Purchasing Department

Madison County Board of Supervisors 146 West Center Street Canton, Mississippi 39046

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28 April 2016

District 1 Supervisor Sheila Jones

District 2 Supervisor Trey Baxter

District 3 Supervisor Gerald Steen

District 4 Supervisor David Bishop

District 5 Supervisor Paul Griffin

Subject: Award contract for Grounds Maintenance for County Facilities and Parks

Dear Board Members:

Responses to the Request for Proposals for Grounds Maintenance for County Facilities and Parks were opened April 26. A tabulation of the proposals is attached.

The lowest and best proposal for Grounds Maintenance for County Facilities and County Parks was submitted by Rotolo, who is the county's current contractor for Grounds Maintenance for County Facilities. Grounds Maintenance for County Parks is currently performed in house.

The county's current contract for Grounds Maintenance for County Facilities has expired. A proposed four-year contract with Rotolo that includes both Grounds Maintenance for County Facilities and for County Parks is attached. The base price is \$101,043.73 per year.

A representative from Rotolo plans to be at Monday's board meeting to answer any service-related questions.

Sincerely

Purchase Clerk

RFP TABULATION FOR GROUNDS MAINTENANCE FOR COUNTY FACILITIES & PARKS ALL PRICES SHOWN BELOW ARE PROPOSED YEARLY BASE PRICES

	ROTOLO	SMITH (1, 2)	GREENCO (3)
CHANCERY	\$2,486.93	\$2,059.50	\$2,783.00
CIRCUIT	\$6,278.29	\$4,519.50	\$7,420.00
HUMAN SERVCIES	\$3,296.27	\$3,494.50	\$4,270.00
HEALTH DEPT/ELECTION COM	\$1,327.30	\$2,659.50	\$2,500.00
HISTORIC COURTHOUSE	\$6,211.45	\$3,494.50	\$8,095.00
JUSTICE COURT	\$4,819.13	\$4,929.50	\$5,191.00
OLD HOSPITAL	\$7,608.01	\$12,359.50	\$16,068.00
YOUTH SERVICES	\$1,655.71	\$2,059.50	\$1,870.00
EMERGENCY MANG	\$7,705.74	\$6,159.50	\$12,557.00
SOUTH ANNEX	\$6,175.31	\$5,339.50	\$5,900.00
CEMETARY	\$2,986.00	\$3,494.50	\$6,800.00
CITIZENS SERVICES	\$2,763.50	\$3,494.50	\$3,763.50
SUBTOTAL COUNTY FACILITIES (YEARLY PRICE)	\$53,313.64	\$54,064.00	\$77,217.50
A.M. ROGERS PARK	\$22,913.05	\$23,869.50	\$56,429.00
FAIRVIEW PARK	\$3,236.16	\$5,154.50	\$7,730.00
CAMDEN PARK & LIBRARY	\$8,962.05	\$14,734.50	\$15,747.00
SULPHUR SPRINGS PARK	\$6,164.12	\$7,500.00	NO BID
ESTES BANKS PARK	\$6,454.71	\$15,484.50	\$9,576.00
SUBTOTAL COUNTY PARKS (YEARLY PRICE)	\$47,730.09	\$66,743.00	\$79,906.00
GRAND TOTAL (YEARLY PRICE)	\$101,043.73	\$120,807.00	\$157,123.50

- 1. Smith's proposal was tabulated using the figures he submitted on his proposal sheets; however, his figures for spot weed control were submitted on a per-quantity-used basis instead of a fixed yearly price as required in the specifications. That made it impossible to determine Smith's exact annual proposed price.
- 2. Smith does not possess the state-required license to apply weed killers. Application of weed killers is part of the required services. Additionally, the specifications require a state license.
- 3. Greenco did not submit a price for Sulphur Springs Park.

CONTRACT FOR GROUNDS MAINTENANCE FOR COUNTY FACILITIES AND PARKS

This Contract is made and entered into this the 2nd day of May 2016, by and between MADISON COUNTY, MISSISSIPPI (hereinafter called the "County"), and ROTOLO CONSULTANTS, INC. (hereinafter called "Contractor").

In consideration of the following mutual agreements and covenants, the parties agree as follows:

- 1. The Contractor is hereby granted a contract for Grounds Maintenance for County Facilities and Parks at and around certain County owned or controlled buildings and properties as detailed in the attached price tabulation and proposal, a copy of which is made a part of this contract by reference. Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide said Grounds Maintenance for County Facilities and Parks as enumerated in said price tabulation and proposal.
- 2. This contract will begin on the 2nd day of May 2016 and will end on the 1st day of May 2020. Either party may cancel this contract on the yearly contract anniversary date so long as written notice of their intent to cancel is mailed, postage prepaid, to the other party at least 90 days prior to said contract anniversary date. Notice under this contract shall be sent via United States Certified Mail, Return Receipt Requested, addressed as follows:
 - (a) If to the County:

Madison County Administrator Madison County Chancery Courthouse 146 West Center Street Canton, Mississippi 39046

(b) If to the Contractor:

Rotolo Consultants, Inc. 894 Robert Blvd Slidell, LA 70468

3. In consideration of the duties and responsibilities of the Contractor as outlined in the price schedule, a copy of which is made a part of this contract by reference, the County agrees to pay the Contractor an annual fee of \$101,043.73, with said annual fee to paid in 12 monthly payments of \$8,420.31, such sum to be billable by the Contractor on the first day of each month. Payment by the County shall be made within 45 days of receipt of invoice. All past due balances are subject to a finance charge of 1.5 percent per month, which is an annual rate of 18 percent.

- 4. Should the County require Grounds Maintenance for County Facilities and Parks services above the scope of this contract to be preformed by Contractor, all such work shall be authorized before such work begins by written change order(s) signed by the head of the County's Buildings and Grounds Department or the County Administrator. All change orders are subject to all provisions of this contract. Should the County require Grounds Maintenance for County Facilities and Parks services at other County buildings and or grounds that are not included in this contract, the addition of such buildings or grounds shall be at a price agreed to by the County and the Contractor in the form of a written contract addendum.
- 5. The Contract Documents shall include the following documents, and this Contract expressly incorporates them herein as fully as if set forth verbatim in this contract:
 - a. The contractor's proposal
 - b. Price tabulation
 - c. Certificate of liability insurance
 - d. Required licenses issued by the State of Mississippi
 - e. Contractor's Certificate of Responsibility
 - f. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

If any provision of the documents a, b, c conflict with the provisions of this Contract, the provisions hereof will prevail.

- 6. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
- 7. This Contract is entered into subject to the following conditions:
 - a. Throughout the term of this Contract, the Contractor shall keep in full force and effect sufficient personal injury and property liability insurance in a minimum amount of \$1,000,000. Written proof of said liability insurance shall be attached to this contract.
 - b. Neither the Contractor nor the County shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, act of God, or other similar or different contingency beyond the reasonable control of the parties.
 - c. In the event that any provision or portion of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

The contracting parties, through their duly authorized representatives, have executed this contract on the 2^{nd} day of May 2016.

		Madison County, Mississippi
		By:
		By: President of the Board of Supervisors
Attest:		
	Chancery Clerk	
		Rotolo Consultants, Inc.
		By: