

# REQUEST FOR PROPOSALS

Lawn Care Maintenance Services

Academy for Classical Education

5665 New Forsyth Rd.

Macon, Georgia 31210

PROPOSAL SUBMISSION DEADLINE IS 5:00PM EDT. FRIDAY. APRIL 29, 2016

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## GENERAL INFORMATION AND PROJECT OVERVIEW

### Invitation to Bid

The Academy for Classical Education, Inc., (the "School") a public charter school located in Bibb County, Georgia invites your firm to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder shall be required to enter into a landscape maintenance agreement based on the specifications outlined in this RFP.

### Date of Solicitation

April 11, 2016

### Project Details

Specify date of official solicitation mailing or approval. Specifications sent out three to six months in advance, may result in lower prices. Perhaps the best time to solicit bids for landscape maintenance is during the budgeting process of the year prior to the year of desired service. This will assist the property manager in budgeting for the upcoming years' service and assist the landscape maintenance contractor in planning for the upcoming years' service program.

Project Name: ACE 2016-2017 Lawn Care Maintenance  
Project Address: 5665 Forsyth Rd., Macon, GA 31210

### Proposal Contacts

Provide the name, address, and phone number of the individual, partnership or corporation that owns the project. Correct information is necessary for the protection of all involved parties. Any questions concerning this RFP, and all correspondence must be submitted in writing via USPS or e-mail to the following contact:

Name: Larry Dudney, Chief Operating Officer  
Address: 5665 Forsyth Rd., Macon, GA 31210  
Contact E-Mail: larry.dudney@acemacon.org

Questions may **not** be submitted by telephone. All questions must include: Contractor's name, e-mail and address; Reference to the specific section of the RFP in question; Contact name, telephone number fax number and email address.

Questions from RFP participants and the corresponding response will be shared with all bidders via fax and/or email. All questions shall be received at least 48 hours prior to bid date and time. Questions submitted after that time shall not be addressed.

## SUBMISSION OF PROPOSALS

### SUBMISSION DEADLINE

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. All proposals must be received by **5:00pm EDT on Friday, April 29, 2016**. Bids will be received by hand delivery, common carrier or US Postal Service to the attention of **Larry Dudney** at **5665 New Forsyth Rd, Macon, Georgia 31210** prior to the time and date indicated above.

## **RIGHT OF REJECTION AND MODIFICATION**

All proposals must remain in effect for at least 30 days from submittal. Academy for Classical Education, Inc. has the sole discretion to (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a contract will be made to any firm.

## **CONTRACTOR INFORMATION**

Academy for Classical Education, Inc. may request additional information, references, or presentations in support of proposals. Additionally, Academy for Classical Education, Inc. may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

## **FACILITY EXAMINATION**

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the facility grounds and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

Bidders are encouraged to conduct a self-guided examination of the facility grounds Monday – Friday between the hours of 9am and 3pm. Bidders must check in at the office upon arrival and notify the attendant that they are examining the facility grounds for the purpose of submitting an RFP. Each bidder will be allowed to ask questions and will be provided with property information upon request.

## **PURPOSE OF REQUEST FOR PROPOSAL**

The purpose of this Request for Proposal is to solicit proposals from qualified vendors for lawn care services for Academy for Classical Education, hereafter referred to as the "School".

## **NATURE OF PROPOSAL**

Each interested vendor shall be responsible for the review of information contained herein, other information which may be requested, site visitation as required, and other efforts as necessary for the submission of a comprehensive proposal which will represent the vendor's best offer as a supplier of lawn care services for the School.

Each proposal shall be complete, and it must be outlined and identified by sections of this Request to facilitate evaluation and to prevent evaluators from unnecessary search/arranging materials for evaluation purposes. In the preparation of each proposal attention should be given to the criteria referenced herein which will be used for purposes of evaluation and award determination purposes. Bidders not adhering to this requested proposal format will be disqualified.

## **PROGRAM REQUIREMENTS**

### **a) General**

The contractor shall furnish all management, supervision, equipment, supplies, tools, and other materials as required for lawn care services for the School.

