



City of Summerville

P. O. Box 180, Summerville, GA 30747

Phone: 706-859-0900

Web: <http://www.summervillega.org>

**CITY OF SUMMERVILLE
REQUEST FOR BID
MOWING AND GROUNDS KEEPING
SUMMERVILLE CEMETERY
RFB-2023-103-CEMETERY**

Sealed proposals will be received by the City of Summerville, 120 Georgia Ave., Summerville, Georgia 30747 until **4:45 p.m. on 11/13/2023** for the 2024 Contract for mowing and grounds keeping from January 1, 2024 through December 31, 2024 at the Summerville Cemetery. All bids are subject to the provisions of the conditions outlined in this document. Bids shall be opened promptly at the council meeting the same day at 5:00 p.m. at the City Hall, Council Room, and their contents will be made public for the information of the Respondents, and others properly interested. The bid will not be awarded until the applicable designated city officials have had ample time to review each bid. Bids must be submitted in sealed envelopes with "RFB-2023-103-CEMETERY" clearly marked on the outside of the envelope for easy identification by the City of Summerville. Any bids received later than the specified time will not be accepted/considered. The City will not be responsible for late submissions caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

Bids submitted by USPS should be addressed to:

**City of Summerville
PO Box 180
Summerville, GA 30747
ATTN: PURCHASING AGENT**

Bids submitted by Federal Express, United Parcel Services, etc. and should be addressed to:

**City of Summerville
120 Georgia Ave
Summerville, GA 30747
ATTN: PURCHASING AGENT**

The City of Summerville reserves the right to engage in discussions with or request additional information from any or all responsible Respondents who submit bids which appear to be eligible for the award, for the purpose of clarification to assure full understanding of and responsiveness to the RFB requirements herein. In the event the City elects to negotiate a contract with the successful vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFB, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rest solely with the City. This solicitation does not commit the City of Summerville to award a contract/purchase order, to pay any costs incurred in the preparations of a bid, or to procure or contract for services. The City of Summerville reserves the rights to reject any and all responses, to cancel this solicitation, and to make an award deemed in its own best interest.

INSTRUCTIONS FOR BIDS:

All Bids must include:

1. Signed Bid
2. Signed Certificate of Non-Discrimination
3. Signed E-Verify Compliance Affidavit
4. Signed Save Compliance Affidavit
5. Request for Taxpayer I.D. Number (W-9)
6. Certificate of Insurance

Signed Bids

All bids must be signed by an authorized officer or agent of the company submitting the bid and delivered in sealed envelopes to City Hall no later than the time and dates indicated above. Bids received after the time and date indicated above will not be considered. Faxed bids will not be accepted under any circumstances. The City will assume no responsibility for oral instructions or suggestions. All official correspondences in regard to the specifications should be directed to and will be issued by the designated City official. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Summerville shall not be legally bound by any amendment or interpretation that is not in writing. The City will rank, based upon the evaluation criteria, all responsible and responsive vendors.

The City will begin negotiations with the top-ranked vendor or vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized if any. The terms and conditions of the contract will be no less advantageous than the provisions of the RFB or the Vendor's bid. The City reserves the right to make a partial award or to split the award at its sole discretion.

DEFINITIONS:

Responsible Respondent means a respondent who has the capability in all respects to fully perform contract requirements and the integrity and reliability, which will assure good faith performance.

Responsive Respondent means a respondent who has submitted a bid, which conforms in all material respects to the Request for Bid.

CHANGES:

Any changes to the specifications in this request for bid package shall be in writing and an addendum will be distributed to all prospective respondents so each respondent can compete equitably.

Any changes in this request for bid after the purchase order/contract agreement has been awarded must be with the written consent of the designed city official or the City Manager; otherwise, the responsibility for such changes lies with the vendor.

INQUIRIES:

Questions concerning this Request for Bid (RFB) should be directed to the Purchasing Agent by email at lrowland@summervillega.org. The deadline for the submission of all inquiries is **11/06/2023**. Any changes to the specifications in the bid package shall be in writing and an addendum will go out to all prospective respondents so each vendor can compete equitably.

AWARD OF CONTRACT:

Selection shall be made of one or more Respondents deemed fully qualified and best performing among those submitting bids. Negotiations shall be conducted with the Respondents so selected. Price shall be considered, but may not be the sole determining factor. After negotiations have been conducted with each Respondent so selected, the

City shall select the Respondent(s), which in its opinion, has made the best bid, and recommend that a contract(s) be awarded to the Respondent.

All contracts shall be in accordance with the laws of the State of Georgia. The City of Summerville may cancel this RFB; reject bids or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous.

EVALUATION PROCEDURE:

All bids will be evaluated and ranked by the City of Summerville. Negotiations and/or award of a contract may be initiated without further contact with the other Respondents.

BASIS FOR AWARD:

A committee consisting of the City of Summerville City Manager, Finance Director and Department Head will review RFB submittals and will make its recommendation. The Committee may make such reasonable investigation, as it deems proper and necessary to determine the ability of the Respondent to perform the work/services.

SELECTION PROCESS:

The City shall select the most qualified Respondent. Each response shall be subject to the same review and evaluation process.

INSURANCE REQUIREMENTS:

The successful respondent shall agree to hold harmless, indemnify and defend the City of Summerville, its agents, and employees from any claims for property damages or personal injury (including death resulting therefrom). Such claims are not limited to actual, consequential, incidental or punitive damages. The successful respondent shall agree to maintain sufficient comprehensive general liability insurance in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the City by an appropriate certificate-of-insurance issued by the successful respondent's insurance agent. The successful respondent shall maintain vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence.

SCOPE OF WORK:

The City of Summerville is requesting bids for mowing and grounds keeping service for the Summerville Cemetery. The contract will be for the year of 2024, beginning January 1, 2024 through December 31, 2024, with two (2) possible one-year extensions. Mowing and Grounds Keeping service will cover all the typical landscape maintenance tasks, as specified, such as: Mowing, String Trimming, Blowing, picking up limbs and debris, and others. This scope provides a list of how we want the Summerville Cemetery to be taken care of during the year. The scope will cover all of the considerations that are typical to keep the area “looking nice” both from the vantage point of the street, and up close, as a visitor would see it. The City of Summerville will reserve the right to terminate this contract upon thirty (30) days notice of payment of work performed through the date of termination with or without cause.

1. General Requirements

1.1 All work will be performed in a professional and workmanlike manner by experienced and well trained personnel.

1.2 Contractor is expected to furnish all labor, equipment, and supplies to perform contract.

1.3 All mechanized equipment (Mowers, Trimmers, Blowers, etc.) must be lowered and idled down when a member of the public is encountered within 50 feet. This is to be done until persons move beyond this distance.

1.4 The Contractor and all crewmembers will respect the solemn dignity of the cemetery. Avoid loud talking, running, etc. There is no parking on any of the grass in the cemetery. Parking is only on the roads. There is to be NO sitting on headstones. No equipment sitting on headstones or graves.

1.5 Contractor and crewmembers understand the need to prevent damage to headstones, monuments, footstones, and all cemetery structures. Contractor to report all damage to the City of Summerville. A meeting will be set to determine who is at fault. If it is determined, that the Contractor caused the damage then they will be responsible for all charges incurred.

2. Lawn Maintenance

2.0 Removing paper, trash, branches, artificial flowers not part of a display, and other debris will be done by contractor prior to each mowing. Contractor shall be responsible for removing flowers from the grave site and disposal as needed to maintain the appearance of the cemetery and provide an opportunity for adequately mowing the grass. Plastic flowers will be removed as they become unsightly and faded, and fresh flowers after they wilt.

2.1 Contractor will mow all areas three (3) times a month. Contractor may need to mow weekly during seasonal growth. Contractor shall mow the adjoining unopened lot south of the cemetery once a month.

2.2 Contractor will make sure all clippings are removed from sidewalks, curbs, roadways and markers or monuments before crew leaves for that day.

2.3 Contractor will ensure that grass clippings do not build up in the corners of plot walls. This will help prevent a build-up of unsightly dead grass in these areas.

2.4 Under no circumstance will herbicides be used in large scale areas, in lieu of appropriate edging and trimming, especially adjacent to monuments and fences.

2.5 Thatch and visible clumps left from mowing operations shall be dispersed by blowing.

2.6 Fall/Winter Leaves need to be removed from all areas of the cemetery.

2.7 The cemetery perimeter will be maintained in a condition that is neat in appearance at all times. Contractor shall treat and remove all vines from fences.

2.8 Contractor shall fill holes created by settlement or tree removal with dirt available at the cemetery.

2.9 Contractor shall treat all visible ant mounds when mowing and trimming.

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the vendor agrees as follows:

The vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the vendor’s non-compliance with this non-discrimination clause, the contract may be cancelled or terminated by the City of Summerville. The vendors may be declared, by the City of Summerville, ineligible for further contracts with the City of Summerville until satisfactory proof of intent to comply shall be made by the vendor.

The vendor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Vendor

Signature

Title

City of Summerville, Georgia

E-Verify Compliance Affidavit

STATE OF GEORGIA
COUNTY OF _____

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 City of Summerville, 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 ID Number

Signature (if less than 10 employees)

Date of Authorization

Name of Contractor/Company

Name of Project

Name of Public Employer

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

Executed on _____ day of _____, 20_____.

Signature of Authorized Officer or Agent

Printed Name of Officer or Agent

Subscribed and sworn before me

This _____ day of _____, 20_____.

My Commission Expires: _____

CITY OF SUMMERVILLE, GEORGIA

**SAVE COMPLIANCE AFFIDAVIT
O.C.G.A. §50-36-1(f)(1)(B)**

By executing this affidavit under oath, as an applicant for a Contract, as referenced in O.C.G.A. §50-36-1, from the City of Summerville, Georgia, the undersigned applicant verifies one of the following with respect to my application for 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(f)(1)(A), with this affidavit.

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

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 O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statutes.

Executed on _____ day of _____, 20_____.

Signature of Authorized Officer or Agent

Printed Name of Officer or Agent

Subscribed and sworn before me
This _____ day of _____, 20_____.

My Commission Expires: _____