



## **CITY OF GARDEN CITY, GEORGIA**

### **REQUEST FOR PROPOSAL (RFP)**

#### **Right-Of-Way (ROW) Maintenance/Services**

**For all questions about this bid contact:**

**Scott Robider**

**[Srobider@gardencity-ga.gov](mailto:Srobider@gardencity-ga.gov)**

**(912) 966-7777**

**RFP Submittal Deadline:**

**Tuesday, April 27, 2021 at 1:00P.M.**

**RFP Invitation to Service Providers**  
**Annual Roadside Mowing and General Maintenance at various segments of City Streets and State Routes**  
**Garden City, Georgia**

The City of Garden City, Georgia will receive sealed technical and fee proposals until **1:00PM on Tuesday, April 27, 2021** for the referenced services which are described herein. The City invites qualified service providers ("Service Providers" or "Contractors") to submit proposals responsive to the specific requirements set forth in this Request for Proposals (RFP).

A mandatory pre-proposal conference has been scheduled for **Monday, April 8, 2021 at 2:00 PM**, via Conference Call and Zoom Meeting. All Service Providers who intend to submit a response are required to participate in the pre-proposal conference. Any questions and/or RFP requirements that may need clarification should be submitted in writing, according to the schedule in the RFP, and forwarded to the City contact at the contact information below. It shall be the Service Provider's responsibility to seek clarification on any questions in accordance with the RFP requirements as set forth herein.

The Service Providers' RFP response shall include a Technical Proposal and Fee Proposal with all other information requested in this RFP. The fees shall be the full cost per Unit per month to the City.

The submitted envelopes containing the Proposal must be sealed and addressed to:

Scott Robider  
100 Central Avenue  
Garden City, Georgia 31405  
[Srobider@gardencity-ga.gov](mailto:Srobider@gardencity-ga.gov)  
Phone: 912-966-7777

All proposals shall be clearly marked: **Annual Roadside Mowing and General Maintenance of various segments of City Streets and State Routes**. The envelope must bear on the outside the name of the Service Provider and the Service Provider's address and contact information (name and phone number). No Proposal may be withdrawn or modified in any way after the deadline for Proposal openings. No faxed or electronic submissions of Proposals will be accepted.

Proposals will be publicly opened and only the name(s) of those Service Providers responding and Fee Proposal will be mentioned. Proposals must be valid for sixty (60) days following the opening date.

The City may request additional information by Service Provider, including a presentation if needed, to clarify elements of their Proposal. The City also reserves the right to make independent investigations as to the qualifications of each Bidder, including contacting existing customers or site visits to existing operations.

The City reserves the right to reject any or all proposals, waive technicalities and make the award in the best interest of the City.

## **Project Description**

The Garden City is seeking competitive bids from qualified Contractors interested in entering into a contract (the "Contract") for providing the City with mowing and maintenance services as described in the following RFP. The anticipated start date is May 4, 2021.

## **Project Schedule:**

Contractor is expected to mow and maintain all roadways as described in the project description and attached exhibit on a semi-monthly basis throughout the contract term. Contractor shall provide the City a schedule of roadways to be maintained monthly, on or about the first (1st) of each contracted month. The City reserves the right to make reasonable modifications to this schedule if agreed to by all parties.

## **Contract Term:**

This Contract will run from 05/04/2021 thru 12/31/2023 with two (2) one (1) year options. The City reserves the right to amend the start and end date of the Contract as determined by the needs of the City and based on seasonal conditions within the City.

## **Uniform Requirements:**

Contractor's employees must be in uniform at all times with the company name displayed. A tee shirt uniform is acceptable. Employees are to conduct themselves in a professional manner and their appearance should be neat and professional at all times. Service provider is required to adhere to all GDOT standards and safety regulations for conducting work on or near ROW routes.

## **Scheduled Hours:**

Roadway work hours of operation shall be Monday— Friday, 7:00 AM to sunset, excluding holidays. Exceptions to these hours may be approved by the City due to extreme circumstances. All requests for exceptions to these hours must be in writing and approved prior **to change**.

