



Hall County Government

FINANCIAL SERVICES

Request for Qualifications/Pricing with Price Proposals

Date Issued: September 1, 2021

RFQ/P No: 42-009

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

Landscape Maintenance Services

Pursuant to [County Ordinance Section 3.10.140](#) this Request for Qualifications/Proposals (“RFQ/P” or “Solicitation”) is being issued to establish a contract with a qualified contractor who will provide **Landscape Maintenance Services** to Hall County, Georgia (hereinafter, “County”) as further described in this RFQ/P.

No extension of the bidding period will be made other than by a formal written addendum to this Request for Qualifications/Pricing with Price Proposals (RFQ/P). See Schedule of Events for time and location.

Proposal submittal documents may be obtained by going to our Bids & Proposals website at <http://www.hallcounty.org/Bids.aspx>, then select the bid #42-009 titled ‘Landscape Maintenance Services’, click on ‘Request a Bid Package’, fill out the requested information, click ‘Submit’, and this will send an automatic request to our office. You may also contact us in the Purchasing Office at 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504, or Phone 770-535-8270 or Fax 770-531-7112 to obtain the information at no charge.

The release of the solicitation and any subsequent addendums are only communicated through the posting of this RFQ/P as an event at <https://www.hallcounty.org/Bids.aspx>

This is the only official release site for this RFQ/P or any addenda that may be issued for same.

Contract, if awarded, will be on a lump sum basis or individual site basis, whichever is in the best interest of the County. No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.

The response submitted by the contractor shall be valid and held open for a period of **ninety (90) days** from the final solicitation closing date and that the contractor’s offer may be held open for a lengthier period of time subject to the contractor’s consent. All proposals will be evaluated in accordance with applicable Hall County rules, regulations and laws. This bid will be evaluated using a multi-step process. The first step is to evaluate “qualification” submissions. Factors to be considered in the evaluation include: ability of the professional staff, approach to project, experience on similar projects, performance on past projects and references for same services. This step will result in a “shortlist of qualified firms”.

During the evaluation process, the selection committee and the County reserve the right, when it may serve the County’s best interest, to request information or clarification from proposers or to allow corrections of errors or omissions. Once the “short list” is compiled, the second step is to evaluate

“cost proposal” which should have been submitted at the same time in a **separate sealed envelope** that references the contractor’s name, bid number, and bid title in the lower left hand corner. The firms short listed may be invited to interview with the committee. The County reserves the right to award bid to more than one vendor.

All questions regarding the solicitation should be directed in writing to Julie Dorough, Buyer, jdorough@hallcounty.org no later than 12:00 noon, September 20, 2021. Answers will be provided to all firms in the form of a published addendum.

This written proposal documents supersede any verbal or written prior communications between the parties. The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of whether that proposal is selected. The Commissioners reserve the right to reject any or all bids, in whole or part, to waive technicalities and informalities or to select any bidder to complete the described Work. Award of Contract will not be solely based on low bid, but also on quality, references and other subjective criteria as the County may deem necessary and as the County may determine at its sole discretion. The Undersigned Bidder expressly understands that his proposal may be rejected by the County for any reason without liability on part of the County to the Undersigned Bidder.

Respectfully,

Hall County Board of Commissioners

Julie Dorough
Buyer

**Hall County Board of Commissioners
Request for Qualifications/Pricing
#42-009**

LANDSCAPE MAINTENANCE SERVICES



September 1, 2021

Table of Contents

I.	Bidders Response	5
II.	Scope of Services	6
III.	Purpose of Contract	6
IV.	Schedule of Events	6
V.	General Requirements	7
VI.	Specifications	7
VII.	Content and Format of Proposals	13
VIII.	Receipt and Submission of Proposals	14
IX.	Selection Process	15
X.	Evaluation and Award	15
XI.	Quantities	18
XII.	Exception to Contract and Order of Preference	18
XIII.	Sample Contract	19
XIV.	Terms and Conditions – Request for Qualifications/Pricing	20
	Attachment A - Service Locations	27
	Attachment B - Pre-Bid Conferences / Site Inspections	30
	Attachment C - Cost Proposal	31
	Attachment D - E-Verify S.A.V.E. Program Affidavit	32
	Attachment E - Cone of Silence Affidavit	35

I. Bidders Response (This section to be completed by the bidder)

RFQ/P No: 42-009

The undersigned agrees, if this bid is accepted within ninety (90) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Request for Qualifications/Pricing at the price in the Bid Schedule.

Time discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days

Prices to remain firm for ninety (90) calendar days or _____ calendar days after date of opening. Vendor must initial here if he changes the ninety (90) day requirement _____.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information
(Type or Print)

Name and Mailing Address or where to send payments
(Type or Print)

Name of Company

Name of Company

Address

Address

County State Zip Code

County State Zip Code

() _____
Phone Number

() _____
Phone Number

Email Address

() _____
Fax Number

| | | | - | | | | | | | | | |
Tax ID Number

Or | | | | - | | | - | | | | | | | | | |
Social Security Number

Name and Title of Person authorized to sign

Acknowledge receipt of all issued addenda by listing their numbers and dates of issuance below

Name: _____

Title: _____

Signature: _____

Bids not signed must be declared as "Non-Responsive" and not considered for award

II. **Scope:** The Hall County Board of Commissioners is soliciting bids from qualified contractors for Landscape Maintenance Services to be performed at various County owned and/or maintained facilities for period of twelve (12) months.

