



**INVITATION TO BID (ITB)  
NUMBER 18-113**

For  
**PARKS AND RECREATION MAINTENANCE, REPAIR & JANITORIAL SERVICES**  
ITB 18-113 DUE:  
**Date April 23, 2018 @ 2:00 PM. EST.**

Pre-Bid meeting will be held April 11, 2018 @ 10:00 am  
Location: City of Brookhaven City Hall, 4362 Peachtree Road NE, Brookhaven,  
Georgia 30319

**Information concerning this solicitation may be found at:  
<http://www.Brookhavenga.gov>**

This website will have RFQ, Q&A and any clarifications, schedule changes and other important information. **Bidders should check these electronic pages daily!**

**Deadline for questions regarding bids is April 11, 2018 5:00 pm Est.**

Questions shall be directed to City of Brookhaven Purchasing Manager,  
[Purchasing@brookhavenga.gov](mailto:Purchasing@brookhavenga.gov)

All spaces below are to be filled in and Qualifications Letter on page two must be signed where indicated. Failure to sign and return proposal letter may cause rejection.

Request for Proposal Submitted by:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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**Invitation to Bid (18-113)**  
**PARKS AND RECREATION MAINTENANCE, REPAIR & JANITORIAL SERVICES**

Sealed Proposals for Purchasing ITB18-113 Parks and Recreation Maintenance and Repair Services will be received by the City of Brookhaven, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

This contract shall be for a 2-year period with an optional three-one year extension.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the ITB. The City may, at its sole discretion, ask for formal presentations from all the responsive and responsible proposers, or only from those firms that are short-listed, if short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephone with the most qualified firm as identified by the City or, if short-listing occurs, with all the short-listed proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers. The City of Brookhaven requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

A proposal must be submitted in a sealed envelope which shall be clearly marked ITB18-113 and your company name. One (1) printed and signed unbound original, and one (1) USB/CD electronic copy in PDF of the **bid shall be submitted no later than 2:00pm, April 23, 2018.** (ITB will not be accepted by facsimile or e-mail). At which time noted, all proposals received will be publicly read aloud. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

**A Pre-Proposal Conference will be held at 10:00am on April 11, 2018** at the City of Brookhaven, First Floor, 4362 Peachtree Road, Brookhaven, GA 30319. The conference will include a review of the proposal documents, and a question and answer period. Proposers are expected to be familiar with the proposal documents and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for questions to be submitted.

**Questions regarding invitation to bid should be directed to [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov) no later than 5:00 pm close of business April 11, 2018.** Bids are legal and binding when submitted.

Bids must be addressed as follows:

Purchasing Department  
City of Brookhaven  
4362 Peachtree Road  
Brookhaven, GA 30319

No Proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer's expense at the City's site) whose proposals appear to best meet the City's requirements.

The award will be made to the lowest most responsive, responsible bidder who meets all criteria and can provide the most benefit to the City of Brookhaven.

The proposer awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the Proposal Documents.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.

Award, if made, will be to the responsible and responsive proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period following the issuance of the ITB, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Brookhaven, Purchasing Office, 4362 Peachtree Road, Brookhaven, Georgia 30319, or by e-mail to [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov). Unauthorized communication by the proposer may disqualify the proposer from consideration.

## **GENERAL INFORMATION**

### **Background**

The City of Brookhaven Parks & Recreation Department is requesting proposals to provide park maintenance and repair services. Since its incorporation in 2013, the City of Brookhaven has provided services to its citizens and businesses through partnership with private firms. Brookhaven has a population of over 55,000 people and covers a geographic area of over 13 square miles. The City functions under the governance of a City Council and the management of a City Manager.

### **Purpose of Procurement**

The purpose of this ITB is to select Contractor(s) to provide park maintenance and repair services. The term of the contract will be for 2 years beginning May 1, 2018 with a three-one-year extension at the City's option.

The City is seeking Contractor(s) to provide services in the following areas:

1. The City seeks to engage the services of a Service Provider with ten (10) years' experience to provide park maintenance and repair services to include mowing, trimming, cleaning, trash removal, mulching, weed and insect control, and other services as specified for the City's parks.
2. Building Maintenance
3. Athletic Field Maintenance
4. Janitorial Services and Maintenance

## General Scope of Work

The City seeks to engage the services of Service Provider to provide park maintenance and repair services to include mowing, trimming, cleaning, trash removal, mulching, weed and insect control, and other services as specified for the City's parks.

The Parks and Recreation Department is responsible for the management, development, safety, and maintenance of the City's parks. The Department is also responsible for emergency response as it relates to park functions.

The Parks and Recreation Department is charged with providing high quality and responsive service to the residents and business owners of Brookhaven, including the on-call and maintenance staffs who strive to respond to citizen and community requests in a professional and timely manner.

The Parks and Recreation Department strives to provide the residents of Brookhaven with the highest quality parks, recreation services, and green space to enhance the quality of life to our community. The City of Brookhaven manages fifteen (15) parks with combined land space of 320 acres. These parks are home to several major events each year and offer a variety of activities including swimming, tennis, youth sports and more. The City's current parks are:

Murphy Candler Park, 1551 West Nancy Creek Dr. NE  
 Lynwood Park, 3360 Osborne Rd.  
 Osborne Park, 3412 Osborne Rd.  
 Brookhaven Park, 4158 Peachtree R.  
 Briarwood Park, 2235 Briarwood Way NE  
 Blackburn Park, 3493 Ashford Dunwoody Rd.  
 Georgia Hills Park, 2800 East Georgian Dr.  
 Ashford Park, 2980 Redding Rd. NE  
 Skyland Park, 2600 Skyland Dr. NE  
 Parkside Park, 1316 Dresden Dr.  
 Fernwood Park, 1342 Sylvan Circle  
 Clacks Corner, 1410 Cartecay Dr. NE  
 Blackburn Park II, 3509 Blair Circle  
 Perimeter Trail @ Murphey Candler, 151 West Nancy Creek Drive  
 Ashford Forest Preserve, 3890 Clairmont Road

## Park Maintenance

Service Provider will provide crew(s) with a minimum of 10 full time (40 hours per week) staff and equipment to perform park maintenance identified in the scope and in assigned work orders. Adequate personnel must be provided to meet safety requirements at all times.

Service Provider will provide one (1) Project Manager as part of the project team.

Service Provider will provide oversight of other skill trade contractors utilized by the City for Parks repairs.

Service Provider will provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Service Provider will maintain equipment to meet clean and professional condition reflecting the City's high standards.

Service Provider Park Coverage Requirements -General employee park coverage is required as follows:

Weekdays (year-round) Monday through Friday from 8:30AM to 5:00PM.

Saturdays and Sundays (year round) Minimum of 4 hours per day for bathroom cleaning and trash removal.

Special events -provide up to 100 hours for activities such as Movies in the Park, Fall Festival, etc.

Holidays (City Recognized Holidays) — Minimum of 4 hours per day for bathroom cleaning and trash removal (except Thanksgiving and Christmas Day).

The Service Provider will be required to maintain a point of contact for 24-hour, 7-day per week response to weather-related incidents and other types of emergencies. The Service Provider must be able to have equipment and personnel mobilized in the City within 2 hours of notification of an incident.

Routine Maintenance — Service Provider will visually inspect the assigned area at least once daily. Service Provider will evaluate site conditions and identify potential maintenance needs or safety hazards which require immediate attention. Service Provider will identify excessive litter or debris, graffiti, broken or vandalized amenities which may create a safety hazard. Adjustments in the daily schedule are made based on the findings of these inspections. Service Provider will perform maintenance services as needed.

Preventive Maintenance — Service Provider will perform preventive measures to avoid maintenance issues that could become a hazard to park users and result in unnecessary costs. These items include but are not limited to:

Winterizing restrooms, water fountains, faucets and irrigation systems;

Cleaning and clearing roofs, gutter, drains and pipes; and

Promptly notify the Parks Director of any potentially hazardous conditions that are outside the scope of this contract.

Repairs — Service Provider will follow work order procedures and priorities to react to any requests for repairs. Problem areas identified through daily visual inspections of facilities and grounds, biannual inspections of facilities and grounds, and emergency reports by the Service Provider and park users will be reported to the City's Parks & Recreation Director or his designee, who will follow up and schedule repairs as needed.

Work Order Priority: Service Provider will perform services in accordance with an established work order priority schedule. After hours and emergency work orders may be authorized verbally and followed up with a written work order. The City has the following response time requirements for work orders:

Priority 1: Complete within 24 hours

Priority 2: Complete within 7 days

Priority 3: Complete within 21 days

Priority 4: As directed.

### Litter Debris and Trash Removal.

Service Provider will remove trash, ground litter, and debris daily or as often as needed during the week including the parking lots at Murphey Candler Park.

Service Provider will empty trash containers when they are more than half filled or are attracting bees and insects at the time of inspections or when park usage indicates that containers may be filled to capacity before the next inspection.

Service Provider will inspect specific areas such as pavilion rentals and athletic areas for litter and debris and remove litter and debris prior to scheduled use during normal working hours

Service Provider will remove and replace trash liners placed by dog parks, dog water stations, pavilions and player areas daily regardless of how much or how little the containers are filled  
Service Provider will pick up ground trash and debris in the park while checking the trash containers.

Service Provider will report any debris that is too large to easily remove to the City's Parks & Recreation Director or his designee.

### Restroom Cleaning

Service Provider will clean restrooms every morning at a minimum and inspect and clean again, if necessary, prior to the end of the day. More frequent cleaning may be necessary at times based on usage, particularly at rental and athletic facilities;

Restroom cleaning includes but is not limited to removing all litter and debris, sweeping and mopping floors, scrubbing toilets, sinks and urinal with disinfecting cleaner, and refilling toilet paper and paper towels and soap as needed; and

Service Provider will wash and scrub restroom floors and walls on a weekly basis.

