

INVITATION FOR BIDS

IFB #3160001698

To Provide: **Lawn & Landscaping Services**

For: **Museum District Grounds**

Issue Date: 09/07/2017

Pre-Proposal Conference: 09/15/2017, 2:00 p.m., 13th Floor Woolfolk Building



Office of Capitol Facilities

Department of Finance and Administration

501 North West Street, Suite 2001-A

Jackson, MS 39201

Contact

Alison Bradford, Bureau Director

Phone: (601) 359-5066

Fax: (601) 359-2875

E-Mail: Alison.Bradford@dfa.ms.gov

Bids Due: 10/06/2017 at 2:00:00 p.m.

SECTION 1

1.1 Bid Acceptance Period

The Original shall be signed and submitted in a sealed envelope or package to 501 North West Street, Suite 2001-A, Jackson, MS 39201 no later than the time and date specified for receipt of bids. Timely submission of the bid is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the IFB number to prevent premature opening by the Office of Capitol Facilities. The time and date of receipt will be marked on the outside of the envelope or package by the Office of Capitol Facilities. Failure to submit bid on the bid form provided or to include required documents may be cause for rejection of the bid as non-responsive. The Office of Capitol Facilities may, but is not obligated to, consider the omission of any information requested as an informality, or irregularity, when in their opinion the omitted information does not alter the amounts contained in the submitted bid, or place other bidders at a disadvantage.

1.2 Timeline

- Invitation for Bid (IFB) Issue Date: 09/07/2017
- Pre-Bid Conference Date: 09/15/2017, 2:00 p.m. CST
- Questions to Office of Capitol Facilities: 09/21/2017, 5:00 p.m. CST
- Anticipated Posting of Written Answers to Questions: 09/28/2017, 5:00 p.m. CST
- Bid Package Submission Deadline: 10/06/2017, 2:00 p.m. CST
- Anticipated Notice of Intent to Award: 10/09/2017, 5:00 p.m. CST
- Anticipated Post-Award Debriefing Request Date: 10/12/2017, 5:00 p.m. CST
- Post-Award Debriefing Held By Date: 10/13/2017, 5:00 p.m. CST
- Protest Deadline Date: 10/16/2017, 5:00 p.m. CST

1.3 Expenses Incurred

The Office of Capitol Facilities accepts no responsibility for any expense incurred by the bidder in the preparation or presentation of a bid. Such expenses shall be borne exclusively by the bidder.

1.4 Bid Form

All pricing must be submitted on the bid form (Attachment A). Failure to complete and/or sign the bid form may result in the bidder being deemed nonresponsive. The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission and agrees to all contract terms and conditions in the attached proposed form of contract (Attachment F). No oral bids will be considered.

1.5 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.6 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.7 Additional Information

Questions about the contract portions of the procurement shall be submitted in writing to Judy Miller by Mail at 501 North State Street, Suite 1301-B, Jackson, MS 39201, or by E-Mail at judy.miller@dfa.ms.gov. Questions concerning the technical portions of the procurement document should be directed to Alison Bradford by Mail at 501 North State Street, Suite 2001-A, Jackson, MS 39201, by Fax: (610) 359-2875, or by E-Mail at Alison.Bradford@dfa.ms.gov. Vendors are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement documents shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement documents.

1.8 Form of Contract

Contract shall be a firm fixed-price agreement Department of Finance and Administration Personal Services Contract (Attachment F).

SECTION 2

2.1 Purpose

The Department of Finance and Administration, Office of Capitol Facilities is seeking to establish a contract for Lawn and Landscaping Services at the Museum District in Jackson, Mississippi. It is understood that any contract resulting from IFB #3160001698 requires approval by the Personal Services Contract Review Board. If any contract is not so approved, it is void and no payment shall be made.

2.2 Scope of Services

The work shall consist of lawn and landscaping maintenance services at the Museum District which includes the grounds adjacent to the Mississippi Museums, William Winter Building, Winter Central Mechanical Plant, and the Old Capitol Green area consisting of the War Memorial Building, Old Capitol, and Charlotte Capers Office Building on a scheduled basis. Alternate pricing shall be provided to additionally include such services at GM&O Depot, Naval Reserve Record Center, and Central High School grounds on a scheduled basis. All work of this contract shall be performed under the direct supervision of experienced and qualified Vendor personnel.