III. **Purpose of Contract:** Landscape Maintenance Services will be of varied types including, but not necessarily limited to the following: turf care and landscape/planning maintenance.

IV. **Schedule of Events:**

The schedule of events set out herein represents the County’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFQ/P will be publicly posted prior to the closing date of this RFQ/P. After the close of the RFQ/P, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFQ/P	September 1, 2021	8:00 a.m.
Pre-Bid Conference Location: See Attachment B for locations Attendance is: Mandatory	Tuesday, September 14, 2021 AND Wednesday, September 15, 2021	9:00 a.m. 10:00 a.m.
Deadline for written questions sent via email to the Issuing Officer	Monday, September 20, 2021	12:00 p.m.
Collective responses to Written Questions by County Issued Addendum	Tuesday, September 21, 2021	3:00 p.m.
<u>Proposals Due/Close Date and Time</u> <u>Required Submittal Location:</u> <u>2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504</u>	Friday, September 24, 2021	3:00 p.m.
Proposal Evaluation Completed (on or about)	1 Week after Closing	N/A
Initial Evaluation Committee Meeting to Review Scored Proposals	1.5 Weeks after Closing	N/A
Negotiations with Identified contractor(s) (on or about); discretionary process	2 Weeks after Closing	N/A
Final Evaluation (on or about)	2.5 Weeks after Closing	N/A
Finalize Contract Terms	3 Weeks after Closing	N/A
Notice of Intent to Award [NOIA]	3.5 Weeks after Closing to be Published by Purchasing Division.	N/A
Notice of Award [NOA]	Date of Executed Contract to Contractor -approx. 5 Weeks after Closing	N/A

V. General Requirements:

1. The contractor shall be responsible for all work performed in support of this contract. Hall County allows the use of sub-contractors under this contract to fulfill the scope of work. Sub-contractors shall perform no work, unless pre-approved by the County. Sub-contractors should be disclosed within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor to fulfill one entire segment of this contract, then the bidder should submit to the County references for the sub-contractor. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to sub-contractors and/or workers performing work under this contract. Sub-contractors shall be paid at the same labor rate and same materials marked up rate as stated on bid schedule. The contractor shall be wholly responsible for the quality of their sub-contractor's work. The contractor shall not award more than seventy-five (75) percent of the work to sub-contractors on any project, without prior approval of the County Representative.
2. The contractor shall provide all equipment, tools, and/or services required to complete specified work. Hall County will reimburse for custom equipment rentals at cost only, no markup allowed. All equipment rentals require pre-approval by County staff.
3. The Contractor shall not accept any request for Landscape Maintenance Services projects or change orders without communication with the Hall County Purchasing Division.
4. Any and all change order requests by the Contractor, must be submitted in writing and approved through the Hall County Purchasing Division. For any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must be an accompanying approved change order. If work is done before issuance of change order approval and revised purchase order, the change may be rejected or denied for compensation.
5. Contractor shall provide copies of the following Licensing with their bid response:
 - Valid Business License
 - Commercial Applicators License
 - Contractors Application License
6. Mandatory Pre-Bid Site Inspections: Contractors shall be responsible for confirming site conditions and dimensions by attending a pre-bid site inspection on Tuesday and Wednesday / September 14, 2021 and September 15, 2021 supervised by Fire Services Support Services Division Chief, Donald Petering. Each landscaped site must be visited and inspected. Your firm will be considered non-responsive if each site is not visited and inspected. Additional price revisions for recalculation of site dimensions will not be accepted after the award of contract.

VI. Specifications

1. Turf Care:
 - A. Mowing:
 - Considering topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut.
 - At no time are any mowers to exceed 7 mph on any turf area due to the increased risk of an unexpected injury to staff. Mowers must have shrouds

in the down position at all times.

- No abrupt turning or sliding of equipment which results in turf damage shall occur.
- Contractor shall be responsible for mowing drainage ponds, drainage ditches, retention ponds, lakes, etc. to the "then existing" water's edge. The Contractor shall make mowing adjustments in response to fluctuating water levels.
- All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. Mowing equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" and/or scalping effect, which would negatively affect growth, health and appearance of grass. Grass clipping must not be discharged toward the water.
- Mowing Restrictions:
 - When operating equipment near pedestrian and vehicular traffic areas, the equipment operator must be aware of individuals and the flow of traffic. When pedestrians or vehicular traffic is present, Contractors staff must either stop work or angle equipment away from pedestrians or vehicular traffic. Pedestrians and vehicular traffic shall not be impeded, harmed, and/or damaged.
 - All mowers should remain on grassed shoulders when in operation, without a deck being raised, so as not to create hazards for the traveling public or to interfere with the travel lanes.

B. Clippings Removal / Handling:

- "Litter/Debris Removal" – Prior to and day of commencement of work (mowing, edging, trimming, and/or pruning) for each location indicated for each Service Area, the Contractor shall inspect the service area location and remove all litter and debris. The Contractor shall be required to remove all litter, trash, leaves, branches, and any and all other accumulated debris prior to mowing, edging, trimming, and/or pruning.
 - Litter and debris may consist of paper, plastic, boxes, bottles, cans, cigarette butts, tires, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, fallen tree/bush branches, and palm fronds, leaves, trimmed vegetation on paved surfaces, animal carcasses, and other items not considered normal to turf.
- All vegetative debris, including, but not limited to, grass clipping, fallen tree/bush branches, pruning debris, shall be removed from County property after each service. The use of bagging attachments is recommended, but not required.
- All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. Larger pieces such as ladders, tires, mattresses, etc., may be directly deposited into disposal vehicles.

- Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.
- Additional litter removal cycles may be requested by the County between mowing cycles. Contractors must include this service in the overall proposed costs. No additional line items or contract amendments will be issued for this service.

C. Trimming / Edging:

- Areas inaccessible by mowers shall be cut by string trimmers. Trimming shall be done around buildings, in front of, behind, under or around, and beyond roadside obstacles, around landscaped beds, along curb bullnoses, roadway curbs, walls, fences, established/planted trees, non-landscape area shrubs and wildflower areas to provide an attractive appearance.
 - Roadside Obstacles shall be defined as posts, buildings, lights, signs, tree, public utility installations, sprinkler heads, valves, and otherwise where needed and in concurrence with each mowing.
- Herbicides shall be used to treat buffer areas around the obstacles such as buildings, pole, etc. This is necessary to guard against damage by string trimmers.
- Trimming shall be done by hand carried equipment, or by equipment that will not cause damage to public or private property.
- If an area has inadequate vegetative cover; has damaged vegetation such as rutted or eroded areas; or has fragile soils that are likely to be rutted or eroded by mowing equipment, trimming of vegetation shall be conducted by hand carried trimming equipment.
- All cracks and joints in concrete, asphaltic concrete surfaces, and brickwork shall be cleaned by trimming and are to be blown and sprayed with herbicide.
- Maximum herbicidal kill line shall not exceed four (4) inches.

D. Aeration:

- All lawn areas shall be aerated annually.
- Coring type aerators shall be used.
- Fescue lawns shall be done in September.

E. Fertilization, Lime, and Mineral Placement:

- All landscaped areas require, adequate fertilization, lime, and mineral placement to ensure that all vegetation is healthy and growing vigorously. Amount of fertilizer, lime, and minerals depend on species, length of growing season, soils, and rainfall. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages must follow local recommendations.

F. Over Seeding: Report must be submitted when the below is completed.

- Fescue lawns shall be over seeded in the fall in conjunction with aeration and fertilization listed above.
- K-31 tall fescue seed shall be used.
- Seed shall be applied at a rate of three (3) to five (5) pounds per 1,000 sq. ft.

G. Application of Herbicide and Pesticide:

- Before any herbicide or pesticide is used on any County landscaped site, it must be pre-approved for use by the County Project Manager or their designee. Contractor must provide the County with updated listing of all chemicals and copies of Material Data Safety Sheets (MSDS) or Safety Data Sheets (SDS).
- Any time that herbicides or pesticides are being applied, the Contractor must at all times employ and have on-site an employee who has a valid State of Georgia pesticide license to perform and/or supervise the application of chemicals. Proper signage must be placed in sprayed areas prior to application to notify about upcoming application and also prior to leaving site after application. Signage must have essential Contractor contact info and spray ingredients listed on it.
- Herbicides and pesticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacture's original container, or appropriate and properly labeled secondary container. All shall be environmentally safe and comply with all federal, state and local environmental regulations, polices and statutes.
- No herbicide or pesticide is to be applied at, near or along any drainage inlets, pipes or grates. Do not spray if winds are sustained at 15 MPH or greater.
- A hood covering the herbicide or pesticide spray applicator wand must be used. Contractor shall take all precautionary measures to ensure all herbicide or pesticide treatments will not take place during high winds or rainstorms that may allow herbicide spray onto native or off target species. Pre-emergent and selective herbicides are recommended.
- Certain vegetation may not receive pre-emergent applications to avoid damage.
- Herbicides shall not be used in areas where their use will cause or promote erosion, i.e. near a body of body of water.
- No herbicide is to be applied around any ornamental grass species.
- Fescue lawns shall be treated with a pre-emergent herbicide in late winter and early spring.
- Post emergent herbicides shall be used to control broadleaf weeds during the growing season.

H. Disease and Insect Inspection:

- Disease and insect control of vegetation will be carried out when disease or insects are inflicting noticeable damage, reducing vigor of vegetation, or whenever the situation could be considered a bother to the public.

2. Landscape Plants, Planting Beds and Natural Areas:

A. Trimming and Pruning:

- Shrubs and trees of up to 4" caliper and 12' height, shall be trimmed and pruned by the Contractor.
- Limbs hanging into right of way shall be cut back in aesthetic fashion to ensure uniform mass. No branches shall overhang sidewalks.
- All dead laying branches/palm fronds or hanging dead branches/palm fronds must be removed with each service.

- Any sick, diseased or damaged vegetation must be punctually reported to the County Project Manager or their designee.

B. Bedding for Landscaped Areas:

- The perimeters of all planting beds and natural areas shall be trenched 4” deep and maintained year round.
- Remove and replace mulch and/or pine straw in beds two separate times per year; however, this amount may vary based upon needs of the County. The Project Manager shall provide reapplication dates to Contractor on an as needed basis.
- The color of mulch for landscape sites will vary. The Project Manager shall specify the desired color of mulch at each site before initial placement and before every mulch reapplication.

C. Weed Control:

- Planting beds and natural areas shall be treated with herbicide and hand weeded to remove weeds year round.
- Undergrowth in natural areas shall be controlled by mechanical and post emergent herbicidal means year round.