### Graffiti Removal

Service Provider will remove graffiti within 24 — 48 hours from the time it is identified whenever possible. Service Provider will clean, remove or paint over graffiti. Service Provider will report graffiti which cannot be easily removed or painted over to the City's Parks and Recreation Director or his designee. Service Provider will take pictures for documentation.

### Vandalism Repairs

Service Provider will secure any vandalized area that is creating a public safety hazard immediately upon identification. This may include securing the areas for safety reasons, removing the object or placing a barrier around the area to prevent possible public access;

Service Provider will schedule necessary repairs based on the urgency of the repair; and

Service Provider will document and report all vandalism to the City's Parks and Recreation Director or his designee.

### Playground Inspection and Repair

Service Provider will visually inspect each playground every week.

Service Provider will clear playground areas of trash and debris on a daily basis.

Service Provider will check and blow off walking areas as needed on a daily basis.

Service Provider will complete and document playground inspection monthly.

Service Provider will check proper movement and possible wear of all dynamic elements and lubricate as needed; inspect all nuts and bolts and tighten as needed; inspect all pins, clamps, and parts to ensure that they are securely attached in the proper locations and adjust as needed.

Service Provider will inspect for pinch points, rough edges and cracks of plastic, metal or wood surfaces and adjust as needed.

Service Provider will inspect all posts, handles, decks and play components for protruding objects that could result in injury and adjust as needed.

Service Provider will inspect all fall areas for proper depth and hard rake to fill in low areas;

Service Provider will inspect the playground and immediate areas for broken glass, trash and debris and remove debris as needed;

Service Provider will immediately restore missing or broken equipment or park furniture to a safe condition. If permanent repairs are not immediately possible,

Service Provider will take immediate measures to restrict access to the equipment site and to adequately warn park patrons of the hazardous situation. This may include securing the area for safety reasons, removing the object or placing a barrier around the area to prevent possible public access.

Service Provider will add mulch to playground as directed.

Service Provider will prune trees and shrubs at least once per year and as needed.

Service Provider will sand wood rails as needed.

Service Provider will clean wood and seal as directed.

Service Provider will paint playground metal structures as directed.

### Sport Courts Inspection and Repair. Service Provider will:

Conduct visual inspections on sport courts and schedule repairs as needed;

Check the play surfaces and immediate areas for broken glass, trash and debris and remove debris as needed;

Check for tripping hazards such as vertical separation along cracks. Document or schedule repair as necessary;

Remove any weeds growing in cracks that may exist on the play surface;

Inspect all nets for damage and replace as needed;

Inspect gates for proper operation and lubricate as needed;



Inspect all fencing and ensure there are no protruding bolts or wires that may create a safety hazard;  
Inspect to ensure that windscreens are properly hung without any rips or tears and repair as needed;  
Inspect to ensure that all signs are not vandalized and that they are in the proper locations;  
Pressure wash courts, picnic tables, walkways and concrete surfaces yearly or as needed; and  
Spray weeds out in and around court area.

Sidewalks and Trails. Service Provider will:

Inspect all sidewalks and trails for cleanliness and safety, and report any areas of concern;  
Blow all sidewalks and trails regularly to remove leaves and debris;  
Pick up all ground trash prior to blowing;  
Prune low-hanging limbs to eliminate potential hazards;  
Remove fallen limbs and debris immediately;  
Remove dead trees and limbs that could fall on the trail;  
Inspect and repair trail surface as directed to include installation of mulch or stone; and  
Removal of snow and ice as directed by the City.

Pavilions. Service Provider will:

Blow and clean daily;  
Clean prior to any scheduled rental and inspect after the rental for additional cleaning or repairs as needed;  
Blow roofs to remove leaves and debris twice a year;  
Conduct pavilion inspections of area and structures yearly; and  
Coordinate repairs and upgrades with the City's Parks and Recreation Director or his designee.

Landscape and Turf. Service Provider will:

During the growing season (April 1 through October 31 approximately):  
Mow all common turf areas on a weekly basis at the proper levels for each type of turf;  
Maintain an adequate turf free zone around trees to minimize turf area and avoid string trimmer damage to trees;  
String trim all posts, benches, tables, trash containers, fence lines, tree, grills and buildings as part of the mowing operation; and  
Remove grass clippings when visible.  
During the off-season (November 1 through March 31 approximately):  
Mow all common turf areas once every four weeks at the proper levels for each type of turf;  
String trim all posts, benches, tables, trash containers, fence lines, tree, grills and buildings as part of the mowing operation;  
Remove grass clippings when visible;  
Blow hard surfaces to remove debris, including dug-outs and stands;  
Trim and edge, remove debris (sticks and limbs) and provide weed control outside normal turf areas to prevent encroachment; and  
Maintain embankments as needed, prune plants and tree limbs up to 14 feet in height and less than 2.5 inches in caliper, and pick up and dispose of trash.  
Edging Curbs, Sidewalks and Pavilions:  
Edge all curbs, sidewalks and pavilions once per week between April 1 through October 31;  
and  
Remove all grass clippings and debris from the curbs and sidewalk areas after each edging.

