

**REQUEST FOR PROPOSALS**

**TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL**

**Project Number: PW-2021-06**

**April 14, 2021**



**SEALED PROPOSAL MUST BE DELIVERED TO:**

Town of Tyrone  
Attn: Scott Langford, PE  
950 Senoia Road  
Tyrone, GA 30290

**Proposals Due: May 25, 2021 by 10:00 AM, EST**

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## ADVERTISEMENT FOR REQUEST FOR PROPOSALS

**Owner:** The Town of Tyrone

**Project Name:** Town of Tyrone Facilities Fertilization and Weed Control

**Project Number:** PW-2021-06

**Project Location:** Town of Tyrone – Town Owned Facilities

**Description of Project/Services:** Fertilization and weed control at seven Town facilities.

**Service Cost Range:** < \$15,000.00

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**RFP DOCUMENTS MAY BE OBTAINED FROM:** <http://tyrone.org/links/bid-items/>

- All public notices, addendum and other documents shall be posted at <http://tyrone.org/links/bid-items/>
- Licensure: To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of the Official Code of Georgia Annotated, as amended, at the time of proposal submission.
- All communication shall be in writing with the Project Manager listed below. Preferred method of communication is email.

**Project Coordinator/Manager:** Scott Langford, PE **Title:** Public Works Director & Town Engineer

**Address:** **Street:** 950 Senoia Road

**City:** Tyrone

**State:** Georgia

**ZIP:** 30290

**EMAIL:** [slangford@tyrone.org](mailto:slangford@tyrone.org)

**Phone:** 770-487-4038

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**Pre-submittal Conference:** None

**Submittal Due Date:** May 25, 2021

**Time:** 10:00 AM

**Number of Copies:** Five (5)

**Submittal Delivery Address:**

**Hand Delivery:** Town of Tyrone

Attn: Scott Langford, PE

950 Senoia Road

Tyrone, GA 30290

**Mail Services:** Town of Tyrone

Attn: Scott Langford, PE

950 Senoia Road

Tyrone, GA 30290

**Approved By:** 

(Town Manager)

**Date:** 4/12/2021

THE TOWN OF TYRONE  
Facilities Fertilization and Weed Control

**1.0 INTRODUCTION**

**1.01 General:**

The Town of Tyrone (Town) has utilized fertilization and weed control services in the past and has been able to establish and maintain lawns at Town owned facilities. The Town of Tyrone's overall goal with this project is to provide an orderly and uniform visual appearance of all areas described in this bid package. This will be accomplished by procuring the services of a highly skilled Contractor (Firm) with appropriate experience to perform fertilization and weed control services.

**1.02 Site Visit and Pre-Submittal Meeting:**

Due to the size and scope of the project, the Town will not hold a pre-proposal meeting. A site visit is required. The purpose of the visit is to further acquaint your team with the areas and grounds. By submitting the RFP, the Firm acknowledges that they are familiar with the site and existing conditions as ascertained through the site visit. No adjustments will be made in the contract price due to existing site conditions which could have been discovered by the site visit by the Firm. You are not to discuss the project with the company employees who are currently providing the service or the Town employees.

**1.03 Objectives:**

The purpose of this Request for Proposals (RFP) is to contract with a qualified firm to provide, at a minimum, all the fertilization and weed control services as noted in this RFP for a minimum of one (1) year beginning July 2021 with the option to renew each year, up to five years total contract time, provided both parties agree to the extension of the terms and conditions.

**1.04 Firm's Qualifications:**

Technical proposals will be considered only from those Firms who are regularly established in services described in the scope of work and who are financially responsible and have the necessary equipment and facilities required by this proposal to provide said services and to meet the standards as stipulated in these documents. The Town may request information substantiating the above requirements. Failure to provide such information may result in the proposal being considered non-responsive. It is understood that the right is reserved by the Town to thoroughly inspect and investigate the establishment, facilities, equipment, business reputation, and other general qualifications of any Firm; and to reject any bid irrespective of bid prices, if it shall be administratively determined that any or all of the qualifications cannot be met.

**1.05 Information on Bids:**

Bids shall be valid for 90 calendar days after the RFP Due Date. The Town reserves the right to reject all bids for any reason. By signing the bid, the proposer agrees to the contact Agreement in Appendix B.

**1.06 Required Forms:**

Firms shall submit the following required fully executed and completed forms:

- A. Complete, sign and submit the Owner provided **Lump Sum Bid** form
- B. Complete, sign and submit the Owner provided **Schedule of Values** form
- C. Complete, sign and submit the Firm's **Insurance Certificate on the ACORD 25** form
- D. Complete, sign and submit the **GA Security & Immigration Compliance Act of 2006** form.