3. Traffic Control:

- At a minimum, abide by the Manual of Uniform Traffic Control Devices (MUTCD), current edition, for traffic control guidance. All service operations shall install applicable Maintenance of Traffic (MOT) signage and cones.
- If for any reason that any equipment/vehicles should be in the traveling lane, a shadow vehicle with crash attenuator shall be used. The use of an Arrow Board may also be applicable according to the GDOT Index being utilized.
- Operations may be restricted when, in the opinion of the County Project Manager or their designee, the continuance of the work would seriously hinder traffic or is unsafe

4. Facility Restrictions:

- Fire Stations may be maintained between the hours of 7:00 A.M and 7:00 P.M., Monday – Saturday.
- Fire Training Center/Vehicle Shop may be maintained between the hours of 8:00 A.M. and 5:00 P.M., Monday - Friday
- Emergency Services Complex may be maintained between the hours of 7:00 A.M and 7:00 P.M., Monday - Saturday
- No landscaping employees shall be allowed in the inside of a fire station living quarters or apparatus bay unless accompanied by a Fire Services representative.

5. Service Locations: The specifications of this RFQ/P cover the Hall County locations identified on Attachment A. Additional locations may be added as required by the County. A price revision will be negotiated for any approved site revisions.

6. Quality Acceptance:

- Any areas that are not mowed due to insufficient overlap of the mowers

or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.

- Mowing Height to Be Followed:

Grass Type	Minimum Cut Height	Max Cut Height
Fescue	3"	3" to 4"
Bermuda or Zoysia	1"	2"

- Contractor shall report Performance deficiencies to the County within twenty (24) hours of identification.
- Correct Mowing Service Quality Acceptance deficiencies no later than twenty-four (24) hours following receipt of a County issued Contract Breach Notice.
- Scalping and rutting of the turf constitutes a performance deficiency and must be repaired at no cost to the County before the next mowing cycle.
- If the Contractor's work does not meet the completion target per the contract requirements, the Contractor shall promptly take such action as is necessary to remedy the delay, and shall submit promptly to the Department for approval a supplementary schedule or corrective action plan demonstrating the manner in which the delay will be remedied. Any increase in cost incurred in remedying a delay which is not excusable under the contract shall be borne by the Contractor.
- Damages: Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the County or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's Staff to the County Project Manager, or their designee. A written incident report must be completed and submitted by the Contractor within twenty-four (24) hours of the event. The County Project Manager or their designee will supply report forms, as required, for Contractors to report any damages. Damages during times that County Offices are closed shall be reported to the Police Department Duty Officer with a request to call the County Project Manager or their designee, as necessary.
If applicable, the County Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where damages are involved, the County Project Manager and the Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the County or shall punctually issue reimbursement within a time frame approved by the County. All such matters shall be put forth in writing and signed by both parties.

VII. Content and Format of Proposals:

The proposals shall contain the following information and shall be submitted in the following format:

1. Introductory Letter
 - Firm Name
 - Business Address
 - Contact Name
 - Former Firm Names, Joint Venture Information, Out of State Offices, if applicable.
 - Statement of which office will handle the service, if multiple offices.
 - Statement that the proposal will remain in effect for and not be withdrawn for ninety (90) days after the date due to Hall County.
 - Statement acknowledging and the receipt of each and every Addendum that Hall County may issue to the RFQ/P.
 - Statement that, if selected, bidder shall negotiate in good faith with Hall County.
2. Experience and Workload
 - Firm must review and answer all mandatory questions and mandatory scored questions. (See Attachments for all mandatory questions)
3. Contact Approach
 - Firm must review and answer all mandatory questions and mandatory scored questions. (See Attachments for all mandatory questions)
4. Price Proposal
 - A complete service price proposal is requested in a separate sealed envelope for the purpose of reviewing costs after the selection committee has reviewed all proposals.
 - Price Proposal Scoring: The County may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The Contractor deemed to have the most competitive cost proposal overall, as determined by the County, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the County may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

Note: Failure to meet the requirements of this section shall result in a proposer being deemed “non-responsive”, and the entire submittal will be rejected.

VIII. Receipt and Submission of Proposals

Firms should submit two (2) hard copies of their proposal; one (1) of which must be marked "Original" and one (1) marked as "Copy", and one (1) copy uploaded on flash drive. The Mandatory Questions, Mandatory Scored Questions, and Price Proposal must be unlocked and uploaded to the flash drive in the original formatting that was utilized by the County. Please submit proposals to the following address:

Courier Service (FedEx, UPS) or Hand Delivery:

Hall County Government
Attn: Julie Dorough, Buyer
Financial Services Department
Purchasing Division
2875 Browns Bridge Road, 4th Floor
Gainesville, GA 30504

Mailing Address:

Hall County Government
Attn: Julie Dorough, Buyer
Financial Services Department
Purchasing Division
P.O. Drawer 1435
Gainesville, GA 30503

Hall County accepts no responsibility for any expense incurred by proposers responding to this RFQ/P; such expenses are the responsibility of the proposer.

Proposals submitted after the deadline, Friday, September 24, 2021, at 3 pm will not be accepted under any circumstances. Faxed or emailed qualifications are not acceptable.

All questions regarding this solicitation shall be submitted in writing to:

Hall County Government
Attn: Julie Dorough, Buyer
Hall County Financial Service
Purchasing Division
P.O. Drawer 1435
Gainesville, GA 30503
Email: jdorough@hallcounty.org

All bid responses become the property of Hall County Board of Commissioners and will not be returned. No proposal may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.