Aerating Turf:

Perform core aeration of all play field turf at least twice per year, including once in the spring just before fertilization and once in the fall. Perform aeration when the turf is actively growing and not under stress. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions). Spread dried soil cores over the turf by using a flexible steel mat or by some other means. Use a vibratory tine aerator to a depth of 4-6 inches during the winter months and as needed during the rest of the year to alleviate compaction; and  
Provide evaluation and recommendations for aeration, sodding and reseeding of fields.

Overseeding:

Over seed turf play fields as directed. Apply seed at a rate of 10 to 15 pounds per 1000 square feet depending on the field and its use requirements. Additional replaced applications may be needed if rain and play dictate additional applications.

Fertilizing Turf:

Provide a seven-point chemical program for all play field areas, except embankments and sides of streets. Fertilizer program shall include pre-emergent weed control fertilizations and post-emergent treatments consistent with best management practices; and  
Apply fertilizer as directed.

Herbicide Use:

In accordance with the City's sustainability goals, apply integrated pest management best practices;  
Post areas after spraying to warn park users;  
Store herbicides in OSHA approved containers;  
Wear appropriate protective clothing while applying;  
Use non-selective herbicides to kill grass and weeds that are growing in cracks, around posts, around trees, along fence lines, along curb and gutters, or in other identified areas where no vegetation is desired;  
Use pre-emergent herbicides to control the germination and spread of broadleaf weeds in plant beds and turf areas; and  
Use post-emergent herbicides to control emergent broadleaf weeds that are currently in plant beds or turf areas.

Sodding:

Sod bare spots in areas which are located on steep slopes, in drainage areas, on playfields as directed. Sprig or over seed and add hay to other areas as directed;  
Ensure the soil is slightly moist when sod is transplanted;  
Add starter fertilizer at a rate of one pound of nitrogen per 1000 square feet of area;  
Irrigate the new sod frequently enough so that the underlying soil is always moist, but do not saturate; and  
Spot sod areas as required.

Irrigation System Management / Maintenance:

Test irrigation system before watering season begins. Test each zone for operation, water pressure, head damage, broken lines, etc.;

Maintain and repair the irrigation system as directed; and

Shut off the irrigation system no later than November 15th, shut off the water at the meter and open existing drains and drain the system.

Flower Bed Maintenance:

Place pine straw / mulch in landscape islands and around the base of trees planted in turf to a minimum of two foot radius from the tree as directed;

Mulch shall not contact / cover the tree trunk. A mulch free area of 6 inches wide at the base of the tree shall be provided to avoid disease and decay. Mulching in shrub and flower beds should be 3 -6 inches deep and contained within the border of the bed;

Replace pine straw / mulch twice per year in depleted areas;

Perform weed control in shrub and flower beds as required from February through October;

Remove weeds in excess of 4 inches by pulling or cultivating immediately;

Restrict use of herbicides in park areas that are environmentally sensitive, such as the Brookhaven Community Garden; and

Wherever possible, produce and install mulch and compost recycled from on-site plant material.

Pruning:

Prune to remove hazardous, broken, diseased or deadwood from a tree or shrub and / or rejuvenate the shape of the plant;

Remove diseased or dead trees immediately for disease control and to prevent safety hazards; and

Replace dead plants as directed.

Parking Lot Maintenance. Service Provider will:

Daily check parking lots to ensure cleanliness and safety;

Daily remove litter and debris;

Daily check trash cans and empty as needed;

Weekly blow leaves and excessive dirt.

Prune Trees and shrubs located near parking spaces yearly or as needed to avoid safety hazards

Spray and hand pull weeds in parking lot areas as needed.

Inspect lots yearly to determine if markings are visible and make recommendations for repairs.

Check parking lot lights two (2) times per year and make recommendations for repairs.

Removal of snow and ice as directed by the City.

Athletic Facility General Maintenance. Service Provider will:

Repair any fencing that is detached or curling;  
 Blow out dugouts daily during the playing and practice season;  
 Blow off common areas and bleachers daily;  
 Inspect dugout gate latches and doors weekly and make repairs as needed;  
 Inspect areas for safety hazards and make repairs as needed;  
 Daily remove trash;  
 Daily check for safety hazards such as holes in the field of play;  
 Daily blow off concrete surfaces, sidewalks and dugouts;  
 Inspect and repair scoreboards as needed;  
 Inspect and repair batting cages as needed;  
 Coordinate the replacement of lights for fields as needed;  
 Paint dugouts and score towers as needed;  
 Replace mulch twice per year;  
 Prune tree and shrubs around baseball fields once per year; and  
 Winterize irrigation system and fountains.

Athletic Turf Maintenance and Management: Service Provider will:

Cut all fields during the Bermuda growing season;  
 Cut fields twice per week during the months of May through September;  
 Cut fields once per week during the months of October-mid November;  
 Remove thatch at the beginning of the Bermuda growing season;  
 Apply pre and post emergent, fertilizer and herbicide based on industry standard for turf athletic fields or as directed. Must be performed by licensed applicator;

Prep fields as needed according to season and sport which includes but is not limited to:

Remove bases, drag infields and fill in sliding area ruts;  
 Rake mounds and home plate;  
 Repair pitchers toe, landing areas and batter's box;  
 Paint foul lines infield, outfield and batter's box;  
 Stripe fields for sport to be played according to age appropriate standard.  
 Core aeration of all athletic turf (up to 700,900 sf) and common areas within the fence lines will be performed twice annually per turf maintenance schedule.  
 Seasonal or annual top dressing will be billed at a negotiated rate per application and seeding will be done at no additional cost to the City. The City will pay for materials.  
 Application of one of six different seasonal varieties of fertilizers will take place once monthly per schedule.  
 Irrigation time clocks will be monitored in order to control watering and maximize water application and usage.  
 Seasonal shutdown and winterization of irrigation systems is included.  
 Preseason activation and all irrigation head adjustments and system maintenance is included.  
 Contractor will pay for all materials associated with fertilizer application.  
 Fire ants will be treated once annually with Top Choice granular insecticide.  
 Weed and pest services will be performed per (IPM) specifications.  
 All materials and labor for IPM and insecticide application is included.

Sod bare spots as directed by City.

Any renovation and prep for laying sod will be invoiced at a negotiated rate. The cost of the sod will be paid by the City.

#### Baseball Field Maintenance:

Basic Upkeep (Representative on site Monday – Friday)

Infields will be dragged daily

Inside perimeter of infields around each base will be hand raked to fill in holes

Perimeter attention will be given to batter's box area, home plate area, mound, and bullpen

All outfield holes will be filled with top soil and covered with sand (materials at owner's expense)

During the off season, bare spots and uneven areas will be replaced with new sod (materials at owner's expense)

An estimate will be needed to cover any additional cost to install infield mix, conditioner, or clay bricks

Striping and painting of field etc. before work is performed. Contractor will provide no less than 72 hours' notice for these instances. All paint and materials to be provided by City.

Installation of field equipment will be required as needed. (Netting, base stubs, pitching mounds, fence coping) City pays for all materials.

#### Mowing, edging, and blowing:

All fields will be mowed by a rotary mower with a height of cut of 2" and all blades will be properly grinded and maintained by the contractor.

Provide all necessary equipment and communicate around the clock with the City personnel.

All fuel will be provided by contractor.

The cost for thatch removal or verti-cutting will be invoiced by the contractor at a negotiated rate.

The field will be cut May – September twice a week and October – April one time a week. Additional cutting in excess of the frequency stated above will be invoiced by the contractor at a negotiated rate determine by the contractor and the City.

#### Facility and Building Maintenance. Service Provider will:

Visually check and clean restrooms and indoor facilities daily;

Report all maintenance concerns to the City's Parks & Recreation Director or his designee;

Move, remove and install fences, picnic tables, tables, chairs, bleachers, benches, etc. as required for transition to different activities or events;

Touch up paint in restrooms as needed;

Clean gutters and drains around buildings as needed;

Inspect and repair exterior building lights;

Inspect exterior of buildings and paint when necessary;

Perform annual inspection and certification of all fire extinguisher units; and

Through a state licensed contractor, treat each building with EPA approved pesticides in accordance with best management practices.

Additional Janitorial to include buildings at Lynwood Park, Briarwood Park, and Ashford Park will consist of service seven days a week and include items such as bathroom cleaning, sweeping, empty trash cans, mopping, re-stocking of toilet tissue and paper towels, dusting and cleaning of cob webs, cleaning base boards, mopping of gym at least once a month but also on an as-needed basis, and cleaning of the offices at Lynwood Park.

Services will be performed after normal operating hours, seven day a week.

Bathroom maintenance in restrooms at the swimming pool facilities at Lynwood Park, Briarwood Park, and Murphey Candler Park. These services will be seasonal and will be from approximately Memorial Day to Labor Day of each year.

For all work provided to the City of Brookhaven, the Contractor(s) shall meet the following general requirements:

1. Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material.
2. Communicate with the Mayor, City Council and media services only through the Director of Parks & Recreation, unless otherwise authorized.
3. Dispose of all excavated construction materials and other waste. Disposal shall be in accordance with all applicable laws.
4. Maintain a current Contractor's license with the State of Georgia.