## **2.00 STATEMENT OF WORK**

2.01 The purpose of this Request for Proposals (RFP) is to solicit pricing for a range of Town owned property fertilization and weed control services throughout the corporate limits of the Town of Tyrone.

2.01 The schedule, quantities and corresponding documents depicting areas to maintain shown in the RFP packet are approximate only. Bidder shall submit a LUMP SUM PRICE for all services outlined in this proposal. The Council may adjust locations to be maintained without adjustment in the lump sum price submitted contingent upon the intent of the scope remains the same; and with consultation with the crew supervisor.

2.02 Work will be located within public rights-of-way or Town maintained properties and easements. Exceptions will be defined by the Public Works Director as they occur. Tasks for fertilization and weed control services are generally described as the following:

- A. Determine fertilization need through soil analysis and/or type of ground cover present/desired.
- B. Weed control by liquid application of pre-emergent for Spring, Fall and Winter along with any other weed control not covered by the pre-emergent.
- C. Fertilize and weed control all areas as outlined in the Work Activity Map. (Appendix A)

## **3.00 CONTACTOR RESPONSIBILITIES**

3.01 The bidder shall be responsible for examining the work sites and becoming familiar with the work required at each site.

3.02 The Firm shall complete a work sheet identifying work performed and completed tasks. The work sheet shall identify any issues encountered during the project operation. These must be submitted with pay requests and must show the date the work was performed.

3.03 The areas identified on the Project Limits documents are to be used for bidding purposes only. The areas and project limits are approximate only and shall be verified by the proposers.

3.04 Notification to the Town if work to be performed is outside the scope of what was identified in the original agreement prior to work being beginning. Work outside scope of project must be approved in writing by the Town prior to beginning work.

3.05 The Firm shall notify the Public Works Director at least 5 days prior to any work performed or work rescheduled. Correspondence shall occur via email to [slangford@tyrone.org](mailto:slangford@tyrone.org).

3.06 The Firm shall provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Firm shall provide the Town with a project manager's email and telephone number.

3.07 The Firm shall at all times, maintain good work discipline and order at the work site. Firm, including Firm's employees and agents, shall treat the public with respect and courtesy while performing work for the Town. The use of profanity, disrespectful language and/or behavior is prohibited while performing work.

3.08 Firm's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color, and shall bear the company name on each side.

3.09 If the Firm will be working from or in a road right-of-way, the Firm shall satisfy the Georgia Department of Transportation's "Work Zone" safety and signage requirements and submit their plan to the Town for approval prior to initiating work. The Firm will be required to follow MUTCD when working within any Town, County or State Right-of-Way. Lump sum bid provided is inclusive of all traffic control and signage.

3.10 All personnel are required to wear safety vests and other protective clothing, eye protection, etc. Safety vests or work shirts should include company logo or name. The Firm will be responsible for obtaining and funding these articles.

3.11 Contactor shall purchase and provide all materials, supplies and labor necessary to fulfill the requirements of this proposal.

3.12 The Firm shall not commence work until which time a contract is signed by the selected Firm and the Town; but no later than 30 calendar days following the Town's contract execution.

3.13 The equipment and other tools utilized shall meet all GDOT requirements for signage, lighting and related devices.

3.14 The detouring and closure of public roads and streets by the Firm will not be allowed.

3.15 The Town Manager may direct removal of any contract employee at any time during performance of this contract for cause. Failures to present the appropriate licenses, performing unsafe acts, or any other questionable acts that expose the Town to risk or unfavorable attention would be conditions which meet the criteria "for cause." Any removed employee must be replaced with a fully qualified person within 8 working hours. Flagrant or repeated incidents involving contract personnel may be cause for termination of the contract.

#### **4.00 TOWN OF TYRONE RESPONSIBILITIES**

4.01 Identify the project limits and furnish the Firm the following information:

- A. Provide approximate location of work activities and expectations
- B. Provide approximate measurements of areas to be serviced

4.02 Inspect project locations that are completed within two weeks to ensure compliance with work requirement.

4.03 If applicable, notify Firm of discrepancies in work performed and corrective action to be taken.

4.04 Provide Firm with at least 2-day prior notice of any need to change schedule. The tentative schedule and frequency are subject to change.

