

Amendment Number 2
Lawn and Landscaping Services
RFx#: 3160004103

The Office of Procurement and Contract, through this Amendment Number 2, modifies RFx# 3160004103, Lawn and Landscaping Services Invitation for Bids issued on January 21, 2021. The following Sections of the IFB are hereby modified:

1. **Section 3, Scope of Services** is modified to add the Sillers/Gartin Block to the list of properties to be bid as an alternate property under this IFB.
2. Additionally, **Section 3.7, Sillers/Gartin Block**, is added to the Scope of Services:

3.7 Sillers/Gartin Block (Alternate)

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 operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi that is bound by North West Street to the west, George Street to the north, North President Street to the east, and High Street to the south. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A and B of the Old Capitol Green Landscape Management Plan (Appendix E) with the following modifications:

1. Weed Removal, utilizing physical removal, pre-emergent, or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
3. Pruning, mulching and root treatment of trees as defined in 5.4.1 thru 5.4.3 of the *Landscape Management Plan* (Appendix E) shall be excluded.
4. Contractor shall obtain soil testing of grounds to verify recommended fertilization types and amounts required prior to first application per schedule.
5. Lawn Irrigation work as defined in 5.1.1 is excluded.
6. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix E, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-

growing periods, however; frequency during non-growing periods may be reduced to that required to provide a consistent appearance.

7. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or otherwise removed from site.
 8. Mulching of shrubs and shrub beds as referred to in 5.3.1 of the *Landscape Management Plan* (Appendix E) shall be included. Pine straw shall be utilized. Mulching shall be performed once each year at the direction of the DFA.
 9. The recommendation against the use of post-emergent herbicide referred to in 5.1.2.2 of the Landscape Management Plan (Appendix E) shall not apply. The schedule of pesticide application shall be revised from that indicated in 4.1 to as follows:
 - a. Pre-emergent and post-emergent herbicides shall be applied in February and October.
 - b. Post-emergent herbicides shall be applied in May.
 10. Soil tests and the application of lime referred to in 5.1.1 Fertilization of the *Landscape Management Plan* (Appendix E) shall be excluded.
 11. All schedules indicated in 4.1 of the *Landscape Management Plan* (Appendix E) are subject to modifications by DFA to accommodate prevailing weather conditions.
3. Delete the last line of Section 4.9, Bid Evaluation, and replace with the following:

After a determination that respondents meet the Minimum Qualifications, the contract for the main properties will be awarded to the responsive and responsible Bidder whose bid was submitted the lowest bid in the format required. The DFA reserves the right to negotiate with the selected Bidder to contract for lawn and landscaping services at the alternate property at the price included in the Bid.

This Amendment Number 2 also modifies, Appendix B, Bid Form. All respondents should use the attached Appendix B (Modified Bid Form) when submitting their bids. Failure to complete and/or sign the bid form may result in the Bidder being determined nonresponsive.

4. Appendix F, Map, is also hereby updated. The updated map includes the additional sites added to the Scope of Services.

As stated in Section 1.6, Acknowledgment of Amendments of the Invitation for Bids: “Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission”.

Receipt of Amendment Number 2 Acknowledged:

Company: _____

By: _____

Printed: _____

Title: _____

Appendix B – Modified Bid Form

Company Name: _____

| BID | | | | | | |
|--|--------|--------|--------|--------|--------------|---------|
| Bid shall include the provision of services at the Museum District (grounds adjacent to the Mississippi Museums, the William Winter Building, the Winter Central Mechanical Plant), the Old Capitol Green area (War Memorial Building, the Old Capitol, and the Charlotte Capers Office Building), the GM&O Depot/Naval Reserve Record Center (including the Jefferson Street Parking Lot); the Central High School Grounds, and the Joseph Properties on a scheduled basis. | | | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | 4-Year Total | Year-5* |
| Annual Cost | \$ | \$ | \$ | \$ | | |

**Optional renewal year*

| BID FOR ALTERNATE LOCATION | | | | | | |
|---|--------|--------|--------|--------|--------------|---------|
| Bid shall include the provision of services at the following alternate location: the Sillers/Gartin Block on a scheduled basis. | | | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | 4-Year Total | Year-5* |
| Annual Cost | \$ | \$ | \$ | \$ | | |

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That the Bidder has thoroughly read and understands the IFB, Appendices and Attachments thereto;
2. That the Bidder meets all requirements and acknowledges all certifications contained in the IFB, Appendices and Attachments thereto;
3. That the Bidder agrees to all provisions of the IFB, Appendices and Attachments thereto including, but not limited to, the Draft Contract (Appendix G);
4. That the Bidder has read the attached Draft Contract (Appendix G) and agrees to sign a similar contract;
5. That the Bidder has read the required clauses indicated by the blue, italic font in the attached Draft Contract (Appendix G) and agrees to sign a contract containing those clauses without modification;
6. That the Bidder will perform the services required at the prices quoted above;
7. That the Bidder has submitted copies of the required licenses as referenced on Appendix A, Bid Cover sheet;

8. That the Bidder has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in Section 2, Minimum Qualifications and should Bidder be awarded the contract, will add the State of Mississippi as an additional insured;
9. That the pricing submitted will remain firm for the contract term; and,
10. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
11. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
12. NON-DEBARMENT - By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids 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 or federal government.
13. INDEPENDENT PRICE DETERMINATION - The Bidder 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 Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
14. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
15. REPRESENTATION REGARDING CONTINGENT FEES - The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
16. REPRESENTATION REGARDING GRATUITIES - The Bidder, offeror, or contractor 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 Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.
17. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.
18. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

Signature: _____

Date: _____