Dog Park (when applicable). Service Provider will:

Daily remove litter, animal waste and trash;  
 Daily inspect and remove debris and trees;  
 Daily blow entrance areas and sidewalks;  
 Daily inspect turf areas;  
 Daily inspect area for trip hazards and washouts;  
 Daily inspect drains and remove any debris;  
 Daily inspect fencing and repair as needed;  
 Replenish waste bags as needed;  
 Fill in holes in fenced dog play area as needed;  
 Prune limbs and shrubs as needed;  
 Remove dead trees and limbs as needed;  
 Re-sod and repair worn areas; and  
 Aerate and over seed grass in the winter.

### Service Provider Responsibilities

In addition to providing an adequate number of qualified personnel, the Service Provider will be responsible for the following:

Provide and maintain in satisfactory operating condition all equipment necessary to provide the required services.

All vehicles and fuel needed to provide the required services.

All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a laptop and digital camera or preferably a smart phone for interaction with the work order system.

Any applicable training.

### **City Maintenance Facility**

The City will provide space for equipment, material storage and an office at its maintenance facility on Osborne Road. The contractor will be expected to maintain the facility in a neat and orderly manner. Only equipment and material used to provide services in Brookhaven shall be stored at the facility. The contractor shall maintain a proper Hazardous Material Plan and maintain all required Manufacturer's Safety Data Sheets (MSDA) forms on site. Facility security will be the contractor's responsibility.

## Working Days/Hours

The contractor shall maintain established weekday business hours for the purposes of City business. The City recognizes the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Holiday
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day

The contractor shall notify Parks & Recreation prior to performing non-emergency work outside of normal business hours of 8:30 AM TO 5:00 PM. For emergency response, the contractor shall provide a primary point of contact(s) available on a twenty-four-hour basis, seven days per week. The contractor must be able to have equipment and personnel mobilized in the City within 2 hours of notification of an incident.

## Performance Evaluation

Contractor performance will be measured on the quality of work, professionalism and responsiveness. Responsiveness will be measured by the contractor's in completing work orders based on the established work order priority schedule:

- |             |                           |
|-------------|---------------------------|
| Priority 1: | Complete within 24 hours. |
| Priority 2: | Complete within 7 days.   |
| Priority 3: | Complete within 21 days.  |
| Priority 4: | As directed               |

## Personnel

The Contractor(s) is expected to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service. Employees will be expected to maintain a professional appearance and be courteous in their interaction with the public. The Contractor(s) shall maintain and implement documented training programs throughout the term of the contract to guarantee that the contractor's employees maintain applicable certifications. **Resumes for the project superintendent must be included in the response to this ITB.**

Brookhaven Parks & Recreation uses the work management system, Cityworks, to initiate, track and report on maintenance activities. Work order tracking by the City will be paperless. Work crew supervisors must have basic computer skills to access and use the City's work order software system. The City will provide training on use of the system. The City's work order tracking system must be updated every Monday at 12:00 noon of each week. This update must include all information related to work orders completed or started in the previous week.



## **Reporting**

The contractor or contractors must provide weekly written report every Monday at 12:00 noon of each week. This report shall be delivered to the Parks Director and any other specified city staff. The reporting will be in brief memo format and must include the completed and in progress work orders from the previous week. In addition, the report will include a daily accounting of the number of field personnel at each work order each day. The report will also include the number of hours spent at each work order each day. The report will include any equipment failures and/or lost production time due to equipment failure. The report will also include any employee training that occurred in the previous week. This reporting must be submitted for both park maintenance and repair maintenance crews.

## **Equipment**

Service Provider will provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Service Provider will maintain equipment to meet clean and professional condition reflecting the City's high standards.

The Contractor(s) should include in the proposal, a detailed list of equipment that will be utilized in the City of Brookhaven. The Contractor(s) shall be responsible for maintaining the equipment in satisfactory operating condition throughout the contract period. If equipment requires repair, the Contractor is responsible for renting or acquiring replacement equipment at their own expense to avoid delays or down time. Repair and maintenance of equipment shall occur outside of the normal 40-hour week assigned to addressing work orders. Significant equipment repairs that result in a reduction of a 40-hour production week will result in a proportional payment reduction. All fuel will be the Contractor's responsibility. The Contractor(s) shall maintain and account for any information, equipment, and property, which the City provides to the Contractor for use during the period of performance.

Age and condition of equipment will be factored into contractor scoring for these services. The contractor shall be prepared to allow the city inspect the equipment and demonstrate its functionality prior to selection.

At least one member of each work crew must be equipped with a cell phone. The cell phone shall be capable of taking and sending digital pictures or a separate digital camera should be provided to each crew. Work crew supervisors must be provided with a computer with internet access for communication with the City's work order management system.

## **Vehicle Tracking**

Contractor shall provide automatic vehicle location (AVL) tracking devices to all vehicles associated with this scope. The contractor shall be responsible for general upkeep, protection, and operation of these devices to include but not limited to the insurance of continued operation during the times the vehicles are utilized for this scope. Contractor shall provide at a minimum AVL tracking that provides real-time data, and historical data to include but not limited to speed and idle time updated at an interval no more than 1 minute. History of vehicle tracking must be maintained for at least one year. Contractor shall provide the director of recreation and parks or his designee, login access to this data at his discretion.