## 5.00 WRITTEN TECHNICAL REQUIREMENTS

### 5.01 Chemical application

- A. The work areas are defined within attached spreadsheet.
- B. Equipment shall be checked for chemical leaks or product that may have spilled in transport that are on the equipment and may cause harm to the grass.
- C. All sidewalks, paths, curbs, roads and other hard surfaces shall be kept free of chemicals. The Firm shall immediately remove after application any overspray of fertilizer or weed control that may cause damage or discoloration to hard surfaces.
- D. All liquid chemicals shall be placed in tanks offsite and be mixed offsite.
- E. No chemical shall be applied, blown or washed into water features such as ponds or wetlands.
- F. No chemical shall be applied, blown or washed into sewer or stormwater drainage structures including, but not limited to, curbs and gutters, catch basins, drop inlets, manholes or cleanouts.
- G. No EPA restricted-use chemicals shall be used. All chemical application shall be done in accordance with manufacturer's written directions. Federal, state and local laws shall take precedence for compliance purposes.
- H. Any chemical spill shall be report to the Town's Public Works Director immediately and shall include: date, time of spill, chemical name, volume of spill, containment or not contained, and if any chemical has reached a drainage system or sewerage system.

## 6.00 SUBMISSION CRITERIA

6.01 Submission: Provide five (5) complete and identical paper copies of the submitted Proposal to the Project Manager at:

Town of Tyrone  
Attn: Scott Langford, PE  
950 Senoia Road  
Tyrone, GA 30290  
770-487-4038  
[SLangford@Tyrone.Org](mailto:SLangford@Tyrone.Org)

6.02 Proposal Due Date:

The deadline for submission of the RFP is listed on the RFP's cover page.

6.03 Responsibility:

The Town is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each firm is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection.

6.04 Envelope:

Seal and mark the exterior of the envelope with, "RFP for Town of Tyrone Facilities Fertilization and Weed Control – Project Number PW-2021-06" along with the name and address of the firm.

**6.05 Proposal Requirements:**

Proposals shall be on 8.5" by 11" paper. Proposal shall not exceed 10 pages with a minimum font size of 11-point Times New Roman and one-inch margins. A "Page" is defined as a display of information on one side of a piece of paper. Double sided printed paper will count as two pages. Charts and Drawings can be submitted on 11" x 17" page (Z -folded to 8.5" x 11"), but will count as 2 pages per side. Pages should be numbered consecutively. A Table of Contents, with corresponding tabs in the body of the proposal, shall be included as well to identify each section. Placing multiple tabs on the same page is acceptable. Any forms, affidavits, certifications or signed statements called for in the RFP may be included in an appendix and will not count toward the page limit. The transmittal letter, cover and table of contents do not apply toward the page limit. Responses covering over 10 pages total will not be viewed upon favorably by the Selection Committee.

**6.05 Costs to Prepare Responses:**

The Town assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.

**6.06 Proposal Information:**

In order to limit the cost incurred by responding to this solicitation, proposers are encouraged to be brief. Thick submittals with background and general marketing material are not desired. Instead, emphasis should be placed on responding to the evaluation criteria, understanding the project requirements and the project goals.

**6.07 Questions about the project:**

Questions shall be in writing to the Project Manager (Scott Langford – see Section 6.01 above), preferably in email format. Questions must be submitted at least 10 calendar days prior to the submittal date and time. Responses to information will be via addendum posted on the Town’s website at <http://tyrone.org/links/bid-items/>. Firm shall acknowledge receipt of all issued Addendum on the Lump Sum Bid form. It is the Firm’s responsibility to visit the website frequently to ensure they have the most up to date information.

**7.00 EVALUATION CRITERIA**

7.01 The Selection Committee will evaluate the content of the written proposals, the interviews (if requested), and the fee proposals based upon the criteria listed in the table below. As the services being sought are considered professional in nature, the evaluation will be based upon consideration of the demonstrated qualifications and capabilities of the proposers. The criteria are listed in no particular order.

<b>RFP CRITERIA</b>	
<b>Major Category</b>	<b>Criteria Elements</b>
Qualifications of the Firm (0-25 points)	<ul style="list-style-type: none"> <li>• Company location and experience</li> <li>• Personnel and experience</li> <li>• Licensed in the state of Georgia for the scope of work activities</li> <li>• References for similar work</li> </ul>



	<ul style="list-style-type: none"> <li>• Experience in managing similar size and scope projects</li> </ul>
Approach, Timelines and Current Workload (0-30 points)	<ul style="list-style-type: none"> <li>• List number of treatments for each site with description of treatment</li> <li>• Present Workload</li> <li>• Potential Issues</li> <li>• Cost saving potential and enhanced service to the Town</li> <li>• Understanding of the project requirements</li> </ul>
Clarity of Submittal (0-10 Points)	<ul style="list-style-type: none"> <li>• Extent to which the instructions in the RFP were followed and information was clearly presented.</li> </ul>
Financial Stability (0-15 Points)	<ul style="list-style-type: none"> <li>• Form of Ownership</li> <li>• Certificate of Insurance</li> <li>• Years in business</li> <li>• Past and/or present litigation</li> </ul>
Fee Schedule (0-20 Points)	<ul style="list-style-type: none"> <li>• Provide best proposal cost within budget</li> </ul>

**8.00 RESPONSE TO CRITERIA**

8.01 General Information Regarding the Criteria:

By submitting a proposal, the Firm represents that they have (1) thoroughly examined and are familiar with the scope of services outlined in this RFP, and (2) are capable of performing quality work to achieve the Town’s objectives. To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and, at a minimum, contain the requested information. Respondents are encouraged to include additional relevant information. Omissions or incomplete responses in terms of content or aberrations in form may at the Town’s discretion, render the proposal non-responsive.