### **b) Level of Cleanliness**

It will be the responsibility of the vendor to provide lawn care services for the individual location(s) in keeping with high standards for an educational institution from the perspectives of

appearance, neatness, public relations, and protection of the physical facility. Therefore, the intent of this proposal request is to approach this matter from a level of appropriate lawn care.

The School may, as a result of budget constraints, change the lawn care maintenance schedule in order to reduce costs.

## **SCOPE OF PROGRAM**

### **GENERAL**

In general, the overall requirement is to provide complete lawn care services as required for the School for all facilities/buildings.

### **SPACE**

Through actual measurements, use of existing drawings and/or other means, it shall be the responsibility of the vendor to verify measurements as deemed applicable for the submission of a proposal.

## **SPECIAL REQUIREMENTS FOR THE SUBMISSION OF A PROPOSAL**

### **QUALIFICATIONS**

Each vendor shall submit evidence of qualifications which would influence the ability to satisfactorily perform the lawn care services defined elsewhere in this document (see evaluation criteria for additional pertinent details.)

Vendor must have been providing lawn care services for a minimum of three (3) years.

Vendors primarily core business should be providing lawn care services to schools or larger institutions.

Vendor must demonstrate ability to manage a school with current references and management expertise.

### **COPIES OF PROPOSAL**

Each proposal shall include three (3) completed separately bound color copies. Submit proposals in a sealed envelope with vendor's name, RFP, and project name clearly indicated. Failure to comply may result in rejection of proposal.

### **FORMAT OF PROPOSAL**

The intent of a prescribed format is to facilitate evaluation by the school members with a minimum of effort and delay. Therefore, submitted proposals must be logically formatted and include information/materials that are clearly marked and separately segregated as required for easy and quick location and identification of that section of this request to which it pertains.

### **ACCEPTANCE/REJECTION OF PROPOSALS**

#### **a) Award**

The contract will be awarded to the qualified vendor whose offer, conforming to the conditions and requirements of this request for proposal will be the most advantageous to the School. The School is not obligated whatsoever to take the lowest cost or price, but rather to accept the proposal with the most balanced plan and approach that benefits all aspects of the School. The school's evaluation of criteria, quality, cost, references and other factors will all be taken into consideration.

The School reserves the right to reject any or all offers and to waive informalities and minor irregularities in proposals received.

This Request for Proposal does not commit the School to contract for any requirements for this solicitation.

A written award or contract furnished to the successful vendor, within the time for acceptance specified in the offer, shall be deemed to result in a binding contract without further action by either party.

Once proposals have been received and reviewed, it is at the sole discretion of the school as to whether a presentation of the proposals by any or all bidders will be necessary. The school will negotiate a best and final offer with the vendor that they select.

**b) Firm Offer**

Each vendor must agree in advance in written form to submit a proposal with cost figures which will be firm for at least one (1) year after the opening of the proposals.

**c) Unit and Total Cost**

Each proposal's costs are to be submitted based on a single total inclusive monthly and annual cost, that includes all grounds within those total inclusive monthly and annual costs.

**NON-COMPLIANCE**

Upon noncompliance of the contract by the contractor for completeness and thoroughness in the duties as judged by the School, the School shall so inform the contractor in writing thereof. The School shall notify the contractor of noncompliance and will reserve the right to have the duties completed by other means. The School shall reduce the contractor's invoice an hourly rate of \$15.00 per man-hour for an amount equal to such time as is required. Noncompliance shall be cause for the School cancellation of this agreement. The contractor shall be given Sixty (60) days' notice of cancellation.

**EVALUATION OF PROPOSALS**

**SCHOOL**

Evaluation of proposals submitted in response to the solicitation will be conducted by officials of the School. In the process of evaluation, the vendor's proposal will be considered in its totality. However, particular attention may be paid to certain aspects of the proposal that the school finds particularly beneficial or enticing to the interests of the school.

During the process of evaluation, the school may need additional information. This need will be communicated through the School and each vendor shall be responsible to respond in written form or by appearance before the school as requested.