All qualification submittals will be evaluated in accordance with applicable Hall County rules, regulations, and laws. Evaluation of firms submitting statements of qualification for this project will be based on qualifications, experience, and performance on past projects along with references. During the evaluation process, the selection committee and the County reserve the right, when it may serve the County's best interest, to request information or clarification from proposers or to allow corrections of errors or omissions.

IX. Selection Process:

The selection process will include a Selection Committee. The committee will evaluate the proposals and qualifications presented by the interested proposers (**Step One**). If necessary, the committee will schedule interviews of the “short-listed” consultants (**Step Two**). The County reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the contractor’s technical solution.

X. Evaluation and Award

This section contains the detailed technical requirements and related services for this RFQ/P. Contractors are required to download, complete and then upload the Worksheets titled “Mandatory Response Worksheet”, “Mandatory Scored Requirement Worksheet”, and “Cone of Silence” Requirements found as attachments in the RFQ/P. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all three worksheets. In the event all three worksheets are not available as downloadable forms to this RFQ/P, please confirm with the Issuing Officer that all three worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the contractor’s response. These worksheets together with any and all other required documents submitted in response to this solicitation will be considered the contractor’s technical proposal.

The County has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The County will not tailor these needs to fit particular solutions contractors may have available; rather, the contractors shall propose to meet the County’s needs as defined in this RFQ/P. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

X.1 Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the County expects to be satisfied by the selected contractor. Each contractor must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO MANDATORY REQUIREMENTS AND MANDATORY SCORED RESPONSES.

X.1.1 Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the contractor must indicate whether its proposal meets the individual requirements by marking either a providing an answer and/or attaching the requested documents in the response block(s) provided. Responses to the Mandatory Response Worksheet are not scored. They are used to determine if a Contractor is both Responsible and Responsive.

X.1.2 Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the contractor must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled “Mandatory Scored” must be met by the contractor. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section X of this RFQ/P.

X.2 Cost Proposal Introduction

Each contractor is required to submit a cost proposal as part of its response. To expedite the evaluation process, the County reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the RFQ/P Proposal Factors.

The cost proposal will be evaluated and scored in accordance with Section X of this RFQ/P. By submitting a response, the contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the County may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFQ/P, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the contractor’s unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the contractor’s pricing as quoted on the RFQ/P’s provided cost worksheet and (2) the contractor’s pricing as quoted by the contractor in one or more additional documents, the former shall govern; and
7. Unless otherwise specified in any terms and conditions attached to the RFQ/P, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
8. Unless expressly permitted by the RFQ/P, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must “strikethrough” any such provisions in printed forms and initial such revisions prior to submitting a response to the County; and
9. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the RFQ/P; and
10. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFQ/P or contract; and
11. Unless permitted by the solicitation, responses requiring payment from the County in less than thirty (30) days will be considered non-responsive; and

12. The County is exempt from certain taxes and no provision for such taxes should be included in the contractor's response.

X.2.1 Cost Scoring

The County may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The contractor deemed to have the most competitive cost proposal overall, as determined by the County, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the County may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

X.3 Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	Cost of proposed products and/or services	200 points
Technical/Proposal Factors	"Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	"Mandatory Scored"	800 points
Total	N/A	1,000 points

X.4 Selection and Award

The County reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item and (f) take any other action as permitted by law. The County reserves the right to provide for similar and/or additional services from other companies if the County so deems necessary. If the County elects to exercise this right, the contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option.

The primary intent of this RFQ/P is to identify a single source to provide all of the needed goods and/or services; however, the County reserves the right to make split awards.

XI. Quantities

None of the user departments, individually or collectively, shall be required to utilize a contract to any minimum or maximum amount during the life of a contract issued as a result of this invitation. The County, when entering into a service contract, reserves the right to solicit for bid any single service or group of like service needs covered by such a contract, separately from said contract when deemed advantageous to the County to do so.

XII. Exception to Contract and Order of Preference

Exception to Contract

By submitting a proposal, each contractor acknowledges its acceptance of the RFQ/P specifications, and the contract terms and conditions without change. If a contractor takes exception to a contract provision or Solicitation Requirement, the contractor must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFQ/P.

In the event the contractor is selected for potential award, the contractor will be required to enter into discussions with the County to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the contractor. The County reserves the right to proceed to discussions with the next best ranked contractor.

The County reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful contractor. Exceptions that materially change the terms or the requirements of the RFQ/P may be deemed non-responsive by the County, in its sole discretion, and rejected. Contract exceptions which grant the contractor an impermissible competitive advantage, as determined by the County, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the County and the Contractor attached hereto), the RFQ/P (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the RFQ/P.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the County in writing shall not be included in this Contract and shall be given no weight or consideration.

XIII. Sample Contract – (This form will be filled out at time of Award. Do not submit at this time)

**State of Georgia
County of Hall**

Contract No: 42-009

**Sample Agreement for
Landscape Maintenance Services**

This agreement, made and entered into this _____ day of _____, 2021, by and between the Hall County Board of Commissioners, 2875 Browns Bridge Road, Gainesville, GA 30504 (hereinafter referred to as "County") and _____ (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to provide for Landscape Maintenance Services per the Bid #42-009 herein referred to as the "project" and has entered into an agreement for the necessary services or products provided by the project, and;

Whereas, the contractor desires to perform the project.