8.02 Criteria Descriptions:

- A. Qualifications of the Firm – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
  - a. Location of working office that will be performing the work.
  - b. Address, telephone and email address for the Firm.
  - c. Number of personnel employed that will be available to provide service for the project. Note if personnel are full, part, or seasonal employment.
  - d. Provide names and a brief resume of Project Manager assigned to this project.
  - e. Include a statement indicating the licenses and number of continuous years having been licensed in the state of Georgia for this scope of work activities.
  - f. References:
    - i. List a minimum of three (3) government or commercial references within the past 3 years where similar type of work was performed.
    - ii. Provide phone number and email addresses of reference person’s contact.
    - iii. In the last 5 years has any member of the team ever failed to complete any work awarded to it or been removed from any project awarded? If yes, provide an explanation and contact information for that Owner’s Project Manager.

- B. Approach, Timelines and Current Workload – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
  - a. Provide number of treatments for each site with description of each treatment.
  - b. Provide information on current workload and how this project will be accomplished.
  - c. Provide a schedule of work to be performed with estimated time to complete work tasks.
  - d. Identify any foreseeable problems in the implementation of the project. Include how these potential problems may be resolved.
  - e. Provide examples, if applicable, of unique or cost savings techniques that will enhance the services and final product to the Town.
  - f. Demonstrate your understanding of the proposal requirements.
  - g. Demonstrate your ability to stay on schedule and within budget.
- C. Clarity of Submittal – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
  - a. Conforms with the format instructions as listed above.
  - b. Provides information listed in the Response to Criteria.
  - c. Provides relevant information in a clear and concise manner that demonstrates the Firm’s understanding of the project and their solution to performing the project.
- D. Financial Stability – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
  - a. Form of ownership, including state of residency or incorporation. State if the offeror is a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure.
  - b. Provide years that the company has been in business and provide years that the working office who will provide the work has been operating.
  - c. Provide Certificate of Insurance as described in Section 10.00 Administrative and Offeror Information section of this RFP.
  - d. Is your firm currently in litigation or have been in the past 3 years? If so, explain.
- E. Fee Schedule – As part of the criteria submission, include the following in a separate envelope. Firms shall address all relevant subjects as it perceives them, including but not limited to:
  - a. Submit REQUIRED Schedule of Values form.
  - b. Submit REQUIRED Lump Sum Bid form.
  - c. Submit REQUIRED Certificate of Insurance ACORD 25 form.
  - d. Submit REQUIRED Georgia Security and Immigrations Act of 2006 form.
  - e. Value added services line-item breakdown of cost and savings; as applicable.

## 9.00 SELECTION PROCESS

9.01 A selection committee consisting of Town Staff will recommend the best suited firm to the Town Council on or about the Council Meeting date listed in the Schedule of Events below.

9.02 The committee will utilize the Criteria identified in the aforementioned in determining the best suited firm.

9.03 In addition to the required written submittals, the Selection Committee may require oral interviews. If oral interviews are requested; firms will be notified and will receive interview instructions. Key personnel from the firm who will be directly involved with the project should attend the interview.

The interview panel will; in particular, be interested in knowing more about previous experiences, meeting deadlines, project approach and interacting with the individuals who will act as the primary contacts.

9.04 Schedule of Events:

RFP Issued	April 14, 2021
Deadline for Submission of Questions	May 14, 2021
Proposal Due Date	May 25, 2021
Interviews (if requested by Town)	June 1, 2021
Committee Recommendation to Council	June 17, 2021
Anticipated Start Date	TBD
Contract Completion Date	One Year Contract; plus, up to 4 one-year renewals if both parties are agreeable. (up to five years total contract time)

**10.00 AMINISTRATIVE AND OFFEROR INFROMATION**

10.01 Availability of RFP Documents

The RFP documents are available on the Town’s website at <http://tyrone.org/links/bid-items/>.

10.02 No Commitment by the Town of Tyrone

This Request for Proposals does not commit the Town to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal to this Request, or to procure or contract for services or supplies. In acceptance of Proposals, the Town reserves the right to negotiate further with one or more of the Firms as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the Town. This includes solicitation of a best and final offer from one or more of the proposers.

