meet the needs of the City. Upon review of the Proposals, The City Administrator shall make recommendations to Mayor and Council for Bid selection to be voted on in Mayor and Council's November regular scheduled meeting.

Contract Term: The Contract shall be awarded for a period of 12 months beginning on January 1st, 2023 and ending on December 31st, 2023. The City of Byron shall have the right, but no obligation, to renew the contract on the same terms for an additional 12 months by giving notice to Contractor by December 31st, 2023.

Invoicing: Invoices shall be delivered to The City of Byron on the first day of the month following the month upon which services were provided. The City of Byron shall make payment no later than the 15th in the following month for which services were provided. (Example- January landscape services shall be billed on February 1st and payment to be received by February 15th)

Insurance Requirements: If contractor fails to complete its work in any month or at the end of the calendar year, payment will be withheld until the work is complete. All Proposals / Bids shall require Company to provide current insurance coverage for General Liability (\$1,000,000.00 minimum coverage), Auto Coverage (\$1,000,000.00 minimum coverage) and Worker's Compensation (\$1,000,000.00 minimum coverage) Furthermore, the contractor shall be required to name The City of Byron as an Additional Insured under all applicable policies and provide copies of the policies to the City before starting work.

The contractor shall be responsible for stating the date of service to each site on monthly invoices failure to do so will result in nonpayment. If Contractor fails to visit and perform maintenance within the intervals, the monthly invoice will be prorated.

Segregation of Services: The City of Byron reserves the right to award Landscape Maintenance contracts to multiple contractors. Bids shall reflect a contract price for each property listed.

Termination of Contract: The City of Byron shall reserve the right to terminate this contract should the Contractor default in any way on the final contract signed between City and Contractor or fail to adequately provide any of the services defined in the Scope of Work below. The City's determination of adequacy will be entirely within its sole discretion. This right to terminate shall be fully described and included in any contract awarded.

Scope of Work:

The City of Byron Properties shall be identified as either Class A, Class B or Class C properties and are identified in the exhibits below. Each Class shall have a definition of Scope.

Class A: Grassed Areas shall be cut no less than every 7 days during the growing season (April through September). Grassed Areas shall be cut no less than every 14 days during the non-growing season (October through March). Invoices submitted shall be required to indicate when site visits were performed. In any event, each growing season shall have at least four visits per month. The non-growing season should have no less than 2 visit per month. All mowing should be completed to cut the grass at a height not to exceed 1 ½ inches. No more than 1/3 of the leaf blade should be removed per cut. Mowing height should increase through the growing season (Example ½ inch in April 1" inch in June, 1 ½" in August).

All areas that are unable to be mowed will be cut by weed eater. All sidewalks, curbs, or any area of hard surface that adjoins turf or mulch shall be maintained with a stick edger. Weed eaters shall not be permitted to be used as edger's.

Any irrigation systems shall be maintained through the contract period. Irrigation maintenance shall include a winterization in November to remove all water from the lines. The irrigation system shall be checked and set to run on or before April 1st of each year of the contract. Contractor should be required to run through the entire system to assure the heads are functioning properly and that there are no leaks. The irrigation system should operate to provide 1 inch of water per week to the area it is applying and should be checked by rain gauge to determine the amount of time each zone should run. The 1-inch rule shall apply to the month of June, whereas April and May shall run at 75%, July and August will run at 125%, and September and October will run at 100%. The system will be turned off in November. Each controller shall have an operating rain gauge that will shut the system off in the event of rain to conserve on water use while assuring the landscape receives a minimum of 1 inch of water per week. Contractor shall be required to replace any heads that are damaged through the contract term.

All bed areas, tree rings or any existing area that have mulch shall be renewed with long leaf pine straw on a bi-annual basis. The application of pine straw shall take place in October (after the last pruning of the season) and March.

All Landscape plants shall be pruned to Best Management Practices, regarding method and timing. All flowering materials that bloom on new wood should be pruned no later than April 15th. All materials that bloom on old wood should be pruned within 2 weeks after bloom. Disease and damage should be removed immediately upon discovery.

All mulched areas should remain weed free throughout the contract. The application of Glyphosate and other over the counter herbicides should be used to control weeds in mulched areas. The Contractor shall also include the application of pre-emergent in February, April, September, and November. Post-emergent herbicides shall be used as needed. Pesticides shall be as needed.