## **Materials**

Raw materials used in the performance of the work will be either purchased directly by the City of Brookhaven or reimbursed as a pass-through cost with no markup and no sales tax added. The Contractor(s) will be responsible for loading and delivery of the material. The Contractor will also be responsible for estimating quantities, obtaining competitive pricing, arranging for delivery in a timely manner and providing for storage at the City maintenance facility. Whenever practical, arrangements shall be made for the City to pay for material directly. Reimbursement for materials will not include items that are incidental to the work such as work gloves and safety supplies.



**City Provided Items**

1. Magnetic City of Brookhaven logos for contractor vehicles.
2. Use of the maintenance facility on Osborne Road or other location designated by the City.
3. Training on the City's work order management system
4. Materials and supplies other than fuel, equipment, office and personnel supplies. For example: gravel, asphalt, concrete etc.

### COST PROPOSAL FORM

Description	Units		Rate
Park Maintenance Crew (40 hours per week)	Monthly Lump Sum		
Park Maintenance Crew, non-emergency after hours and weekends	Hourly		
Park Maintenance Crew, non-emergency after hours and weekends	Hourly		
Emergency Response	Hourly		

Total amount in words: \_\_\_\_\_

### EQUIPMENT LIST

Provide a complete list of the type, model and age of heavy equipment expected to be used regularly by the maintenance crews on this contract (e.g. trucks, skid steers, backhoe and various equipment other types of equipment as needed. Only include equipment that is expected to be available to Brookhaven and not fully committed to other projects.

Equipment Type	Model	Age	Number

Also, list other applicable power tools and equipment owned by the contractor.

\* \* \* \* \* END OF SPECIFICATIONS \* \* \* \* \*

Please note that Section 12 of the Instructions to Proposers describes irregularities in proposals that may cause them to be rejected by the City. Included in these irregularities are those such as conditions, limitations, or unauthorized alternative proposals which may require the City to reject a proposal. Please seek the City’s written advice BEFORE you submit a proposal containing any of the irregularities described in Section 12 of the Instructions to Proposers.

**BID FORM**

**ITB18-113 PARKS AND RECREATION MAINTENANCE AND REPAIR SERVICES**

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City’s evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for ITB18-113 Parks & Recreation Contractor(s), at the City of Brookhaven, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City’s costs and damages including, without limitation, attorney’s fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It shall be the responsibility of each Proposer to visit the City Purchasing Department’s website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

The services to be performed under this Agreement shall commence on or about May 1, 2018.

The City of Brookhaven requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The contractor agrees to provide all work to complete the project(s) described in accordance with the Unit Price Schedule submitted with this agreement.

Legal Business Name \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within the City of Brookhaven? Yes\_ No\_\_

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

(If Proposer is a Sole Proprietorship complete and sign on the lines below)

\_\_\_\_\_  
(Company Name, If Any)

\_\_\_\_\_  
(Company Owner's Name Printed or Typed)

\_\_\_\_\_  
(Company Owner's/Proposer's Signature)

(If Proposer is a Partnership complete and sign on the lines below)

\_\_\_\_\_  
(Partnership’s Legal Name)

\_\_\_\_\_  
(General Partner/Member Name Printed or Typed)

\_\_\_\_\_  
(General Partner/Member Signature)

The following information may be provided by a Proposer with this Proposal, but must be provided to the City at any time upon the request of the City: The name and business address of all principals, members, and/or partners of the partnership (if a limited partnership, information for general partner(s) only, along with the name of the limited partnership’s home state.)

(If Proposer is a Corporation or Other State-Chartered Business Entity complete and sign on the lines below)

\_\_\_\_\_  
(Legal Name)

\_\_\_\_\_  
(Authorized Officer’s Name Printed or Typed)

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Authorized Officer’s Title Printed or Typed)

ATTEST: \_\_\_\_\_  
(Secretary)

(Affix Corp Seal Here)

The Proposer is a corporation or other state-chartered business entity organized under the laws of the State of, and authorized by law to make this proposal and perform all work and furnish materials and equipment required under the Contract Documents. If Proposer is a foreign corporation or other business entity, the corporation or entity is or is not registered with the Secretary of State of the State of Georgia. Foreign corporations or other foreign state-chartered business entities must be legally authorized to conduct business in the State of Georgia as a condition to entering into a Contract with the City.

The following information may be provided by a Proposer with this Proposal, but must be provided to the City at any time upon the request of the City: The name and business address of each officer, director and holder of 10% or more of the corporation’s or entity’s outstanding stock, including the corporate office or title of all individuals listed.

### CONTRACT REFERENCES

List below customers for whom you have provided similar services in the past or with whom you are presently contracting. Ensure references below have been contacted and agree to provide the City with a reference including answers to questions posed by the City. References should relate to services of a type similar to the obligations presented in this proposal.