2.2.1 Winter / Museums Grounds

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by the Department of Finance and Administration, Office of Capitol Facilities in Jackson, Mississippi as defined in Figure 1-1 of the *Winter Building and Two MS Museums Landscape Management Plan* (Attachment D). All work as defined and scheduled in Sections 3, 4, and 5 including Appendix A of this *Landscape Management Plan* shall be included with the following modifications:

- Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
- Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
- Regular Tree Pruning as defined in 5.4.1 shall be included, however; Tree Removal, Bolting or Cabling is excluded.
- Lawn Irrigation as defined in 5.1.1 will be addressed by the Office of Capitol Facilities and is therefore excluded, however; it shall be the responsibility of Vendor to alert promptly of any condition of under or over-watering due to malfunction, disrepair or improper scheduling of irrigation systems.
- Riding lawn mowers and other heavy wheeled vehicles shall not be used on lawn at structure. Mowing on structure shall be limited to no more than 22" walk behind mower. Clippings shall be bagged and hauled off at this location. Non-structure lawn areas immediately adjacent thereto shall be similarly mowed to maintain consistent appearance.

2.2.2 Old Capitol Green Grounds

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by the Department of Finance and Administration, Office of Capitol Facilities in Jackson, Mississippi as defined in Figure 1-1 of the *Old Capitol Green Landscape Management Plan* (Attachment E). All work as defined and scheduled in Sections 3, 4, and 5 including Appendix A of this *Landscape Management Plan* shall be included with the following modifications:

- Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
- Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
- Regular Tree Pruning as defined in 5.4.1 shall be included, however; Tree Removal, Bolting or Cabling is excluded.
- Lawn Irrigation as defined in 5.1.1 will be addressed by the Office of Capitol Facilities and is therefore excluded, however; it shall be the responsibility of Vendor to alert promptly of any condition of under or over-watering due to malfunction, disrepair or improper scheduling of irrigation systems.

2.2.3 GM&O Depot / Naval Reserve Record Center Grounds (ALTERNATE #1)

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by the Department of Finance and Administration, Office of Capitol Facilities in Jackson, Mississippi that is bounded by North Lamar Street to the west, East Griffith Street to the north, North West Street to the east, and by private property to the south. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A & B of the *Old Capitol Green Landscape Management Plan* with the following modifications:

- Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.

- Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
- Vendor shall obtain soil testing of grounds to verify recommended fertilization types and amounts required prior to first application per schedule.
- Lawn Irrigation work as defined in 5.1.1 is excluded.

2.2.4 Central High School Grounds (ALTERNATE #2)

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by the Department of Finance and Administration, Office of Capitol Facilities in Jackson, Mississippi that lies between the Old Capitol Green area to the west and Jefferson Street to the East. This area includes the gravel parking lot and grounds south of the Mississippi Department of Agriculture and Commerce (MDAC), but not the MDAC Office Building, the MDAC parking lots to the east and west of the MDAC Office Building or the drive connecting these two lots. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A & B of the *Old Capitol Green Landscape Management Plan* with the following modifications:

- Weed Removal, utilizing physical removal and/or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
- Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
- Vendor shall obtain soil testing of grounds to verify recommended fertilization types and amounts required prior to first application per schedule.
- Lawn Irrigation work as defined in 5.1.1 is therefore excluded.

2.2.5 Service Hours

Regular working hours shall be Monday thru Friday from 7:00 a.m. through 5:00 p.m. excluding State Holidays. Work may also be restricted at times due to events scheduled for the grounds. The Office of Capitol Facilities will provide advance notice of such events no less than 30 days in advance of each event.

2.3 Term

The term of contract shall be for a period of 3 years. Upon written agreement of both parties at least 90 days prior to the end of the contract time, the contract may be renewed by the Department of Finance and Administration, Office of Capitol Facilities for additional successive one-year periods under the same prices, terms and conditions as in the original contract subject to approval by PSCRB. The total number of renewal years permitted shall not exceed two.

SECTION 3

3.1 Insurance

The successful vendor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The Department of Finance and Administration, Office of Capitol Facilities reserves the right to request from carriers, certificates of insurance regarding the required coverage.

3.1.1 Workers' Compensation – as required by the State of Mississippi

3.1.2 Comprehensive General of Commercial Liability

Provide at least \$500,000 each occurrence for bodily injury, personal injury, accidental death, and property damage with the State of Mississippi added as an additional insured.