Each property visit shall include the removal of any trash, refuge, brush, or unsightly materials within the landscape. All hard surfaces and adjoining streets should be cleaned with a blower, after weed eating, mowing, and edging has been complete. Photos will be taken weekly, and cameras are in place damage to any city property will be at contractor's expense.

Class B: In these properties the grass is generally comprised of a mix of native species. Grassed areas shall be cut no less than every 10 days during the growing season (April through September) and every 14 days through the non-growing season (October through March). Invoices submitted shall be required to indicate when site visits were performed. In any event, each growing season shall have at least three

visits per month. The non-growing season should have no less than 2 visit per month. Mowing should be performed to cut the grass as low as possible without creating piles of thatch on top of the ground. All areas of grass that are unable to be mowed will be cut by weed eater. All sidewalks, curbs, or any area of hard surface that adjoins mulch shall be maintained with a stick edger or weed eater.

All bed areas, tree rings or any existing area that have mulch shall be renewed with long leaf pine straw on an annual basis. The application of pine straw shall take place between October and November when straw is readily available and fresh and after the last pruning of the season.

All Landscape plants shall be pruned to Best Management Practices, in regard to method and timing. All flowering materials that bloom on new wood should be pruned no later than April 15th. All materials that bloom on old wood should be pruned within 2 weeks after bloom. Disease and damage should be removed immediately upon discovery.

All mulched areas should remain weed free throughout the contract. The application of Glyphosate and other over the counter herbicides should be used to control weeds in bed areas, hard-scapes, along fences, buildings, and other areas to reduce weed eating. It is recommended that the Contractor apply Imazaquin to the grass to control Bahiagrass. The control of Bahiagrass will reduce the amount of mowing, reduce thatch and save mower blades.

Each property visit shall include the removal of any trash, refuge, brush, or unsightly materials within the landscape. All hard surfaces and adjoining streets should be cleaned with a blower, after weed eating, mowing, and edging has been complete.

Class C: These properties are not considered highly aesthetic and only require minimum maintenance. In these properties the grass is generally comprised of a mix of native species. Grassed areas shall be cut no less than every 14 days during the growing season (April through September) as well as every 14 days through the non-growing season (October through March). Invoices submitted shall be required to indicate when site visits were performed. In any event, each growing season shall have at least two visits per month. The non-growing season should have no less than 2 visit per month. Mowing should be performed to cut the grass as low as possible without creating piles of thatch on top of the ground.

None or minimal weed eating, edging, pruning, and blowing is required.

Glyphosate used only to reduce maintenance.

No "spray programs" are required. The use of Imazaquin is recommended but not required.

Each property visit shall include the removal of any trash, refuge, brush, or unsightly materials within the landscape. Please note this will include removal of any trash, refuge, brush, or unsightly material on all four exit ramp islands.

DELAGATIONS, ASSIGNMENTS, AND SUBCONTRACTS:

As used in this section, City means the City of Byron. Contractor means the successful bidder person or entity awarded the contract which is the subject matter of the RFP and awarded contract.

Any assignment, transfer, or subcontracting, or attempts thereto, in violation of this provision shall be deemed null and void, an event of default, and grounds for contract termination in the sole discretion of the city. City and contractor recognize and agree that this agreement contemplates performance by contractor and is based in part upon a determination of contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to city for entering into this agreement was and is the professional reputation and competence of contractor.