**CRITERIA**

Specific criteria must be included with the proposal. Please provide in your proposal clearly marked section headings listed in the order below along with information addressing each item that will be evaluated.

- Executive Summary
- Company Profile and Overview
- Education Client References Including all Contact Information (if Applicable)

- Institutional Client References Including all Contact Information (if Applicable)
- Contractor Responsibilities v. School Responsibilities
- Insurance Coverages (Provide Insurer Name and Coverage Limits)
- Support of Financial Solvency and Stability
- Employee Discipline Procedures
- Quality Control Measures (must be documented and submitted periodically)
- Process for Addressing School Complaints About Quality or Performance
- Standard Inspection Procedures (must be documented and submitted periodically)
- Proposed List of Supplies and Equipment to be Provided by Contractor
- Proposed List of Supplies and Equipment to be Provided by School plus Estimated Costs
- Copy of Sample Agreement Including Proposed Pricing and All Terms (Please see "Responsibilities of Contractor" section for important language inclusion requirements)

### **REQUIRED CONTRACT TERMS**

Proposed contract terms shall reflect the following:

#### **AWARD**

It is the full intent, assuming that satisfactory proposals are received, to award a contract. If an award is made it will be for a one-year period, beginning on the date of the contract, with provisions for three (3) one-year extensions. Extensions will be made based upon the recommendations of the authorized representatives of the School and the vendor. Final approval for any extensions shall be made by the School. In case of extensions, the cost per month which was submitted in the vendor's proposal may be increased or decreased. During extensions this cost figure may be changed in accordance with any change which may have occurred in the United States Consumer Price Index over the preceding twelve months effective 30 days prior to the termination of the contract period in question and not to exceed 5%.

#### **TERMINATION/CANCELLATION**

The School reserves the right to cancel the contract upon sixty (60) days written notice for reasons of non- performance within the terms and conditions of this request for proposal or conditions beyond control, such as inadequate funding. A sixty (60) day "cure period" shall be in place to allow contractor to resolve any problems.

#### **PAYMENTS**

Payment for services received will be made on a monthly basis. After approval the invoice will be forwarded for payment. Payment shall be remitted in accordance with the usual practices and timing of the School but no less than monthly.

#### **INSURANCE**

The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the School before the commencement of any work:

- Commercial/Comprehensive General Liability
  - \$1,000,000 Bodily Injury Per Person
  - \$1,000,000 Bodily Injury Aggregate Limit
  - \$500,000 Property Damage Per Occurrence
  - \$1,000,000 Property Damage Aggregate Limit
- Comprehensive Automobile Liability
  - \$1,000,000 Property Damage Per Occurrence
- Workmen's Compensation and Employers' Liability

- \$500,000 Bodily Injury Per Person
- Umbrella or Excess of Loss Coverage
  - \$10,000,000 Per Occurrence

The bidder will provide an insurance certificate with 21 days after acceptance of contract. The School must have notice of cancellation or change in insurance coverage.

The School shall be named as an additional insured by Endorsement on the vendor's policy as to the subject contract.

#### **ADDENDA**

Any "Addenda" or Instruction to Bidders issued by the School prior to the time for receiving proposals shall be covered in the proposal and, in closing a contract; they shall become a part thereof.

#### **RESPONSIBILITIES OF CONTRACTOR**

The following represent minimum terms and expectations of the stated responsibilities of the Contractor for the project and must be affirmed and acknowledged within the submitted proposal as being part of the proposal using the following statement: ***"[CONTRACTOR NAME] incorporates into this proposal the minimum terms and expectations stated in the Request for Proposal Solicitation Document under the heading "Responsibilities of Contractor" as a part of this proposal."*** Proposals submitted without this acknowledgement shall be deemed incomplete.

##### **a) Personnel**

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management.

Only those personnel who have been properly trained shall be assigned duties under this contract. All personnel shall be dressed in a manner authorized by the contractor. The personnel shall be neat and clean in appearance. No employee who has a criminal record other than minor traffic violations may be assigned duties under this contract. Contractor shall be responsible for the submission of a criminal background record before any employee begins work.