Hall County's Request for Qualifications/Pricing with Price Proposals #42-009 issued on September 1, 2021, for Landscape Maintenance Services, the bidders response on same (all originals are on file in the Hall County Purchasing Division, 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504), and this contract are all incorporated into and made a part of this agreement by reference.

Attachment A: All Terms and Conditions _____ Attachment B: Contractors Response _____
Attachment C: Contractors Cost Data _____ Attachment D: Any Other Documents _____

(Note: Insert here the content of the bid items and requirements for the contract.)

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this agreement be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid, or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this _____ day of _____, 2021

Hall County, Georgia

By: _____
Richard Higgins, Chairman
Board of Commissioners

Notary Comm. Exp.

Subscribed and sworn to in our presence this _____ day of _____, 2021

Contractor Name

By: (SAMPLE CONTRACT – DO NOT SIGN)
Authorized Signature

Notary Comm. Exp.

XIV. Terms and Conditions – Request for Qualifications/Pricing with Price Proposals

1. Changes: No change will be made to this Request for Qualifications/Pricing except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (10) ten calendar prior to the time set for opening of the proposals.

The County reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written contract amendment issued by the County's Purchasing Division. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties before starting the work involved in the change.

2. Signing of Proposal: Failure to sign your proposal in "original form" will force your bid to be declared as "non-responsive" and not considered for award.
3. Bid Acceptance Time: Bids requiring acceptance by the County in less than ninety (90) calendar days could be rejected, unless so stated and accepted by the County.
4. Bid Identification: All bids submitted as a result of this Request for Qualifications/Pricing must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **RFQ/P 42-009/ September 24, 2021**
5. Withdrawal of Bids: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.
6. Bonds and/or Security Deposit:

- 6.1. Bid Bond: The Bid Bond must be in an amount equal to five percent (5%) of the overall bid price, payable to the County, and issued by a Surety authorized to do business in the State of Georgia, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract. The Bid Bond shall be submitted in a separate, sealed envelope marked "Bid Bond". The Bid Bond shall apply ONLY TO THIS BID. The Bid name and number must appear on the bond. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared nonresponsive.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

- 6.2. Payment and Performance Bonds: This contract does not require a payment or performance bond.

- 6.3. Security Deposit: The Contractor must pay a cash security deposit or provide an irrevocable letter of credit in the amount of not less than five percent (5%) of the total contract award. The cash security deposit or irrevocable letter of credit shall be returned to the Contractor upon faithful performance and completion of this agreed upon contract. However, should Contractor fail to meet the terms and conditions for which the cash security deposit or irrevocable letter of credit are intended to secure, then the County shall be entitled to demand payment from the lending institution or shall be entitled to retain all or such portion of the cash security deposit as is required to meet the obligations of the contract.
7. Site Inspections: The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Request for Qualifications/Pricing. The site inspection is a **mandatory** requirement to submit a response for this bid.
8. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the Request for Qualifications/Pricing, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Hall County.
9. Non-Discrimination:
- 9.1. Non-Discrimination: The vendor assures to provide services in a manner that does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.
- 9.2. Americans with Disabilities Act (ADA): The vendor agrees to comply with Hall County's ADA notice and procedures. They are available upon request and are accessible on Hall County's website. Anyone who requires accommodation to access Hall County's services or programs because they have a qualified disability may contact Hall County's ADA Coordinator at 770-531-6952, 48 hours prior to the scheduled event or as soon as possible.
10. Exceptions to Specifications: Any award resulting from this Request for Qualifications/Pricing shall bind the proposer to all terms, conditions, and specifications set forth in this Request for Qualifications/Pricing. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming proposer, when in the best interest of the County, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this Request for Qualifications/Pricing and so stated.
11. Proposal Results: Interested parties may request, in writing, a bid tabulation after award of RFQ/P has been approved by Board of Commissioners.

12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice unless Paragraph 14 applies. Invoices are to be submitted to accountspayable@hallcounty.org or mail them to:

**Hall County Board of Commissioners
Attn. Accounts Payable
P. O. Drawer 1435
Gainesville, GA. 30503**

- 12.1. Itemize all invoices in full. Mail the original and one copy of your invoice to the address above. Each invoice is to include the following minimum information:

- | | |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County Division; |
| 2. Purchase order number; | 6. Item (s) or service |
| 3. Payment terms; | 7. Quantity of each item or service |
| 4. Date of transaction; | 8. Bid price of each item or service with any discount; |

Invoices received with any of the required information listed above missing will not be considered as a "Correct Invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

- 12.2. Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Hall County employee's signature must appear on the delivery receipt or invoice.
- 12.3. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Hall County is exempt from taxes, however the successful bidder shall pay all taxes required of him by law and Hall County cannot exempt others from tax.
- 12.4. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia prompt pay act (House Bill 837; 13 O.C.G.A. Chapter 11 Et. Seq.).
13. Retainage: Not applicable for this service.
14. Discounts: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low proposer on this Request for Qualifications/Pricing. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.
15. Inquiries Regarding Payment: All inquiries regarding payment of **invoices are to be directed to Accounts Payable at accountspayable@hallcounty.org**, (770) 531-8270 or mailed to the following address:

Hall County Board of Commissioners
Financial Services Department
Attn: Accounts Payable
P.O. Drawer 1435
Gainesville, Georgia 30503.

16. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of “**Notice of Intent to Award**”. The date of presentation shall be deemed to be the postmark date. The successful proposer’s proposal and this Request for Qualifications/Pricing shall be incorporated into the contract, except to the extent that this Request for Qualifications/Pricing conflicts with the contract, in which case the provisions of the contract shall take precedent.
17. Certificate of Insurance: The professional agrees to procure all of the insurance specified below:
 - 17.1. Workers’ Compensation Insurance for all employees who are engaged in the work under the contract.
 - 17.2. Public Liability and Motor Vehicle Liability Insurance: The professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him glide performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:
 - 17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.
 - 17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
 - 17.3. Professional Liability Insurance: The professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.
 - 17.4. The insurance company must be licensed to do business in the state of Georgia.
 - 17.5. The professional shall furnish to Hall County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
 - 17.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.
 - 17.7. Each policy of insurance required under this agreement shall x1 provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the County will receive a copy of said notice of cancellation.

- 17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.
- 17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the professional agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract.
18. Cancellation of Insurance: If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.
19. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Request for Qualifications/Pricing will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.
20. Regulatory Agencies: Successful proposer will be responsible for all required permits or license required by regulatory agency of the County, county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).
21. Independent Contractors: The proposer represents to Hall County that he is fully experienced and properly qualified to perform the functions provided herein and that he/she is properly equipped, organized, and financed to perform such functions. The proposer shall finance his/her own operations hereunder, shall operate as an independent contractor and not as an agent of hall county and nothing contained in this Request for Qualifications/Pricing or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.
22. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this Request for Qualifications/Pricing or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County.
23. Starting Time: Work will commence within ten (10) calendar days after being issued a **“Notice to Proceed”** on the project and commence in a routine, orderly manner until completion and acceptance by the county.

24. Change Orders: Any and all change order requests by the successful bidder must be approved through the Hall County Purchasing Policy. Any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.
25. Indemnity: Successful proposer agrees, if entering into a contract as a result of this Request for Qualifications/Pricing, to defend, indemnify, and hold harmless Hall County from any and all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of his/her employees or agents, under said contract.
26. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Request for Qualifications/Pricing, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the official minutes of the hall county commission.
27. Appropriation of Funds: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).
28. Notice of Default: If there is a default event caused by the Contractor, the County shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the County may:
 - I. Immediately terminate the contract without additional written notice(s); and/or
 - II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
 - III. Exercise remedy of liquidated damages in an amount equal to 75% of the Quote Price Per Unit Measure, times the amount of quantity that is in contract violation; and/or
 - IV. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor.
29. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
30. Changes to Contract: No change will be made to this contract except by written modification by the Contracts Administrator.
31. SAVE Program Affidavits. To be eligible to receive an award of a contract involving the physical performance of services, Contractor must provide an updated Systematic Alien Verification for Entitlements (SAVE) Program Affidavit showing their compliance with the

requirements of O.C.G.A. § 13-10-91 to County at the time of bid submission. Contractor is further required to collect and submit to County an updated SAVE Program Affidavit from any Sub-Contractor(s) performing physical services of a value exceeding \$3,500.00 prior to the initiation of physical services by Sub-Contractor(s).

Special Terms and Conditions

32. Scope: To provide Landscape Maintenance Services with firm pricing for a 12-month period. This contract will begin upon contract execution and be in effect until June 30, 2022.
33. Renewal: The successful bidder may be allowed two (2), one (1) year renewals of this contract all upon the same terms and conditions. Price adjustments may be granted at the renewal date provided that, when County notifies bidder of intent to renew contract, the successful bidder submits County their intent to extend agreement and any price changes requested for the renewal period. Rejection of the requested price increase will result in a re-bid of this contract.
34. Quantities: Hall County shall not be required to purchase any minimum amount of products or services from the successful bidder during the contract period. However, quantities ordered will be based on the needs of the County and will be priced per the contract pricing.

**RFQ/P #42-009
Attachment A**

Service Locations

The specifications of this RFQ/P cover the following Hall County locations. Additional locations may be added as required by the County.

1. Fire Services Training Center
2801 Allen Creek Rd
Gainesville, GA 30507
2. Fire Services Vehicle Maintenance Shop
2801 Allen Creek Rd
Gainesville, GA 30507
3. Fire Services Training Center Burn Facility
2801 Allen Creek Rd
Gainesville, GA 30507
4. Fire Services Training Center Mobile Classroom
2801 Allen Creek Rd
Gainesville, GA 30507
5. Emergency Services Complex
470 Crescent Dr.
Gainesville, GA 30501
6. Hall County Fire Station 01
2460 Athens Highway
Gainesville, GA 30507
(To be replaced by new Station 1 opening October 2021)
3126 Gillsville Hwy
Gainesville, GA 30501
7. Hall County Fire Station 02
6012 Hulsey Road
Clermont, GA 30527
8. Hall County Fire Station 03
4660 Ledan Ext.
Gainesville, GA 30506
9. Hall County Fire Station 04
2940 McEver Rd
Gainesville, GA 30504
10. Hall County Fire Station 05
4187 Falcon Pkwy
Flowery Branch, GA 30542