10.03 Proposal Representation

Each Proposer must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

10.04 Insurance Requirements:

The Firm’s Comprehensive General and Automobile Liability Insurance shall be written for not less than limits of liability as follows:

- A. Comprehensive General Liability
  - a. Bodily Injury: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
  - b. Property Damage: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
  - c. Policy shall contain a Pesticide and Herbicide Application Endorsement
- B. Comprehensive Automobile Liability
  - a. Bodily Injury and Property Damage: \$1,000,000 Continued Single Limit

- b. Hired and Non-Owned liability included
- C. Umbrella Liability Policy
  - a. \$3,000,000 that is in excess of General Liability, Automobile Liability and Workers' Compensation
- D. Workers Comprehensive
  - a. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. Such policy shall contain a waiver of subrogation endorsement.

Firm shall provide the Town with a valid Certification of Insurance evidencing the Town. The certificate shall be on the ACORD 25 form. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to the Town by Insurer before cancellation or non-renewal of policy. The insurance policies may not include a deductible, retention or self-insurance in excess of \$10,000. It is further understood that any coverage extended by reason of this paragraph shall be primary and non-contributory and such shall be evidenced on the Certificate of Insurance. Any insurance maintained by the Town of its own protection shall be secondary of excess insurance. All insurance companies providing coverage must have an AM Best Rating of A-VII or better unless approved by the Town in advance at its sole discretion.

#### 10.05 Indemnification

The Firm shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Firm of their employees, including losses, expenses or damages sustained by the Town or Town Officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Firm further agrees to defend any suit or action brought against the Town or Town Officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Firm agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability section Insurance Requirements. The obligations of the Firm pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Firm.

#### 10.06 Subcontracting

The Firm shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Firm is prohibited from subcontracting any services covered in the scope of work.

#### 10.07 Termination of Award for Cause:

If, through any cause, the successful Proposer should fail to fulfill in a timely and proper manner its obligations or if the successful Proposer knowingly violates any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the

successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Town from the successful Proposer is determined.

#### 10.08 Termination of Award for Convenience:

The Town may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Town, become its property. If the award is terminated by the Town as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

#### 11.00 OWNER PROVIDED FORMS

- Lump Sum Bid Form
- Schedule of Value Form
- Georgia Security and Immigration Compliance Act of 2006 Form

THE TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL  
**LUMP SUM BID FORM**

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Bidder declares that the full name and business address of Bidder's Principal is as follows:

FEIN# (required) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP CODE \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Typed/Printed Name & Title \_\_\_\_\_

ACKNOWLEDGE AGENDA (Initial each received):

Addendum #1 \_\_\_\_\_, Addendum #2 \_\_\_\_\_

Other Addendum # \_\_\_\_\_ (number and initial as applicable)

Signature acknowledges that Proposer has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions, and is submitting without collusion with any other individual or firm. Only one (1) proposal will be accepted from any person, firm or corporation. Authorized signature is required. Bidder also certifies they are a Drug Free Workplace.

LUMP SUM BID:

Bidder has examined the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire Work, in accordance with said documents,

for the lump sum of: \_\_\_\_\_ DOLLARS (in words)

\$ \_\_\_\_\_ (in Numbers) which amount is hereinafter called the "Lump Sum Bid."

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Legal Name of Company: \_\_\_\_\_

Company Seal

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

(THE TOWN OF TYRONE RESERVES THE RIGHT TO ADD/MODIFY/DELETE WORK; SITES IN THIS CONTRACT)

THE TOWN OF TYRONE FACILITIES FERTILIZATION AND WEED CONTROL  
**SCHEDULE OF VALUES FORM (Annual Costs)**

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Location	Annual Cost
Handley Park (approximately 5.0 acres)	\$
Dorthea Redwine Park (approximately 1.8 acres)	\$
Shamrock Park (approximately 2.8 acres)	\$
Old Town Hall 881 Senoia Road (approximately 0.13 acres)	\$
Tyrone Library (approximately 0.26 acres)	\$
Veterans Park (approximately 1.5 acres)	\$
Town Municipal Complex 950 Senoia Rd (approximately 0.97 acres)	\$

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

WITNESSETH:

1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Georgia Department of Labor through execution of the contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit "A" and is incorporated into this Agreement by reference herein.

2. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

- A. Secure from each such subcontractor and sub-subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, which is attached hereto as Exhibit "B", and sub-subcontractor, hereto as Exhibit "C", or a substantially similar



subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time.