## **Instructions to Service Providers**

No Service Provider's employees or anyone representing the Service Provider shall contact by any method any City staff or elected officials from the date the RFP is advertised until the time of official award. The primary method of contact that should be utilized is email to ensure that all questions are properly addressed by the City to all prospective Contractors. The email communication approach will ensure that all questions or comments can be addressed by addenda.

## **Examination**

The Service Provider is advised to examine field conditions within the City to become fully informed as to their existing conditions. Failure to examine the City will not relieve the successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the Contract.

## **Determination of Successful Service Provider**

If awarded, the Contract will be awarded to the most responsive and highest value Service Provider according to the criteria described in this RFP.



**Responsiveness**

The City will consider the degree to which each Service Provider has submitted a detailed Technical Proposal and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

**Proposal Form**

Proposals shall be submitted as called for in the RFP. The Service Provider will submit three hard (3) copies of its Technical Proposal and one (1) copy of its Fee Proposal. In addition, an electronic copy of each shall be submitted on a thumb drive.

**Submission of Proposals**

Proposals received after the scheduled bid opening time and date will remain unopened and will not be considered. The Service Provider shall package and seal its proposals so that they are not damaged in mailing. The original Technical Proposal and Fee Proposal are to be packaged together with a thumb drive electronic copy in the same envelope but sealed separately. The Service Providers should provide two additional copies of the Technical Proposal in hard copy format in the same envelope. Do not include pricing in your Technical Proposal document.



## REQUEST FOR PROPOSAL (RFP)

### **Annual Roadside Mowing and General Maintenance at various segments of City Streets and State Routes** **CITY OF GARDEN CITY, GEORGIA**

#### **1. PURPOSE**

The City of Garden City (City) is seeking proposals from qualified service providers ("Service Providers" or "Contractors") to provide the resources, labor and equipment necessary for the proper execution of a contract for the performance of the below-defined Scope of Services (the "Contract"). The Contractor is expected to mow and maintain all roadways as described in the project description and attached exhibit on a bi-weekly basis throughout the contract term. Contractor shall provide the City a schedule of roadways to be maintained monthly, on or about the first (1st) of each contracted month. The City reserves the right to make reasonable modifications to this schedule if agreed to by all parties.

#### **2. INTRODUCTION**

##### **General**

The City is advertising for qualified Service Providers to provide for Right-of-Way maintenance/services for the identified streets complied by the City Staff.

##### **Purpose**

The City is issuing this RFP to secure scheduled roadside mowing and maintenance for various City streets and State routes in the incorporated areas of the City. The purpose of this RFP is to ensure that all identified areas within the City are maintained in a professional manner, following all recommended horticultural practices and City and State standards.

In general, the purpose of this procurement is to achieve the following goals:

Contractor is expected to mow and maintain all roadsides, medians, clover leafs and other service areas as described in **Section four (4) contained within the General Service Requirements** for various City Streets and State Routes within the attached exhibit or otherwise expressed on a bi-weekly basis throughout the contract term. Contractor shall provide the City a schedule of roadways to be maintained monthly, on or about the first (1st) and the fifteenth (15<sup>th</sup>) of each contracted month.

The plan is for the term of the Contract to be for two (2) years commencing on May 4, 2021 and expiring on December 31, 2023. The initial two-year term can be extended for two (2) automatic extensions of one (1) year each, unless either Party gives the other at least ninety (90) days' advance written notice of the intention to terminate the Agreement at the end of the then-current term. A Notice of Award will be issued to the selected Service Provider on or about May 4, 2021. The City reserves the right to amend the start and end date of the Contract as determined by the needs of the City and based on seasonal conditions within the City.



### Use of Subcontractors

It is understood that the primary Contractor responding to this request for proposal must have the capability to undertake all the tasks outlined. The successful candidate shall **not** develop agreements with subcontractors in order to provide and manage the scope of services requested by the City.

### Addenda to RFP

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than five (5) days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document. The addenda will be sent only to those who have received the RFP from the City. Service Provider must acknowledge receipt of each addendum, if any, in a cover letter accompanying their proposal.

### Selection of Successful Service Provider

The Evaluation Criteria describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the Service Provider that best serves the interests of the Mayor and Council and the residents of the City. The Mayor and Council reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

### Cost of RFP Preparation and Negotiation

Service Providers participating in this procurement process and subsequent negotiations will prepare their response to the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the City or its advisors for the cost associated with this process. The City reserves the right to terminate the proposal proceedings at any time.