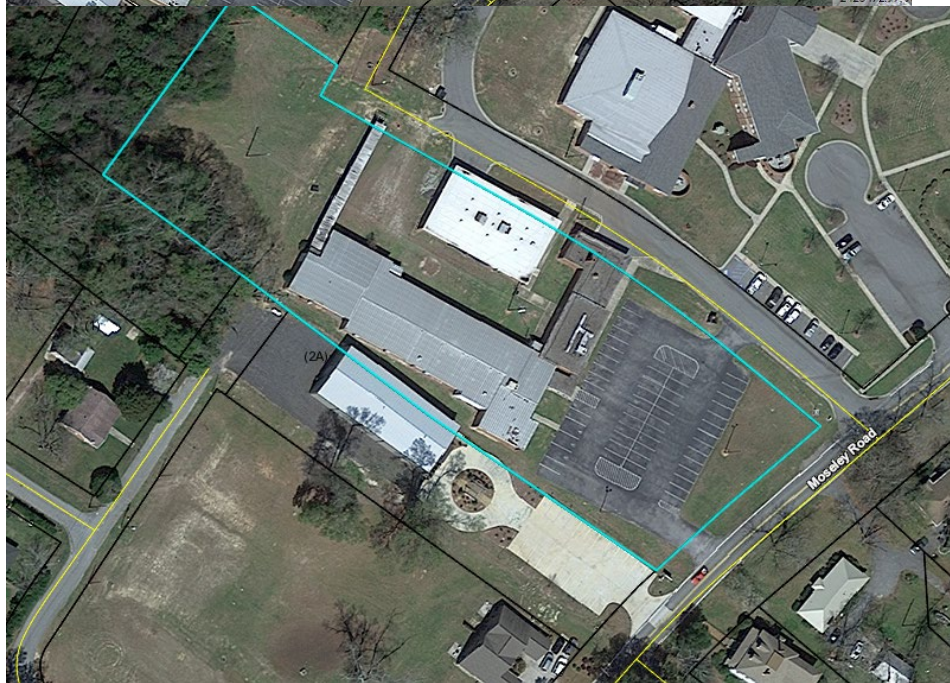
If any affiliate of contractor acquires, buys, takes over, and/or succeeds to that or any portion of the business of such contractor that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this agreement, such affiliate may succeed to those rights, obligations, duties, and interest of such contractor under this agreement, but only with the written consent of the city. If the city provides its written consent for successor affiliate to replace contractor, and in the event of any such succession hereunder, the successor shall expressly undertake in writing to the city other party the performance and liability for those obligations and duties as to which it is succeeding a party to this agreement. Thereafter, the successor party shall be deemed contractor and the original party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

The contractor shall not assign or transfer its interests, rights, or obligations in this contract nor subcontract any portion of the work to any person, company, or any other entity. In the event the city provides written consent, but only in such event, the contractor agrees to bind every subcontractor approved by the city to all of the terms and conditions of this agreement. The contractor agrees that he is and remains fully responsible to the owner for the acts and omissions of his subcontractor, as contractor is for the acts and omissions of himself and of persons directly employed by him. Contractor must have an agreement with any assignee or subcontractor that mirrors all requirements of the city RFP and contract.

The contractor may not delegate any rights or obligations hereunder, either in whole or in part, without prior written consent of the city, which may be withheld by the city for any reason. Any attempted assignment or delegation in derogation of this paragraph shall be void and shall constitute a default in the terms hereof and shall be an additional event of termination of this contract. Additionally, this agreement, either in whole or in part, shall not be assignable or delegable, whether by merger, operation of law or otherwise, by contractor without the written consent of the city. This agreement shall extend to and shall be binding upon the parties hereto, and their permitted and/or attempted successors and assigns. Contractor may not collaterally assign its rights under this agreement to any party providing debt or equity financing to it without the consent of the city.