3.1.3 Motor Vehicle Liability Insurance

Provide covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$500,000 per occurrence for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons with the State of Mississippi added as an additional insured.

3.1.4 Motor Vehicle Property Damage

Provide covering all property damage by vehicle with limits of \$250,000 with the State of Mississippi added as an additional insured.

SECTION 4

4.1 Bid Evaluation

Bids will be evaluated and awarded to the lowest responsive, responsible Vendor meeting all mandatory minimum requirements as follows:

4.1.1 Responsive Bidder

Bidder must submit bid including Bid Form and all required Attachments which conforms in all material respects to this Invitation for Bids IFB #3160001698, as determined by the Department of Finance and Administration, Office of Capitol Facilities.

4.1.2 Nonconforming Terms and Conditions

A bid response that includes submission of terms and conditions in addition to or proposed as modifications to those included in this solicitation shall constitute a conditional bid and subject to rejection as nonresponsive. The Department of Finance and Administration, Office of Capitol Facilities reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its bid prior to determination of responsiveness of bidder.

4.1.3 Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.4 Bid Submission Format

The Quote package must be sealed and must contain the following:

- Bid Form (**Attachment A**)
- Certifications and Assurances (**Attachment B**)
- References (**Attachment C**)

4.1.5 Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by the Department of Finance and Administration, Office of Capitol Facilities. Bidder shall also meet the following minimum qualifications in order to be deemed responsible:

4.1.5.1 Previous Experience

Bidder shall document a minimum of five years of successful previous experience providing similar services at one or more properties of comparable size. Include contact reference(s) including acreage of property maintained for validation of such experience on References Form (Attachment C). All information received from those clients, if contacted, must verify that a high level of satisfaction was provided in that service trade.

4.1.5.2 Required Licenses

Mississippi law regulates the professional services to perform some of the tasks that will be necessary to perform the work of this contract. Bidder shall document on Certifications and Assurances Form (Attachment B) individuals with Bidder's company holding the licenses required and represent that such licenses shall be maintained throughout the contract term.

4.1.5.3 Supervision

Bidder shall provide experienced and qualified personnel who will be present at all times during performance of any and all work of this contract. Such personnel shall be made available for a regularly scheduled monthly progress meeting with representatives of the Office of Capitol Facilities and primary tenant, the Mississippi Department of Archives and History. Bidder shall document on Certifications and Assurances Form (Attachment B) that Bidder has and will provide appropriate personnel will be provide same throughout the contract term.

4.2 Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

4.3 Notice of Intent to Award

Notice of Intent to Award, subject to approval of PSCRB, shall be made to the winning bidder in writing and shall be posted on the Department of Finance and Administration website within three days of receipt of bids.

4.4 Contract Management

If the Contractor fails to adhere to the Lawn and Landscaping services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Owner will inform the Contractor, and the Contractor shall complete corrective action up to and including replacement of Contractor Staff assigned within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Owner may terminate the contract without further obligation to the Contractor.

SECTION 5

5.1 Post-Award Vendor Debriefing

A responding vendor, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Executive Director of the Department of Finance and Administration within three (3) business days of notification of intent to award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a vendor prefers to have legal representation present, the vendor must notify the Executive Director in writing at the time of request and identify its attorney by name, address, and telephone number. The Department of Finance and Administration will schedule any debriefing at which vendor will have legal representation present at a time when a representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Personal Service Contract Review Board's Rules and Regulations*.

5.2 Protest of Award

Any actual or prospective responding vendor or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Proposals may file a protest with the Department of Finance and Administration Purchasing Director. The protest shall be submitted on or before 5:00 p.m. CST, October 16, 2017, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the responding vendor or an individual authorized to sign contracts on behalf of the protesting responding vendor, and contain a statement of the reason(s) for protest, citing the law(s), rule(s), or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of

the specific basis for the protest. The protesting responding vendor must provide facts and evidence to support the protest. A protest is considered filed when received by the Purchasing Director via either U.S. mail, postage prepaid, or personal delivery. Protests filed after 5:00 p.m. CST, October 16, 2017 will not be considered.

5.3 Contract Terms and Conditions

Contract terms and conditions shall be limited to those as included in the Department of Finance and Administration Personal Services Contract (Attachment D).