### Disclaimer

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warrant that the information contained in this RFP or referenced documents is completely accurate. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

## 3. SCHEDULE

This Invitation to Bid will be governed by the following schedule:

<b>Activity</b>	<b>Dates &amp; Times</b>
Release of Solicitation Request	March 25, 2021
Mandatory Pre-Proposal Event	April 8, 2021 @ 2:00 PM via Zoom
Deadline to Email Questions to City	April 16, 2021 by 5:00 PM
<b><i>Bids Due</i></b>	<b><i>April 27, 2021 by 1:00 PM</i></b>
Public Opening	April 27, 2021 @ 1:00 pm
Service Provider Selection Discussion by Council	May 3, 2021 @ 5:00 pm
Service Provider Contract Award by Council	May 3, 2021 @ 6:00 pm
<b><i>Service Provider Begins ROW services</i></b>	<b><i>May 4, 2021</i></b>

## **4. SCOPE OF SERVICES**

### **General Service Requirements**

Furnish all labor, equipment and materials for bi-weekly roadside mowing and general maintenance for all identified City Streets and State Routes within the incorporated limits of the City or as additionally identified by contract adjustment. Service areas may be added or deleted as needed on a case-by-case basis with prior notice given to the Contractor and with the service revision being approved by both parties.

The following is the general scope of the work to be performed by the Contractor:

- Areas identified as finished cut (FC) areas are to be cut on a bi-weekly basis, Turf to be cut to a height of 2" —3". The height of the turf in a finished cut area is not to exceed 4" in height.
- Remove all heavy clippings after mowing to avoid clumping on turf.
- Remove all debris (including trash) on all streets bi-weekly.
- Remove all debris (including trash) in all areas PRIOR to mowing
- Maintain accurate logs service via GPS in order to provide the City data used for reporting
- String Trimming bi-weekly
- Sidewalks and areas adjacent to private property will be cleaned via blower as needed
- All vehicles and equipment used for maintenance are to enter through provided access points and shall not track across turf areas
- Maintenance vehicles and equipment shall not impede the flow of traffic within adjacent lanes on any street or roadway; nor should they impede the pedestrian flow on any sidewalk or pedestrian area and must be equipped with adequate safety lights and flags in accordance with GDOT standards.

### **City Responsibility**

The City will be responsible for the following:

- Permanent signage as needed
- Run-off repair as needed.
- Acts of God or vandalism to City property.
- Locating infrastructure as needed prior to cutting.
- Sidewalk and curb-to-road edging
- Large debris removal such as tires, trees, large vehicle parts, dead animals or bulk items such as mattresses or other furniture items.
- The Contractor shall provide notice, description and location of large debris items to the Public Works Department Supervisor so that they are removed prior to the contractor performing service.
- The Contractor shall notify the Public Works Department of any discovery of damaged City infrastructure such as signage, curbs, sidewalks, street lighting, storm-drains or any other City owned or maintained property.

### **Service Provider Equipment**

The Service Provider/Company will be required to use only GPS equipped mowers and/or heavy-use tractors. Mowing equipment shall not be older than three (4) years old at beginning of the Contract and shall not be older than seven (7) years old during any point in the Contract. Contractor will keep all equipment in safe operating condition, in proper repair, and in a clean and presentable condition. Mowers and vehicles must have a visible company logo applied with the name of the Contractor and a vehicle identification number visible in some manner. All vehicles will be in good working condition and contractor shall prevent the leakage of any fluids, and all clean ups must be reported immediately the City Public Works Department.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended, except as made necessary. The Contractor will promptly report to the City Staff and repair any damage or injury to any City property, road, right of way, private mail boxes, or other items caused by the Contractor except



through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or private mail box to a condition at least equal to that which existed immediately prior to infliction of damage.

### **Holiday Schedule**

Contractor services normally scheduled and fall on holidays will be rescheduled on its next regular identified working day. The City must approve any schedule changes. The following is a list of anticipated holidays: New Year's Day; Thanksgiving Day; Christmas Day; and Independence Day.

