CITY OF COMMERCE

ADDENDUM #1

RFP 25-005

LANDSCAPING SERVICES

This addendum is being issued to address questions based on RFP 27-005:

1. Incumbent Information: Is this a new municipal requirement, or is there an incumbent vendor currently performing these landscaping services? If an incumbent exists, could you please provide their company name and the approximate annual value of the current contract?

Based on the publicly available procurement materials, this is not new. The City's vendor requirements focus on items such as W-9 forms, E-Verify compliance, and solicitation-specific proposal requirements. Incumbent information may be acquired by visiting www.commercega.gov and completing an Open Records Request.

2. Historical Scope Adjustments: Have there been any recurring ad-hoc or supplemental landscaping task orders requested outside of the routine maintenance listed in Attachment A over the past 12 months?

The City's bid documents and public bid listings do not appear to include a summary of historical change orders, extra work authorizations, or supplemental landscaping requests. There have been occasions when tasks or projects arise and the City, ask the Contractor if they could perform the work in question. All and all additional projects will be requested in writing and agreed upon by both parties.

3. What are the estimated maintained acres or linear feet for Jefferson Road and Homer Road, including required mowing widths?

The estimated maintained acreage and/or linear footage for Jefferson Road and Homer Road, including the required mowing widths, can be found on the project maps provided in the bid documents. Contractors should use maps to determine the limits of maintenance and calculate the associated acreage or linear feet for their bid. No separate estimate will be provided.

4. Are contractors required to furnish and replace seasonal flowers, shrubs, mulch, and other planting materials, or only maintain existing beds?

Contractors are required to maintain all landscaped areas included within the contract

limits. The scope includes maintaining existing beds and landscape features in accordance with the specifications. Any seasonal flowers, shrubs, mulch, or other planting materials will be purchased by the City unless otherwise specified in additional project agreements.

5. What is the expected number of fertilizer and herbicide treatments annually?

The contractor is expected to provide weed control and fertilization as necessary to maintain the landscaped areas in a clean, professional appearance. Pricing should include all materials for fertilization and weed control as part of the contractor's all-inclusive proposal. Specifically, the scope states that the vendor shall “control weeds and fertilize turf as necessary,” and the cost proposal must include “materials for fertilization and weed control.” Therefore, contractors should determine the number and frequency of treatments needed based on industry standards and the maintenance requirements of the sites.

6. Is traffic control required for roadway maintenance, and must the contractor furnish it?

Traffic control is required whenever the contractor's operations impact traffic or create a potential hazard to motorists, pedestrians, or workers. The contractor shall be responsible for furnishing, placing, and maintaining, and removing all necessary traffic control devices needed to safely perform the work and comply with applicable safety requirements.

7. Can the City provide a standard price sheet for each service location?

No, the City will not provide a standard price sheet by service location. Contractors are responsible for reviewing the bid documents, maps, and site locations and submitting their own pricing based on the scope of work and level of effort required. Proposals should include all labor, equipment, materials, transportation, traffic control (if required), and any other costs necessary to perform the services described in the contract. Contractors may develop their own pricing worksheets or schedules as needed to support their proposal.

8. Will the contract be paid for in 12 equal monthly installments regardless of seasonal reductions in visits?

Yes. The contract is intended to be paid in twelve (12) equal monthly installments over the term of the agreement. Contractors should account for seasonal variations in mowing frequency, flower rotations, pruning, and other maintenance activities when developing their pricing. Monthly payments will not be adjusted based on the number of visits made in a particular month, provided the contractor meets the required scope of services throughout the year.

9. Are there specific minimum numbers of mowing visits during fall and winter?

No. The City has not established a specific minimum number of mowing visits during the fall or winter months. Contractors are expected to perform all services necessary to maintain the properties in accordance with the scope of work and accepted industry

standards. The required service frequencies identified in the solicitation and location schedules should be used for pricing and staffing purposes, with adjustments made as needed for seasonal growing conditions.

10. Can the City provide the vendor master form and clarify the GO-day versus 90-day bid-validity language?

The City Vendor Master Form is available at www.commercega.gov under the "Business" tab and "Vendor Information". Refer to SECTION FIVE – SELECTION, 5.0 FINAL SELECTION for the timeline of award versus any potential start date.