Class A Property

Byron Municipal Complex



Old School



Fire Department



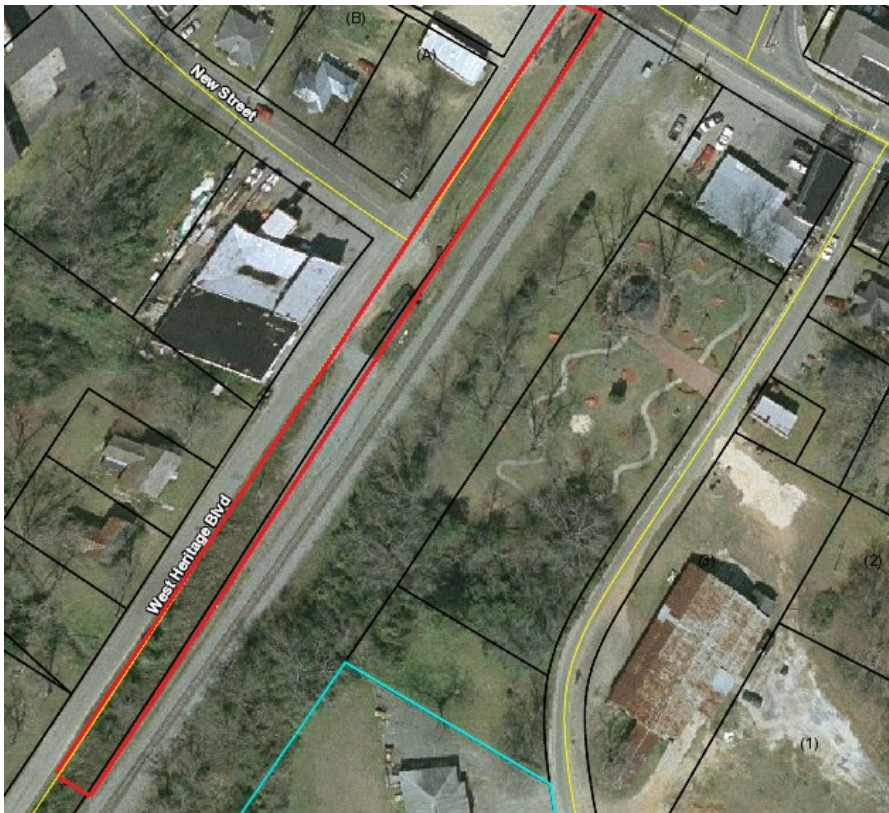
Cemetery

Old City Hall and

Class B Properties



Old Jail House and Jail House Park / East Heritage / Train Depot and right of way





Class C Properties

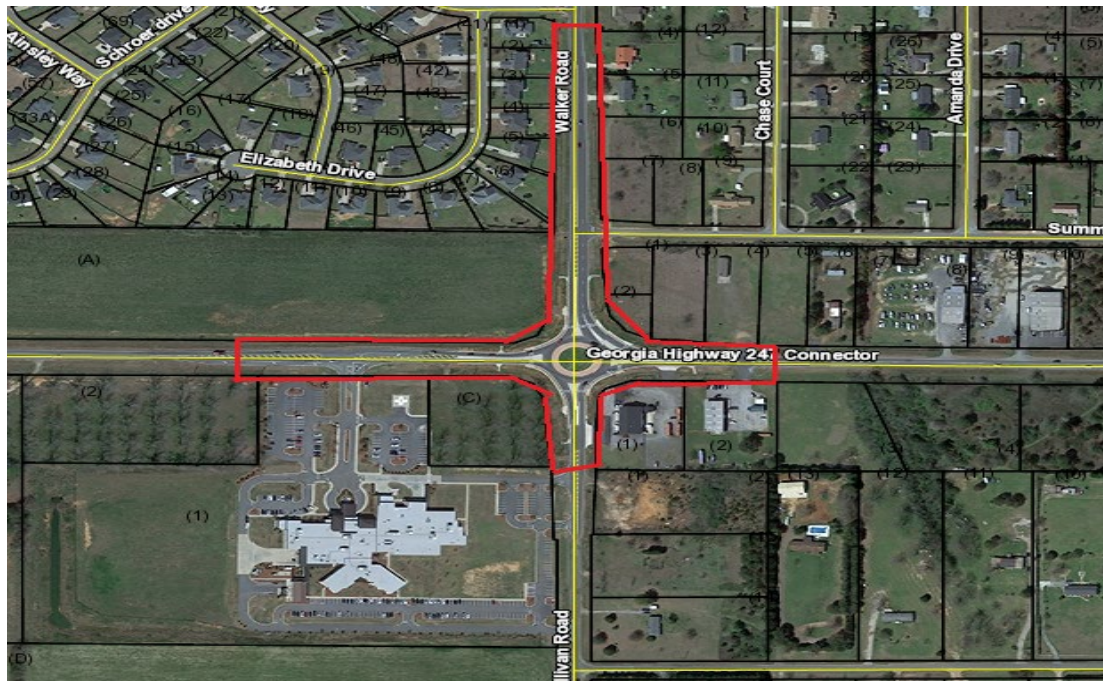


Welcome To Byron Sign

Exit 149 Ramps



Round About Hwy 247 Connector



Landscape Maintenance Proposal Form

Please provide annual contract to be billed in 12 monthly equal installments for the following properties. Contract may be awarded in whole or in part.

1. Byron Municipal Complex, Old School, Byron Fire Department, and Cemetery (Class A minimum of 52 visits per year)
2. Old Jail House/ Jail House Park / East Heritage r.o.w. / West Heritage r.o.w. / Train Depot and r.o.w./ (minimum 36 visits per year)
3. Welcome To Byron Sign & Exit 149 Ramps (minimum 26 visits per year)
4. Round About Hwy 247 Connector (minimum 26 visits per year)

Please provide a discount percentage Contractor is willing to provide for being awarded all properties. Percentage shall be calculated as (Discount = Total of all properties x ____%).

Please provide three local references with maintenance contracts over \$10,000 per year.

1. Name _____ Contact _____
2. Name _____ Contact _____
3. Name _____ Contact _____

Your Company Name _____

Address _____

Email _____

Main Phone _____

Signature Attesting to Bid / Proposal _____