### **Customer Service**

In the case of complaints regarding roadside mowing and maintenance or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint in a timely manner. The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive, record, and handle complaints. Such staff will be available during regular business hours, Monday through Friday, 8 am to 5 pm. After hours, weekends, and holidays, Contractor must make available a local message service to record citizen complaints. The Contractor will ensure that its employees serve the public in a courteous, helpful, and impartial manner as well as maintaining a professional, effective and respectful relationship with the City Staff.

Contractor is expected to maintain a log for all complaints and file same with the City Manager or his designee, on monthly basis, listing each complaint and the actual or planned resolution of same. The report format is to be approved by the City Manager or his designee prior to the award of the Contract. The City's goal is the resolution of all complaints within 24 hours of the complaint. Should the Service Provider fail to perform in accordance with this goal, a full written explanation of the circumstances and issues shall be provided to the City unless agreed to otherwise by the City and the Contractor.

### **Reports**

Monthly reports shall be submitted to the City upon request within five (5) business days and shall include the following information:

- A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;
- Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each
  - Complaints/resolution summary to include damages to private property
  - Monthly route sheet with location and mileage of equipment from GPS data
  - Reported City Infrastructure damage
  - Changes to route operations
  - The Service Provider shall provide the City with an annual report documenting all services.

## **5. PROPOSAL SUBMISSION REQUIREMENTS**

Submitted proposals must include the information requested herein. The proposal must be submitted in compliance with the instructions set forth herein. Proposals must be delivered to: **City of Garden City, Attention: Scott Robider, 100 Central Avenue, Garden City, Georgia 31405**. No proposal may be modified, withdrawn, or canceled for a period of sixty (60) days after time designated for receipt of proposals. The City reserves the right to reject any and all proposals and to waive irregularities, technicalities, and informalities.



## **Technical and Fee Proposal Requirements**

The Service Provider shall provide detailed information so as to demonstrate its understanding of the Scope of Services requested.

General: The City is not interested in elaborate brochures. All documents should be typewritten on standard 8.5 x 11-inch white paper and limited to 25 pages total. Exceptions to the page size would be schematics, exhibits, or other information necessary to facilitate the City's ability to accurately evaluate the proposal.

Cover Letter: The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, and telephone numbers of the Service Provider along with the name, title, address, and telephone numbers of the Contractor's executive that has the authority to execute the contract with the City. The cover letter shall present the Service Provider's understanding of the Project and a summary of the approach to be undertaken to perform the Services.

Executive Summary: The Service Provider shall submit an executive summary, which outlines its Proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Contract, give the responsibilities of the project team, and a summary of the proposed Services to be provided. This section should highlight aspects of the Service Provider's Proposal, which make it superior or unique to successfully delivering the requested Scope of Services.

Submission: The Service Provider shall package and seal its proposals so that they are not damaged in mailing. The original Technical and Fee Proposals are to be packaged together in the same package but placed in separate sealed envelopes within the package. The Service Providers should provide two additional copies of the Technical Proposal in hard copy format in the same envelope. Do not include any pricing in your Technical Proposal. Service Providers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. Should Contractor believe that its bid contains any trade secrets, it must submit an affidavit, along with the proposal, that states that specific portions of the proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the proposal containing any trade secrets.

All proposals and supporting documents will be submitted in accordance with the instructions set forth herein.

Contractor Overview and Staff: Provide an overview of the Contractor's key personnel. The Service Provider shall provide, in this section of the proposal, a description of the specific staff that will be assigned to effectively meet the requirements of the Contract. This description will include, at a minimum, the number of permanent employees, part-time employees and an organizational chart reflecting local and corporate assignments and responsibilities. Specifically, the Service Provider must identify what priority will be placed on the Contract and how the firm intends to provide the management and staffing for the project.

Resumes: The Service Provider shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and Corporate. Resume shall include, at a minimum:

- Position title
- Tenure with Service Provider
- Education and Professional Certifications
- Experience
- Other related information



Project Approach and Methodology: The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to meet the requirements of the RFP Scope of Services.

Transition: The Service Provider shall provide a plan for the seamless transition of services from the previous Service Provider, if this situation were to occur.

Service Schedule: The Service Provider shall document in this section that it can accommodate the City's existing service schedule for the maintenance and services identified in the Contract throughout the City.

Equipment: The Service Provider shall provide a comprehensive list of all equipment, including type of truck, year, model, equipment ID number, and vehicle tare weight that shall be used in fulfilling the Contract. This must be provided at the beginning of the contract and upon the request from the City at any time during the Contract.

Contractor Experience/Capabilities: The Service Provider shall provide, in this section of the proposal, a detailed description of similar services or contracts in which the Service Provider is presently involved during the past three (3) years. In particular, reference company experience with public sector entities that provide municipal roadside mowing and maintenance on a subscription basis and under direct contract with the local government entity. The Service Provider shall also provide, in this section of the proposal, a description of the firm's capabilities. Any limitations relative to facilities, staff personnel, ongoing projects/contracts, etc. shall be identified.

Customer Service Approach: Describe the following items in your Proposal

1. Describe the Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
2. Describe the Service Provider's complaint resolution procedures.
3. Describe the nature of service improvement and increase in customer satisfaction that the Service Provider has been able to achieve in environments comparable to the City's in size and complexity.
4. Describe the methodology the Service Provider uses to handle an "unhappy customer". How does the Service Provider ensure the customer's future satisfaction?
5. Show a company organizational chart with contacts from account manager to CEO.
6. Indicate the location of the company's headquarters and a point of contact name and number for the Contractor liaison dedicated to the City.

References: The Service Provider must list public sector client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three (3) years with a contact person, telephone number and explanation for the discontinuation. The contractor must have a minimum of five (3) years' experience working within State Route and City right-of-way as the awarded primary service provider. References and service records performed by subcontractors shall not be considered as sufficient to satisfy the terms of this agreement as the awarded Company.

## **6. PROPOSAL EVALUATION & CONTRACT AWARD**

The Contract will be awarded to the most responsive Service Provider that offers the best value to the City in terms of service performance record, experience, price and customer references. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City opinion, such rejection is in the best interests of the City.

Each proposal will be reviewed by an evaluation team selected by the City Manager. The evaluation will involve a holistic review of all material provided with a distinct interest in the following components (in no particular order):

- 10% - Document at least three (3) years' experience with at least two (2) public sector clients under a sole-source contract to perform ROW services for local governments of equal or larger size.



- 25% - Service Provider's proven track record of responsiveness to time limitations and deadlines.
- 25% - Service Provider's successful performance record with other municipal customers.
- 35% - Service Provider's cost proposal and fee schedule.
- 5% - Local business with an ability to respond quickly to the City's needs.

### **Oral Presentations (City Option)**

Following the evaluation of the written proposals, the City's Evaluation Team may request the top-ranking Service Providers to make an oral presentation and/or be interviewed either in person or by Zoom. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time as set forth by the City.

NOTE: The City reserves the right to accept proposals, as submitted, and enter directly into a contractual agreement with a selected Service Provider. Accordingly, it is imperative that all submittals contain both the best Technical and Fee Proposals in their initial submission.

### **Negotiations**

The City may negotiate with the highest ranked Service Provider whose proposal is determined to be most advantageous to the City for the purposes of reaching final contract terms. If negotiations with the highest-ranking Service Provider fail, negotiations shall be initiated with the next highest ranking Service Provider, and so on, until acceptable contract terms to the City are reached. The City reserves the right to reject all offers and end the process without executing a contract.

### **Contract Formation**

If the negotiation process produces an agreement acceptable to both parties, the draft contract provided herein shall be constructed and forwarded to the successful Service Provider for execution and then to the City's Mayor and Council for acceptance in accordance with the RFP schedule. The draft contract format will be the only acceptable document for execution.

### **Sample Agreement**

This solicitation includes a "*Sample Annual Roadside Mowing and General Maintenance at various segments of City Streets and State Routes*" that will serve as a template for the City and the successful Service Provider to begin negotiations. Please indicate any exceptions to the "*Sample Annual Roadside Mowing and General Maintenance at various segments of City Streets and State Routes*" that you wish to bring to the City's attention in your written proposal.

### **Material provisions of the Contract**

The service provider shall include the following:

#### **1. INSURANCE:**

##### **A. Liability.**

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract. Certificates of Insurance indicating that the successful proposer has obtained such coverage, shall be filed with the City prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the City, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the City. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide the City with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the



coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify City by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the City.