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Town of Tyrone, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

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

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

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in (city) \_\_\_\_\_ (state) \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title of Authorized Officer of Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_ Day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**O.C.G.A. 50-36-1 (e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a(n) Contract, as referenced in O.C.G.A. 50-36-1, from Town of Tyrone, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_ I am a United States citizen.
- 2) \_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. 50-36-1 (e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_  
(Driver's License, Passport, etc. - Attach copy)

In the making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A 16-10-2-, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

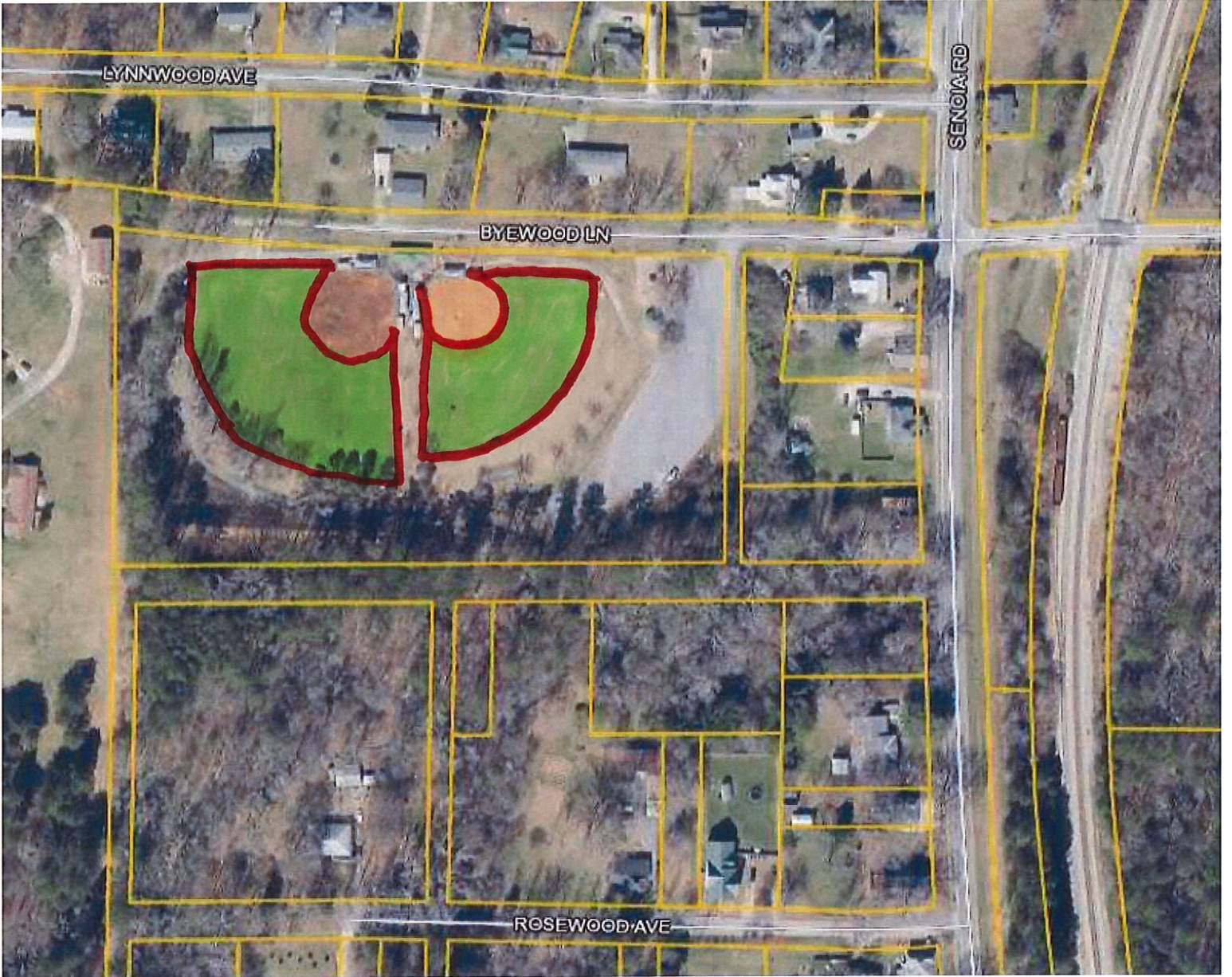
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