5.4 Mississippi Contract / Procurement Opportunity Search Portal

This Request for Proposals, and the questions and answers concerning this Request for Proposals, are posted on the Mississippi Contract / Procurement Opportunity Search Portal.

ATTACHMENT A
BID FORM
FOR
LAWN AND LANDSCAPING SERVICES

I propose to complete all work included in the scope of work identified in the Invitation for Bids for the specified term of 3 years for the sum of:

BASE BID:

\$ _____ PER YEAR X 3 YEARS FOR A TOTAL OF: _____ Dollars
(\$ _____) (written out carries) for the 3 YEAR TERM

Base bid above shall include the provision of these services at the Winter / Museum and Old Capitol Green areas.

ALTERNATE #1 (GM&O Depot / Naval Reserve Record Center Grounds):

I propose to complete all work included in the scope identified in the Invitation for Bids for the specified term of 3 years at the GM&O Depot / Naval Reserve Record Center Grounds for an additional:

\$ _____ PER YEAR X 3 YEARS FOR A TOTAL OF: _____ Dollars
(\$ _____) (written out carries) for the 3 YEAR TERM

ALTERNATE #2 (Central High School Grounds):

I propose to complete all work included in the scope identified in the Invitation for Bids for the specified term of 3 years at the Central High School Grounds for an additional:

\$ _____ PER YEAR X 3 YEARS FOR A TOTAL OF: _____ Dollars
(\$ _____) (written out carries) for the 3 YEAR TERM

ADDENDA ACKNOWLEDGMENT: (if any)

No. _____
No. _____

No. _____
No. _____

ACCEPTANCE:

I certify that I have thoroughly read, understand, and agree to all provisions of this Request for Proposals and the attachments herein, that the company meets all requirements and acknowledges all certifications herein, has, or will secure, all applicable personnel who shall be qualified to perform the duties required to be performed, and will perform, without delay, the services required at the prices quoted, and am authorized to enter into a binding contract if this proposal is accepted.

Signature: _____ Date: _____

Name / Title: (Printed) _____

Name of Business: _____ (as recorded at the Secretary of State)

Physical Street Address: _____

City/State/Zip: _____

Mailing Address: (if different) _____

City/State/Zip: _____

ATTACHMENT B
CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding and that the truthfulness of the facts affirmed herein and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by signing below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Vendor represents that it has not retained any person or agency upon an agreement or understanding for a commission, percentage, brokerage, fee or other contingent arrangement to secure this contract.

2. REPRESENTATION REGARDING GRATUITIES

Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Services Contract Review Board Rules and Regulations.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Vendor or competitor relating to those prices, intention to submit a Quote, or the methods or factors used to calculate price.

4. REPRESENTATION REGARDING REQUIRED LICENSES

Vendor represents that it has all applicable licenses and will maintain such licenses throughout the contract term. Such licenses include, but are not necessarily limited to the following:

- Horticultural Pest Control Licensee Name: _____ Expires: _____
- Horticultural Weed Control Licensee Name: _____ Expires: _____
- Landscape Horticulturalist Licensee Name: _____ Expires: _____
- Tree Surgery Licensee Name: _____ Expires: _____

5. REPRESENTATION REGARDING REQUIRED SUPERVISION

Vendor represents that it has and will provide experienced and qualified supervisory personnel who will be present at all times during performance of any and all work of this contract. Such personnel shall be made available for a regularly scheduled monthly progress meeting with representatives of the Office of Capitol Facilities and primary tenant, the Mississippi Department of Archives and History.

Signature: _____ Date: _____

Name/Title: (printed) _____

ATTACHMENT C
REFERENCES

Reference #1:

Client Name / Location / Acreage: _____

Services Provided: _____

Dates of Service: _____

Contact:

Name: _____

Phone: _____ E-Mail: _____

Reference #2:

Client Name / Location / Acreage: _____

Services Provided: _____

Dates of Service: _____

Contact:

Name: _____

Phone: _____ E-Mail: _____

Reference #3:

Client Name / Location / Acreage: _____

Services Provided: _____

Dates of Service: _____

Contact:

Name: _____

Phone: _____ E-Mail: _____

The vendor may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Department of Finance and Administration will begin contacting references at the top of the list and will continue down the list until at least three contacts have been reached.