## **B. Indemnity.**

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City and its officials, employees, and agents from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its officers, directors, employees, agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Contractor shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

- a) general liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregates;
- b) automobile insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as required by law.

The Contractor shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the City.

## **2. SUSPENSION OF WORK, TERMINATION AND DELAY**

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if it repeatedly fails to make prompt payments labor, materials or equipment or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if it disregards the authority of the City Manager or his designee, or if it otherwise violates any provision of the Contract, or for any other grounds the City deems reasonable, then the City may, without prejudice to any other right or remedy and after giving the Contractor a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.



Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the contract documents.

After ten (10) days from delivery of a written notice to the Contractor the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for the value of services up to and including the termination date of the Contract. The City shall not be responsible for overhead profits, or any other expenses beyond the Contract termination date.

### **3. COMPLIANCE WITH LAWS**

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in this Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the City in writing.

Contractor shall at all times itself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the City, its officials, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

### **4. TERMINATION OF CONTRACT**

#### **A. Termination for Convenience of City.**

The City may, at will, upon written notice to the Contractor (without prejudice to any right or remedy of the City) terminate the whole or any portion of the work for the convenience of the City.

#### **B. Default Termination.**

The City may, if in the City's sole judgment and upon written notice to the Contractor, terminate (without prejudice to any right or remedy of City) the whole or any portion of the work required by the Contract Documents in any one of the following circumstances:

- a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure the timely completion of the work;
- b) The Contractor is in material default in carrying out any provisions of this Contract for a cause within its control;
- c) If the Contractor files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;

- d) If a trustee, receiver or liquidator, is appointed for the Contractor or for all or any substantial part of the property of the Contractor; or if the Contractor makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;
- e) If the Contractor has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Contractor is adjudged a bankrupt;
- f) If the Contractor is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- g) If the Contractor fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment;
- h) If the Contractor fails to make prompt payment for materials or labor, unless Contractor otherwise provides City satisfactory evidence that payment is not legally due;
- i) If the Contractor persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction; and,
- j) If the Contractor substantially violates any provision of the Contract Documents
- k) If, after Contractor has been terminated for default pursuant to Subparagraph B, it is determined that none of the circumstances set forth in Paragraph B exist, then such termination shall be considered a termination of convenience pursuant to Subparagraph A.

##### **5. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Pursuant to O.C.G.A. § 13-10-91 (Georgia Security and Immigration Compliance Act), every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

No contractor shall enter into a contract with a public employer in connection with the physical performance of services within this state unless such contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

- Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor;
- Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit which is attached hereto and which shall be a part of the Contract.



## FEE PROPOSAL

Complete the pricing information utilizing the attached Fee Proposal Form and include it in a separate sealed envelope.

The Contractor shall provide labor, material and equipment to perform roadside mowing for Garden City. Contractor will perform string trimming and basic litter pick up each time the area is mowed, no edging required. Bulk trash or large debris will be handled by the City staff. Additional areas may be added or deleted on a change order to allow the contractor to adjust pricing accordingly.

This Invitation to Bid will be governed by the following schedule:

<b>Service Areas*</b>	<b>Estimated Mileage (+/-) *</b>
Augusta Road (State Route 21) to include all bridge slopes and Clover Leaf's adjacent to SR5-16 to the City limits at Hwy 307	7.89
Dean Forest Road from Hwy 17 to I-16 bridge	5.05
Dean Forest Road from I-16 bridge to Hwy 21	5.03
Brampton Road (State Route 21 Spur) to Hwy 25	0.76
Burnsed Boulevard to the SR 25/SR 26 Connector	0.48
Chatham Parkway from Savannah Christian main entrance to Hwy 80	2.0
Ogeechee Road (US Highway 17) from Dean Forest Road to Fall Ave	4.1
Telfair Place (east of Chatham Parkway)	0.70
Telfair Place (west of Chatham Parkway) to Telfair Road	0.97
Telfair Road to Tremont Road	0.80
US Highway 80 from SR-307 to City Limit	7.16
Old Louisville Road from Heidt Avenue to Hwy 307(Dean Forest Rd)	4.60
Main Street (SR-25) from Foundation Drive to Highway 307	4.9

**Total Estimated Mileage = 44.43**

\*Service areas may be added or deleted as needed on a case-by-case basis with prior notice given to the Contractor and with the service revision being approved by both parties.