# APPENDIX A



HANDLEY PARK  
100 HANDLEY ROAD



**DORTHEA-REDWINE PARK  
BYEWOOD LANE**



N  
↑

**SHAMROCK PARK**  
**951 SENOIA ROAD**

OLD TOWN HALL  
681 SENOIA ROAD



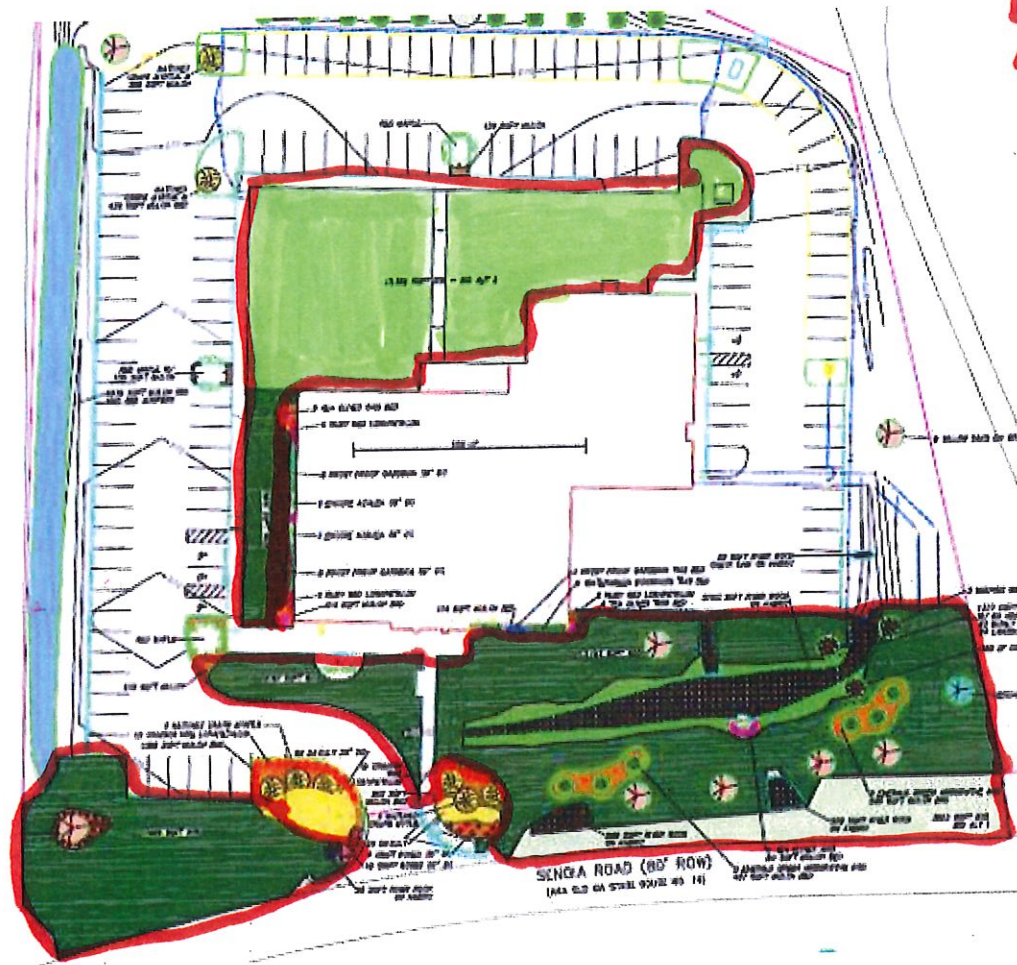




**LIBRARY  
143 COMMERCE DRIVE**



VETERANS PARK  
SENOIA ROAD



**MUNICIPAL COMPLEX**  
**950 SENOIA ROAD**

# APPENDIX B

**Example AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Tyrone, Georgia, hereinafter called “Town” and \_\_\_\_\_, hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

**Section 1. Scope of Work (as Defined by RFP and Submittal)**

The Work to be performed by the Contractor shall consist of fertilization and weed control services at seven separate locations owned by the Town (hereinafter referred to as the “Work”). In particular, the Work shall encompass the following:

Shamrock Park

Three (3) visits per twelve (12) month period that includes applicable physical weed eating and chemical weed control spray to assure weeds and non-aquatic vegetation is controlled in areas surrounding the lake at Shamrock Park.

Three (3) liquid weed control applications within a twelve (12) month period to be applied in all grassed areas within Shamrock Park. This will include a Springtime pre-emergent and both a Fall and a Winter pre-emergent.

Two (2) granular fertilizer applications per twelve (12) month period to be applied on all common Bermuda grassed areas within Shamrock Park. One application in the Springtime and one in the Fall.

Dorthea Redwine Park

Three (3) liquid weed control applications within a twelve (12) month period to be applied in all grassed areas within Dorthea Redwine Park. This will include a Springtime pre-emergent and both a Fall and a Winter pre-emergent.

Two (2) granular fertilizer applications within a twelve (12) month period to be applied on all grassed fields with Turf-grass (Tifway Bermuda 419) areas within Dorthea Redwine Park. One application in the Springtime and one in the Fall.

Veteran's Park

Three (3) liquid weed control applications within a twelve (12) month period to be applied in all grassed areas within Veteran's Park. This will include a Springtime pre-emergent and both a Fall and a Winter pre-emergent.