The contractor upon the request of the School shall follow through with any complaints of misconduct by employees with disciplinary actions up to and including immediate termination for inappropriate conduct with students, patrons and School staff or any serious infraction by the employee.

Contractor will pay all taxes pertaining to his employees as required by law. Any employee whose work habits and/or conduct which is deemed objectionable shall be removed from the work force upon request of the authorized the School representative.

##### **b) Safety**

the Contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees and the School's students, staff, and faculty.

#### c) Security

The Contractor shall be responsible for training employees in security requirements of the School, and shall be responsible for the enforcement of the same.

The Contractor shall be responsible for safeguarding against loss, theft, or damage of all School property, materials, equipment, and accessories which might be exposed to the contractor's personnel.

#### d) Employee Instructions

The Contractor shall be responsible for instructing all employees assigned to the School of the following:

- Guns, knives, or other dangerous weapons shall not be allowed on campus. It is a criminal offense to possess a weapon on campus.
- Alcohol and drugs are prohibited on campus.
- Tobacco use (smoking/chewing/etc.) is prohibited on campus.
- Keys, which may be distributed at the beginning of each work period, shall be returned to the appropriate supervisor at the end of each work period. Keys which may be required by the Contractor and employees will be approved by the School and will be controlled by a person to be named after award of contract. In any event the Contractor shall be fully responsible for the security and appropriate use of the keys which may be issued. Additionally, the Contractor shall be fully responsible for the replacement of any keys that are lost and any additional cost resulting due to loss of keys.
- Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by the School).
- When it is determined by law enforcement, security personnel or school personnel that a building has been left unsecured due to negligence on the part of the Contractor or his employee(s), there will be a charge-back of \$1,000.00 against Contractor's monthly billing.

#### e) Supervision

All supervision as required for the execution of those contractual responsibilities assumed by the contractor shall be done by the contractor or his/her designated representative.

#### f) Damage

The Contractor shall be responsible for the repair/replacement to the satisfaction of the School representative of any damage to the facility caused by any employee of the Contractor.

#### g) Equipment, Supplies and Materials

The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the Contractor's responsibility. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. The Contractor must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of the School.

#### h) Training

Contractor must have a training program specifically designed for employees, including training to meet all Local, State, and Federal guidelines where applicable.

#### i) Emergencies

All emergency conditions shall be promptly reported to the School authorized representative.

## OTHER REQUIREMENTS

### CONTRACTOR'S REPRESENTATIVE

A representative of the Contractor shall be appointed within 24 hours after receipt of the contract, and this person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes, etc. this individual shall be someone other than the job supervisor and he/she shall be the sole contact person for routine matters.

### SCHEDULING

All lawn care maintenance scheduling shall be done with a minimum of disruption to normal school functions (approved by School Representative). The following will be the lawn care requirements. The grass will be cut 26 times over the course of the year. The frequency is as follows:

#### Mowing:

January- No cutting	February- 2 Cuttings	March- 2 Cuttings	April- 3 Cuttings
May- 3 Cuttings	June- 3 Cuttings	July- 3 Cuttings	August- 4 Cuttings
Sept- 3 Cuttings	October- 2 Cuttings	November- 1 Cutting	December- No Cutting

Also, there will be weed eating, weed control, spraying of beds with herbicide, trimming of shrubs as needed, clean up/blowing or clippings, grass and trash, weed control, edging, Ornamental pruning, tree trimming, clean up and leaf removal. When needed fire ant pesticide will be broadcast.

### PROGRAM RESPONSIBILITY

The Contractor shall assume full responsibility for the lawn care services program as defined herein on July 1, 2016.

### EMERGENCIES

Contractor shall be available for emergency maintenance services. Emergency work will be determined and authorized by the School. Emergency work will be considered an extra billing and the rate shall be explicitly stated within the proposal.

## QUESTIONS REGARDING THIS RFP

All other questions related to the Request for Proposals should be directed to Academy for Classical Education, c/o Larry Dudney via email [larry.dudney@acemacon.org](mailto:larry.dudney@acemacon.org).