\*The Estimated Mileage information was calculated and compiled using current GIS data provided by a third-party vendor. The City, nor its representatives, make no guarantees expressed or implied that the captured data is a complete and accurate representation of the service area and mileage within the City limits of Garden City.



### **FEE PROPOSAL FORM**

Complete the vendor and pricing information below and include it in a separate sealed envelope.

<b>Company Name</b>	
<b>Address</b>	
<b>Name</b>	
<b>Title</b>	
<b>Print Name</b>	
<b>Signature</b>	<b>Date</b>

We the undersigned do hereby affirm that we have read and do understand the enclosed bid requirements and specifications, and do submit this bid to perform the prescribed work for the payment of the sum of:

**Total Monthly Fee \$\_\_\_\_\_**



## REPRESENTATION AFFADAVIT

### (TO BE SUBMITTED)

This proposal is submitted to Garden City, Georgia (the "City") by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and Garden City. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Contractor and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Contractor

The Contractor understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any request for information within a reasonable time may result in the rejection of the Contractor's proposal with no re-submittal rights.

The successful Contractor understands that the City after considering the legal, financial, technical, and character qualifications of the Contractor, as well as what in the City's judgement may best serve the public interest of its citizens and employees, may grant a contract.

The successful Contractor understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

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

Authorized Person: \_\_\_\_\_  
(Print/Type)

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

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

Date: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name and telephone number of person(s) to whom inquiries should be directed:

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

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

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

Fax: \_\_\_\_\_

## **GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT**

### **Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-01-02 by executing the Contractor Affidavit in accordance with the requirements of the Georgia Security & Immigration Compliance Act.

(This Area intentionally Left Blank)



### CONTRACTOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render proposal non-responsive. You must use this form, you must be enrolled in this program, and you must include your E-Verify ID #)

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 Garden City has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13- 10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with Garden City will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

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 with Garden City, 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 provided by Garden City. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Garden City at the time the subcontractor(s) is retained to perform such service.

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

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 \_\_\_\_\_,  
20\_\_\_\_.

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

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

Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" 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.

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

**EEO Plan:** The successful Contractor will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

**EEO For Veterans/Handicapped:** The successful Contractor will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

**EEO For Successful Contractor Programs:** The successful Contractor will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Contractor-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

**EEO Acquisitions:** The successful Contractor will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses

<b>Does the Contractor have the above EEO policy in place?</b>	<b>Y</b>	<b>N</b>
If the answer to the above is no, will the Contractor have such a policy in place prior to commencing work on this project:	<b>Y</b>	<b>N</b>



## LEGAL AND CHARACTER QUALIFICATIONS

**Convictions:** Has the Contractor (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

**Civil Proceedings:** Has the Contractor or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

### License Revocation:

		Y	N
	Has the Contractor or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

**Responses:** If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.


**Principals:** The full names and addresses of persons or parties interested in the foregoing proposal, as principals, are as follows:

NAME	ADDRESS

**References:** The Contractor lists below work he has done of similar nature as this solicitation, as references that will afford the City opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT PERSON	TITLE	PHONE NUMBER/EMAIL



## **GARDEN CITY**

### **CONTRACT FOR ROADWAY AND RIGHT OF WAY MAINTENANCE/SERVICES**

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Garden City, Georgia, having its City Hall located at 100 Central Avenue, Garden City, Georgia 31405 and \_\_\_\_\_ ("Contractor"), located at \_\_\_\_\_, Georgia \_\_\_\_\_.

WHEREAS, the City of Garden City is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Garden City; and,

WHEREAS, the City of Garden City has caused a Request for Proposal ("RFP") to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and,

WHEREAS, the Contractor submitted a response to the RFP and the Contractor's submittal was deemed by the City of Garden City to be the lowest most responsive, responsible bid meeting the minimum specifications of the City per the scope dated \_\_\_\_\_.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

#### **1.0 Scope of Work**

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this Contract. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Contract as is fully set out herein:

***EXHIBIT A – SCOPE OF SERVICES***

***EXHIBIT B – FEE PROPOSAL***

***EXHIBIT C – IMMIGRATION & SECURITY FORM***

***EXHIBIT D – CONTRACTOR'S PROPOSAL***

## **2.0 Key Personnel**

The City of Garden City enters into this Contract having relied upon Contractor's providing the services of the key personnel, if any, identified as such in the body of the Contract. No key personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under the Contract.

