

Wilma Kelly

Purchasing Manager

City of Alexandria

Purchasing Department P.O. Box 71 Alexandria, Louisiana 71309-0071



Office: (318) 441-6180 Fax: (318) 441-6185

Proposals will be received until 2:00 PM Wednesday, June 21, 2023, and opened at the City of Alexandria, Purchasing Department.	City of Alexandria Request for Proposal #1777P Page 1 of 12 Date Specifications Prepared: May 18, 2023		
Bid Bond Requirements: A bid bond or check for <u>N/A%</u> of the total amount of bid. <u>Performance Bond Requirements:</u> In the event bid is accepted, a performance bond shall be required	<u>Please file proposal with the following:</u> <u>Casey Barnes, Senior Buyer</u> City of Alexandria – Purchasing Div. 2021 Industrial Park Road Bldg. WH Alexandria, LA 71303		
in the amount of $N/A\%$.	Phone: 318-441-6162		

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INTRODUCTION

LANDSCAPE MAINTENANCE SERVICES – Upper 3rd Streetscape

It is the intent of the City of Alexandria to secure pricing for landscape maintenance services for **Upper 3**rd **Streetscape**, Alexandria, LA. The work shall consist of furnishing all labor, materials, supplies, equipment and supervision necessary to provide landscape maintenance services as stated in the specifications.

Prices shall remain in effect for a period of twelve (12) months from bid award date. Contingent upon the availability of funds, and the ability of the Contractor to honor the prices, the City reserves the right to renew the existing contract for an additional twelve (12) month period.

All bid prices shall include any and all freight charges.

Proposals will be evaluated by adding the base year price to the renewal year price to determine the best overall price to the City. However, only the base year will be awarded initially.

Questions or clarifications of bid specifications are to be in written form only, either mailed, emailed or faxed to the attention of <u>Darren Green, City of Alexandria Landscape Architect,</u> PO Box 71 Alexandria, LA 71309-0071; Fax: 318-441-6377; email <u>darren.green@cityofalex.com</u>; and must be received by <u>4:00PM CDT, Thursday, June 8, 2023</u>.

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. Pursuant to LA R.S 38:2212.1. C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.

2. Pursuant to LA R.S. 38:2212 B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.

3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.

4. Each bidder shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.

5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.

6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.

7. Pursuant to LA R.S. 38:2212 F., the bid specifications may contemplate a fixed escalation or deescalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the City.

8. Pursuant to LA R.S. 38:2212.1. F., any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statures of 1950, R.S. 39:1701 et seq.

9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)

10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.

11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.

General Conditions for Bidders - Please Read Carefully (Continued)

12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.

13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.

14. Cash discounts may be accepted, but <u>SHALL NOT</u> be considered in making award.

15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.

16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.

17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.

18. The City of Alexandria is exempt from all sales taxes. A sales tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.

19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.

20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:

(a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;

(b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or

(c) By satisfactory completion of all services and obligations described in the contract.

General Conditions for Bidders - Please Read Carefully (Continued)

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. <u>Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B.(5)(a)(b)(c) (see Item #22 below).</u>

22. <u>All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be</u> signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 B.(5)(a)(b)(c), which states:

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

General Conditions for Bidders - Please Read Carefully (Continued)

23. In-State preferences shall not apply to procurements involving federal funds.

24. Pursuant to LA R.S. 38:2212 O.(2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the City of Alexandria's website (<u>www.cityofalexandriala.com</u>) and posted on Central Bidding's website (<u>www.centralauctionhouse.com</u>) if applicable.

25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the *Master Agreement*, to include all applicable federal clauses.

a. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website, at <u>www.sam.gov/portal/sam</u>, under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.

26. Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. Inquiries about the *AFEAT* Program should be directed to the Division of Finance. As a part of its RFP response, each Bidder <u>shall</u> submit documentation of its bona fide effort to secure subcontractors that meet the City's AFEAT goals. Each bidder <u>shall</u> also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

Alexandria Fairness, Equality, Accessibility and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program), participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.
- B. Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.
- C. Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.
- D. Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business Incubator, and the Entrepreneurial League System.
- E. Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit <u>www.diversityinaction.org</u>. Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

As a part of its RFP response, each Bidder *shall* submit documentation of its bona fide effort to secure subcontractors that meet the City's AFEAT goals. Each bidder *shall* also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