- 1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_
  
- 2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_
  
- 3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**INSTRUCTIONS TO PROPOSERS****1. INTENT**

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Proposers provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

**2. GENERAL**

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to: [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov). Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the solicitation and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Brookhaven. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.
- 2.2 The City will award one (1) single contract for the services required under this solicitation.
- 2.3 A Proposer's Proposal prices shall remain firm for 180 days from the submission deadline. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.5 There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.
- 2.6 The City will contract with the successful Proposer to provide services indicated in the Specifications throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

**3. ENVIRONMENTAL SUSTAINABILITY**

The City of Brookhaven is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Brookhaven will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

**4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS**

All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal. (These Instructions to Proposers, the Request for Proposal, the Proposal Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

**5. ADDENDUM(S)-CHANGES WHILE PROPOSING**

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 41 Perimeter

Center East, Suite 250, Brookhaven, Georgia 30346, or by e-mail to [purchasing@Brookhavenga.gov](mailto:purchasing@Brookhavenga.gov) or facsimile to (678) 382-6701 at least five (5) business days before the date and time announced for the Proposal opening. Any response by City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City web site at <http://www.Brookhavenga.gov> or by visiting Georgia's Department of Administrative Services (DOAS) web site at [http://ssl.doas.state.ga.us/PRSapp/GPR\\_P\\_start.jsp](http://ssl.doas.state.ga.us/PRSapp/GPR_P_start.jsp). However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

## **6. PREPARATION OF PROPOSALS**

- 6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her. If the Proposer is an LLC, the Proposer should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.
- 6.3 If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer to submit to the City at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to City.

## **7. PROPOSAL GUARANTY**

A Proposal Guaranty shall not be required for this Contract.

## **8. DELIVERY OF PROPOSALS**

- 8.1 All Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Proposer, address, and the Purchasing Proposal #. Each Proposal shall consist of (i) an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the solicitation document for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.3 Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

## **9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS**

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the issuance of the solicitation document, the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or



clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Brookhaven, Purchasing Office, 4362 Peachtree Road Brookhaven, Georgia 30319, or by e-mail to purchasing@brookhavenga.gov or facsimile to (404) 637-0481. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

#### **10. WITHDRAWAL OF PROPOSALS**

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred and eighty (180) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred and eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of an agreement to the provisions of this Section.

#### **11. DISQUALIFICATION OF PROPOSERS**

- 11.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal:
- 11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
  - 11.1.2 Evidence of collusion between or among Proposers;
  - 11.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
  - 11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
  - 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or
  - 11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.
- 11.2 The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

#### **12. REJECTION OF IRREGULAR PROPOSALS**

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Proposer's prices, or contains other irregularities of any kind.

#### **13. NOTICE OF INTENT TO AWARD CONTRACT**

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

#### **14. RESPONSIBILITY OF PROPOSERS**

- 14.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit such evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- 14.2 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Proposer to notify the reference, verify contract information, and obtain permission from the reference before completing the form.

14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing branding services and, taking into account the activities of a related predecessor, affiliate, or principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

**15. GUARANTY OF FAITHFUL PERFORMANCE**

A Performance Bond shall not be required for this Contract.

**16. POWER OF ATTORNEY AND COUNTERSIGNATURE**

Not applicable.

**17. EXECUTION OF CONTRACT**

17.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.

17.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).

17.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Proposer at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

**18. GEORGIA SALES TAX**

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

**19. SUBCONTRACTS**

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.

19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

19.3 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

**20. FAMILIARITY WITH LAWS**

All Proposers and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested.

**21. SECURITY**

The successful Proposer will be required to comply with all applicable standards of the City relating to security which may be in effect or changed from time to time.

**22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION**

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

**23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION**

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

**24. INSURANCE**

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

**25. PROPOSAL ERRORS**

In the case of a Proposer's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in ink.

**26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

The Proposer certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Proposer in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

**27. PERFORMANCE STANDARD**

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions.

**28. NO PROPOSALS**

In the event a potential Proposer elects not to submit a Proposal, such potential Proposer is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

**29. PUBLIC RECORDS/PUBLIC MEETINGS**

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the proposer deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

\* \* \* \* \* END OF INSTRUCTIONS TO PROPOSERS \* \* \* \* \*

**APPENDIX A**

**NO RESPONSE**

**TO**

**REQUEST FOR PROPOSALS**

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

Purchasing Department  
City of Brookhaven  
4263 Peachtree Road  
Brookhaven, GA 30319

Our company's reason for not submitting a Proposal is:

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\_\_\_\_\_  
Company Name

By:

\_\_\_\_\_

Its:

\_\_\_\_\_  
Name & Title, Typed or Printed

**APPENDIX B**

Solicitation No. \_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Brookhaven has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Brookhaven at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Company Name

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

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Brookhaven, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Brookhaven, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for \_\_\_\_\_.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States citizen

OR

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:            Date

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\* \_\_\_\_\_  
Alien Registration number for non-citizens

Notary Public  
My Commission Expires:

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_