## **3.0 Compensation**

**3.1 Pricing.** The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to insurance and fuel surcharges. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein, shall be firm throughout the term of this Contract.

**3.2 Billings.** If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City Code and Purchasing Manual. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

**3.3 Delay of Payment Due to Contractor's Failure.** If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

**3.4 Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgement, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.



#### **4.0 Duration of Contract**

4.1 The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The initial term of this Contract shall be from June 8, 2021, through December 31, 2023, or such shorter time as may be indicated on the bid document.

#### **4.2 Contract Renewal**

The City shall have the option, in its sole discretion, to renew the Contract for two (2) one-year renewals on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

#### **4.3 Contract Extension**

If not set forth in the RFP and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Contract and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Contract is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay.

#### **5.0 Independent Contractor**

5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Garden City. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City within ten (10) days after issuance.

5.2 Inasmuch as the City and the Contractor are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow

any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

## **6.0 Indemnification**

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

## **7.0 Performance**

Performance shall be evaluated monthly by the City's Project Manager and or appointed designate. Performance will be mutually reviewed during a monthly meeting between Contractor and the City Project Manager. If requirements are not met, the City will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have no more than seven (7) days to remedy the situation.

## **8.0 Changes**

City, within the general scope of the Contract, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Contract. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

## **9.0 Change Order Defined**

Change Order shall mean a written order to the Contractor executed by the City issued after the execution of this Contract, authorizing and directing a change in services, with respect to matters including, but not limited to, time and price.



## **10.0 Insurance**

10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Contract, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, will be \$1,000,000.00 per person and \$2,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage.

10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this Contract, and at any time during the term of this Contract, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

## **11.0 Termination**

11.1 **Immediate Termination.** Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- c) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete; or,
- d) The Contractor fails to pass more than 1 of 4 monthly performance reviews in any rolling four-month period.

11.2 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation

of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business, or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

**11.3 Notice of Default.** If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**11.4 Termination for Convenience.** The City may terminate this Contract for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Contract, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor for such termination.

**11.5 Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the



Contract, including, but not limited to, startup costs, overhead, profit, delay damages or other costs associated with the performance of the Contract.

**11.6 The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

## **12.0 Inclusion of Documents**

Contractor's response to the City's RFP, including any best and final offer, are incorporated in this Contract by reference and form an integral part of this Contract. In the event of a conflict in language between this Contract and the foregoing documents incorporated herein, the provisions and requirements set forth in this Contract shall govern. In the event of a conflict between the language of the RFP, and the Contractor's submittal, the language in the former shall govern.

## **13.0 Compliance with All Laws and Licenses**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Contract.

### **13.1 Federal Requirements.**

#### **13.1.1 Federal Compliance Regulations**

Contractor shall comply with all federal contracting requirements as they apply to:

- a) Equal Employment Opportunity – The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed

and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

- b) Reports – The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this Contract, which may be federally funded;
- c) Access to books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- d) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

### **13.2 Georgia Security and Immigration Compliance Act**

- a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "Exhibit C" and incorporated herein by reference and made a part of this contract.
- b) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this Contract and Contractor's failure to comply with said provisions shall constitute a material breach of this Contract.

### **14.0 Assignment**

The Contractor shall not assign or subcontract the whole or any part of this Contract without the City of Garden City's prior written consent.

### **15.0 Amendments in Writing**

No amendments to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

### **16.0 Additional Terms**

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.



### **17.0 Antitrust Actions**

For good cause and as consideration for executing this Contract, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Garden City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Garden City pursuant hereto.

### **18.0 Governing Law**

This Contract shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

### **19.0 Entire Contract**

This Contract constitutes the entire Contract between the parties with respect to the subject matter contained herein; all prior Contracts, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF GARDEN CITY:

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

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

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

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR:

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

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

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

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_