Sincerely,

City of Alexandria

INSURANCE: Bidder shall furnish, attached to the bid document, a current copy of his Certificate of Insurance indicating limits of General Liability, Automobile Liability and Worker's Compensation in force at the time of the bidding. Evidence of reliable insurance to fully indemnify against long-term liabilities shall be part of the evaluation criteria for award of this bid. Certificate of Insurance shall have a General Liability Aggregate of Four Million (\$4,000,000) Dollars and a per person/per occurrence of Two Million (\$2,000,000) Dollars. Automobile Liability will have a Combined Single Limit of Two Million (2,000,000). Also on the Certificate, the City shall be named as an "additional insured" and a waiver of subrogation in favor of the City of Alexandria. On the Certificate of Insurance under Worker's Compensation, it shall state that "This is a <u>standard Worker's Compensation Policy</u>", with statutory limits. Cancellation of any Certificate of Insurance should require sixty (60) days notice to the City of Alexandria, but under no circumstances less than thirty (30) days notice. Also, the following wording must be removed before acceptance of the Certificate: "Endeavor to" or "But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." Certificate holder shall be the City of Alexandria, P.O. Box 71, Alexandria, LA 71309-0071, Attention: Purchasing Manager.

<u>CITY OF ALEXANDRIA SPECIFICATIONS FOR:</u> LANDSCAPE MAINTENANCE SERVICES – Upper 3rd Streetscape

BID SPECIFICATIONS

SECTION 1 – GENERAL REQUIREMENTS

1.1 LOCATION OF WORK

Upper 3rd Street

1.2 SCOPE OF WORK

The work consists of furnishing all labor, materials, supplies, equipment, and supervision necessary to provide landscape maintenance services. The work shall include but not be limited to:

1. Trees: pruning, fertilization, mulching, insect / disease control, weed control, and irrigation.

1.3 QUALIFICATIONS

Contractor shall have a Landscape Horticulturist License and a Commercial Pesticide Applicators License for Ornamental and Turf Pest Control (Category 3).

1.4 INSURANCE

See Page 7 for Insurance Requirements.

1.5 INDEMNITY

Contractor agrees to indemnify and hold harmless the City of Alexandria from and against any and all claims for bodily injury or property damage arising out of the course of work performed by or on behalf of the contractor.

1.6 SITE CONDITIONS

Contractor shall inspect the entire project site to become familiar with the maintenance requirements and growth habits of existing plant materials. Prior to commencement of the work, Contractor shall advise Landscape Architect of any existing conditions that may negatively affect the initiation of the project.

1.7 MAINTENANCE SCHEDULE

Contractor shall submit to the City of Alexandria, a planned schedule of work proposal. This schedule shall indicate the dates and times of regular scheduled service visits for the period of the contract.

1.8 PUBLIC RELATIONS

The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference and annoyance to the public.

1.9 GUARANTEE

Contractor shall replace immediately, at his expense, any plant material on the project site that dies as a result of neglect by the Contractor.

1.10 WORK SCHEDULE

Maintenance services shall be provided on a routine basis, during daylight hours.

BID SPECIFICATIONS

SECTION 1 – GENERAL REQUIREMENTS (Continued)

1.11 EMPLOYEE QUALIFICATIONS

The Contractor shall provide an English speaking supervisor who is fully trained in all maintenance responsibilities for the contract areas. This supervisor shall be equipped with a mobile phone to enable immediate contact by the City Representative at all times.

1.12 PERIOD OF CONTRACT

This agreement will commence on or about July 2023 and will terminate July 2024, and will be subject to renewal on a one-year renewal. This contract may be terminated by either party hereto upon a thirty-day written notice.

1.13 PAYMENT

Payment for basic services under this Contract shall be made to Contractor in (12) twelve equal monthly payments. Payment for those not part of the regular scheduled services will be made in the month following the performance of the service.

1.14 ACCEPTANCE OF WORK

The final acceptance of all Work relating to this Contract shall be by the City of Alexandria Landscape Architect, Darren Green.

1.15 DAMAGES

The Contractor shall exercise due care during the performance of work in protecting from damage all existing site elements, facilities, structures, and utilities both above and below ground on the City's property. Any damage to City property deemed to be caused by the Contractor shall be corrected at the Contractor's expense.