Two (2) granular fertilizer applications within a twelve (12) month period to be applied on all grassed common Bermuda areas within Veteran's Park. One application in the Springtime and one in the Fall.

Handley Park

Three (3) liquid weed control applications within a twelve (12) month period to be applied to the Soccer and Baseball fields within Handley Park. This will include a Springtime pre-emergent and both a Fall and a Winter pre-emergent.

Two (2) granular fertilizer applications within a twelve (12) month period to be applied to the Soccer and Baseball fields Turf-grass (Tifway Bermuda 419) within Handley Park. One application in the Springtime and one in the Fall.

New Town Hall Municipal Complex – 950 Senoia Road

Three (3) liquid weed control applications within a twelve (12) month period to be applied in all grassed areas surrounding Town Hall. This will include a Springtime pre-emergent and both a Fall and a Winter pre-emergent.

Two (2) granular fertilizer applications within a twelve (12) month period to be applied on all grassed common Bermuda areas surrounding Town Hall. One application in the Springtime and one in the Fall.

Old Town Hall – 881 Senoia Road

Three (3) liquid weed control applications within a twelve (12) month period to be applied in all grassed areas surrounding Town Hall. This will include a Springtime pre-emergent and both a Fall and a Winter pre-emergent.

Two (2) granular fertilizer applications within a twelve (12) month period to be applied on all grassed common Bermuda areas surrounding Town Hall. One application in the Springtime and one in the Fall.

Tyrone Library

Three (3) liquid weed control applications within a twelve (12) month period to be applied in all grassed areas surrounding the Tyrone Library. This will include a Springtime pre-emergent and both a Fall and a Late-Fall pre-emergent.

Two (2) granular fertilizer applications within a twelve (12) month period to be applied on all grassed areas surrounding the Tyrone Library. One application in the Springtime and one in the Fall.

The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the Work described herein.



## **Section 2. Term**

The Contractor will perform the Work described herein for a term of twelve (12) months, beginning on the July 1, 2021 and ending on June 30, 2022. Upon agreement of the parties, this Agreement shall be renewable on an annual basis for up to four (4) additional contract years.

## **Section 3. Payment**

The Owner shall pay to the Contractor compensation according to the schedule attached hereto as Exhibit "A", upon completion by the Contractor of the Work described herein.

Payment terms are NET 30 days following receipt of a correct invoice. Invoices must be submitted to:

Town of Tyrone  
Attn: Accounts Payable  
881 Senoia Road  
Tyrone, Georgia 30290

## **Section 4. Insurance**

During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits:

**Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation insurance, as required by the laws of Georgia, as well as employer's liability coverage with minimum statutory limits for Employers Liability per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.

**General Liability** – The Contractor shall provide and maintain General Liability

Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

Providing and maintaining adequate insurance coverages is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Georgia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Georgia. The Contractor shall, at all times, comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Georgia laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- (a) Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions; and
- (b) Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

The Contractor must include a copy of their insurance certificate with their proposal package. Upon award of this contract, the selected Contractor shall add the Town of Tyrone as a certificate holder to their insurance policy.

**Section 5. Indemnification**

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the Town or Town officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Town or Town officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

**Section 6. Subcontracting**

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

### **Section 7. Changes**

The Town shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

### **Section 8. Non-Discrimination**

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

### **Section 9. Governing Laws**

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

### **Section 10. Termination for Cause**

The Town reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the Town elect to terminate this contract for cause, the Town will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be

executed if deemed necessary the Town.

### **Section 11. Termination without Cause**

The Town and/or the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

### **Section 12. Employee Guidelines**

The Contractor certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. The Contractor further agrees that their employees shall comply with the Georgia Drug-Free Workplace Policy.

While engaged in the performance of these Fertilization and Weed Control services, only authorized employees of the Contractor are allowed at the Town's location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in work area by acquaintance, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulation set forth for the public areas where the work is being performed.

### **Section 13. Safety**

The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the Work described herein. The Contractor and any persons employed by the Contractor shall be required to wear the following safety items as required by OSHA regulations while performing any part

of the Work described herein. These safety items are: steel-toed shoes/boots, gloves, hearing protection and eye protection.

The Contractor shall perform all work in accordance with State and Federal safety regulation in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

The Town's Public Works Director shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with OSHA, State, and Federal safety regulations. Should the Contractor fail to remedy any identified safety concerns, the Public Works Director shall have functional authority to halt work until said safety concerns are corrected to the Town's satisfaction. Should the Contractor fail to remedy any verifiable safety concerns identified by the Town, the Town, at its' option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized official, this Agreement in quadruplicate (four copies) of which each shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

(SEAL)  
Attest:

\_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

(Company Name):

\_\_\_\_\_

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

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

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

\_\_\_\_\_

(SEAL)  
Attest:

\_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_