**RFQ/P #42-009
Attachment A**

Service Locations

11. Hall County Fire Station 06
6170 Lula Rd
Lula, GA 30554
12. Hall County Fire Station 07
731 East Crescent Dr.
Gainesville, GA 30501
13. Hall County Fire Station 08
6175 Gaines Ferry Rd
Flowery Branch, GA 30542
14. Hall County Fire Station 09
5040 Poplar Springs Rd
Gainesville, GA 30507
15. Hall County Fire Station 10
5608 Highway 52
Gillsville, GA 30543
16. Hall County Fire Station 11
5625 Bark Camp Rd
Murrayville, GA 30564
17. Hall County Fire Station 12
4890 Winder Hwy
Flowery Branch, GA 30542
18. Hall County Fire Station 13
2709 Sardis Rd
Gainesville, GA 30506
19. Hall County Fire Station 14
7065 Dove Point Ln
Hoschton, GA 30548
20. Hall County Fire Station 15
4219 Autry Spur
Gainesville, GA 30506
21. Hall County Fire Station 16
4209 Shirley Rd
Gainesville, GA 30506

**RFQ/P #42-009
Attachment A**

Service Locations

GIS overviews of each site may be accessed via the County's FTP Site listed below:

<https://hallcounty.smartfile.com/ftp/login/>

Username: PurchasingGuest

Password: PurchWrk1!

(Both Username and Password are Case Sensitive)

**RFQ/P #42-009
Attachment B**

Pre-Bid Conference/Site Inspections

A **Mandatory** Pre-Bid Conference/Site Inspections will be conducted on Tuesday, September 14, 2021 and Wednesday, September 15, 2021. The conferences will begin at 9:00 AM on Tuesday and 10:00 AM on Wednesday and cover multiple sites each day. The sequence of site inspections are provided below. These meetings are **Mandatory** for bid submission eligibility. Only bidders in attendance at **all sites** will be allowed to bid on the project.

The September 14th Pre-Bid Conference/Site Inspections will begin at Fire Station 1 and proceed to additional locations in the following sequence:

- Fire Station 1
- Fire Station 9
- Fire Station 12
- Fire Station 14
- Fire Station 8
- Fire Station 4
- Fire Station 5
- Fire Training Center
- Emergency Services Complex

The September 15th Pre-Bid Conference/Site Inspections will begin at Fire Station 7 and proceed to additional locations in the following sequence:

- Fire Station 7
- Fire Station 6
- Fire Station 15
- Fire Station 2
- Fire Station 10
- Fire Station 13
- Fire Station 3
- Fire Station 11
- Fire Station 16

**RFQ/P #42-009
Attachment C**

Cost Proposal

The Cost Proposal 'Mandatory' Worksheet may be accessed via the County's FTP Site listed below:

<https://hallcounty.smartfile.com/ftp/login/>

Username: PurchasingGuest

Password: PurchWrk1!

(Both Username and Password are Case Sensitive)

The executed Cost Proposal document **must** be submitted in a separate, sealed envelope and references the Contractor's name, bid number, and bid title in the lower left hand corner. Do not include any cost information in the technical response documentation.



Hall County Government

FINANCIAL SERVICES

RFQ/P #42-009 Attachment D

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

S.A.V.E Program Affidavit *Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

t: 770.535.8288 | f: 770.531.3972

Background

DIRECTOR
Dena Bosten, C.P.A.

Pursuant to the “Georgia Security and Immigration Compliance Act,” Hall County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or sub-contractor enter a contract with the County in connection with the physical performance of services unless the contractor or sub-contractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. **Each contractor is urged to fill out the affidavit below stating they comply with this Georgia Compliance Act before Hall County can legally accept the bids from each contractor/vendor.**

To register for the E-Verify Program visit www.uscis.gov. Your bid will not be accepted without this E-Verify Number.

Procedure

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

See affidavit on following page



Hall County Government

FINANCIAL SERVICES

RFQ/P #42-009 Attachment D

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

S.A.V.E Program Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

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 contracting with Hall County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

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 (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov . your bid will not be accepted without this E-Verify Number.*

Name of Contractor

Contractor's/Vendor's E-Verify #

Street Address

County / State

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the
_____ day of _____, 20_____

Notary Public

My Commission Expires: _____



Hall County Government

FINANCIAL SERVICES

RFQ/P #42-009 Attachment D

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

S.A.V.E Program Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) *Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

t: 770.535.8288 | f: 770.531.3972

DIRECTOR
Dena Bosten, C.P.A.

By executing this affidavit, the undersigned sub-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 under a contract for _____ on behalf of Hall County, Georgia, has registered and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

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 (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov .your bid will not be accepted without this E-Verify Number.*

Name of Contractor

Contractor's/Vendor's E-Verify #

Street Address

County / State

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the _____ day of _____, 20_____

Notary Public
My Commission Expires: _____



Hall County Government
FINANCIAL SERVICES

**RFQ/P #42-009
Attachment E**

Cone of Silence

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

To ensure fair consideration is given for all Solicitations, it must be clearly understood that upon release of the Solicitation and during the Solicitation process, firms and their employees, subcontractors, as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County employees, department heads or elected officials, up to and including the County Administrator and Board of Commissioners. The “Cone of Silence” is in effect for this Solicitation from the date it is publicly advertised, until the time an award decision has been approved by the Board of Commissioners and fully executed by all parties. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Julie Dorough, Issuing Officer, for the procurement of these products and/or services.

All questions regarding this Solicitation are to be submitted in writing to Julie Dorough, Buyer, with the County's Purchasing Division, via e-mail at jdorough@hallcounty.org. Please reference the Solicitation number on all correspondence to the County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

I understand and shall fully comply with the above requirements.

Signed: _____

Typed Name: _____

Company and Job Title: _____

Date: _____