1.16 PENALTIES

In the event that the City determines there are deficiencies in the Contractors work, the Contractor shall be notified in writing of the deficiencies and corrective action required. Should the Contractor fail to correct deficiencies within the stated time frame, The City may exercise one of the following measures:

- a. Withhold the entire or partial payment.
- b. Utilize City forces, or an alternate source, to correct the deficiencies and deduct from the Contractor's payment the total cost, including reasonable City overhead.

1.17 SAFETY STANDARDS

The Contractor shall perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work.

None of the provisions of these specifications are intended to nor shall be construed to create any duty or responsibility on the City of Alexandria to provide or enforce safety requirements for the Contractor.

BID SPECIFICATIONS

SECTION 1 – GENERAL REQUIREMENTS (Continued)

1.18 ACCEPTANCE OF WORK

The final acceptance of all Work relating to this Contract shall be by the City of Alexandria Landscape Architect, Darren Green.

1.19 COMMUNICATION

All communication, written or verbal, in reference to the Work under this Contract shall be sent to:

Darren Green, ASLA Landscape Architect City of Alexandria 625 Murray Street Phone: 441-6060 Cell: 446-2342 Fax: 441-6377 E-mail: darren.green@citvofalex.com

1.20 WATER

Water is not provided by the City for Contractor's use.

1.21 SITE VISIT

Contractor shall visit the site to become generally familiar with the location, scope, and condition of work prior to submitting bid for the work. Failure to do so will not exempt the Contractor for responsibility for unseen work conditions.

SECTION 2 – PRODUCTS

2.1 FERTILIZERS

(Types as indicated under Section 3 – Execution)

2.2 HERBICIDES

(Types as indicated under Section 3 – Execution)

2.3 MULCH

(Types as indicated under Section 3 – Execution)

BID SPECIFICATIONS

SECTION 3 – EXECUTION

3.1 **TREES**

- A. Pruning: Periodic tree pruning shall be done as necessary to remove suckers and water sprouts, as well as any dead, diseased or broken branches.
 - 1. Major Pruning shall be done in February of each year. This pruning shall have two goals:
 - a. Remove any unhealthy, structurally unsound, crossing, or otherwise undesirable branches from the tree.
 - b. Maintain formal and uniform appearance.
- B. Fertilization:
 - 1. All trees shall be fertilized in February of each year with a complete slow release fertilizer that contains at least 50% of the available nitrogen in time-release form.
 - 2. Fertilizer should be applied at the manufacturer's recommended rate evenly broadcast under the entire canopy of the tree.
- C. Mulching:
 - 1. A four inch (4") layer of wood mulch shall be maintained within the entire median island. Note that existing mulch applies toward the total mulch depth.
 - 2. Apply mulch once every other year.
- D. Watering:

Contractor shall manually water all trees not irrigated by an automatic irrigation system with an adequate amount of water at a frequency that will insure plant survival.

- E. Insect and Disease Control:
 - 1. Contractor shall inspect trees for insect and/or disease infestations once per week throughout the contract period.
 - 2. The recommended treatments for insect and/or disease infestations shall be submitted for review by the City of Alexandria Urban Forester prior to the application of any chemicals.
 - 3. Any trees damaged or killed as a result of improper application of pesticides shall be replaced with like material at the Contractor's expense.

4. This service is not part of the regular monthly maintenance contract and should not be included in the Base Bid. Approved work under this section shall be billed in the month following the performance of the service.

- F. Weed Control:
 - 1. Weeds shall be removed from all mulched areas at a frequency that will allow weeds to grow no more than 6 inches horizontally or vertically. The entire weed including the roots shall be removed.

<u>CITY OF ALEXANDRIA SPECIFICATIONS FOR:</u> LANDSCAPE MAINTENANCE SERVICES – Upper 3rd Streetscape

PRICE PAGE

The following is my price to furnish all labor, materials, supplies, equipment, and supervision necessary to provide landscape maintenance services, in strict accordance with all general requirements and specifications listed herein.

Price for period for July 2023 through July 2024	\$		Per Month
<u>Renewal</u>			
Price for period for July 2024 through July 2025	\$		Per Month
Copies of required licenses and insurance certificate	attached:	Yes	No
<u>Bidder Information</u> :			
Company Name:			
Address:			
City/State/Zip:			
Telephone #: ()			
Email:			
Authorized Printed Name and Title:			
Authorized Signature:			
(Per LA R.S. 38:2212 B. (5)(a)(b)(c) - See General Conditions Item #2	2, Page 4 of these bi	d specifications	