11. Subcontracting: May a newly established prime contractor engage a qualified, insured landscaping subcontractor to perform the field services while the prime contractor manages scheduling, quality assurance, communication, and Contract administration?

Yes. The RFP does not prohibit the use of subcontractors. A prime contractor may engage a qualified and properly insured landscaping subcontractor to perform field services, provided the prime contractor remains fully responsible for all contract requirements, performance standards, supervision, scheduling, quality control, communications, invoicing, and compliance with the contract. The City's contract, if awarded, will be with the prime contractor, and the prime contractor will be accountable for the performance of any subcontractors utilized. Any subcontractors must comply with all applicable requirements of the solicitation, including insurance and legal compliance provisions.

12. Prime self-performance: Does the City require the prime contractor to perform a minimum percentage of the landscaping work using its own employees?

No. The City has not established a minimum self-performance requirement for the prime contractor. The RFP does not require the prime contractor to perform a specified percentage of the work using its own employees.

13. Experience and references: For the three requested comparable Georgia client references, may a newly established prime contractor submit the relevant project experience and references of its proposed landscaping subcontractor, clearly identified as subcontractor experience?

Yes. A newly established prime contractor may submit the relevant project experience and client references of its proposed landscaping subcontractor, provided the subcontractor is clearly identified in the proposal and is proposed as part of the team that will perform the work. The City will consider the qualifications, experience, and demonstrated ability of the overall team in evaluating the proposal. The proposal should clearly distinguish between the experience of the prime contractor and the experience of any subcontractor and should explain the subcontractor's role in delivering the services contemplated under the contract.

14. Insurance: If the landscaping subcontractor carries its own general liability, workers' compensation, and commercial auto insurance, must the prime contractor also maintain separate general liability and workers' compensation policies? Are there any additional-insured requirements?

The prime contractor must meet the insurance requirements of the contract regardless of whether subcontractors are used. The fact that a subcontractor maintains its own general liability, workers' compensation, and commercial automobile insurance does not relieve the prime contractor of its obligation to maintain the insurance coverage required under the contract. The City expects the contracting party, which will be the prime contractor, to carry the required insurance and remain responsible for all contract obligations, including the acts and omissions of any subcontractors. Subcontractors should also maintain insurance appropriate to the work they perform. Regarding additional insured requirements, contractors should comply with the insurance provisions contained in the RFP and any resulting contract documents. If awarded, a successful contractor will be required to provide certificates of insurance evidencing the required coverage before commencing work. In summary, the prime contractor cannot rely solely on a subcontractor's insurance to satisfy the contract insurance requirements and must maintain the required coverages in its own name.

15. Bonding: Section 1.20 requires a 5% bid bond and a 100% performance bond. Please confirm whether both requirements apply to this recurring landscaping services contract and whether any alternative bonding arrangements are permitted.

Yes. As written, the solicitation requires both a 5% bid bond **and a** 100% performance bond**.** Section 1.20 of the RFP states that each proposal shall be accompanied by a bid bond equal to five percent (5%) of the bid amount and that the successful proposer shall furnish a performance bond in the amount of one hundred percent (100%) of the contract value. At this time, proposers should assume that both bonding requirements apply to this landscaping services contract and should prepare their proposals accordingly. The City has not identified any alternative bonding arrangements in the solicitation documents. Therefore, unless an addendum is issued modifying these requirements, no alternative forms of security or reduced bonding amounts are authorized. If the City determines that a revision or waiver of the bonding requirements is appropriate, such change will be communicated to all prospective proposers through a formal addendum to the RFP.

16. Payment terms: Please clarify whether landscaping services will be invoiced and paid monthly following satisfactory performance, as the RFP includes language referring to payment after completion of construction. Landscaping services will be invoiced and paid on a recurring basis following satisfactory performance of the services provided. The references in the solicitation to payment after completion of construction are standard contract provisions and are not intended to convert this procurement into a construction project.

For this contract, the successful contractor should anticipate submitting invoices for

ongoing landscape maintenance services in accordance with the contract terms, with payment made after the City verifies that the required services have been satisfactorily completed.

17. Could you please provide the pricing sheet for your City of Commerce RFP 27-005 Landscaping Services Bid.

The pricing sheet must be provided by the contractor with the bid packet.