

**Form 9
Fee Acknowledgement Letter**

Please transfer statement below on Company Letter Head and Sign

Fee Proposal for Each Component

This contract will be awarded for all four (4) components: design, installation, landscaping enhancement and maintenance services including litter removal. The City reserves the right to make one or multiple awards, as deemed whatever is best for the City.

Landscape Design Fee _____

Landscape Installation Fee _____

Landscape Enhancement Fee _____

Landscaping Maintenance Services
Including Litter Removal Fee _____

Let me know if this will work for you.

FORM 10
NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RESPONSE ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Print Name)

(Title)

(Signature)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

FORM 11
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
MATTERS

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this Proposal.

The proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Agent

Name/Title of Authorized Agent

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____ [SEAL]

Local Small Business Diversity Program

The City of Forest Park has implemented a Local, Small Business, Diversity Program to promote full and open competition in all city contracts. LSBDD participation goals are set on a contract-by-contract basis for each specific prime contract with subcontracting possibilities. The City wants to ensure that Proponents are non-discriminatory in their process of selecting sub-contractors. The City also wants to encourage Proponents to utilize local, veteran-owned, minority, women, and disadvantaged business enterprises whenever possible.

Included in this RFQB are subcontracting/subconsultant forms that all Bidders will be required to complete along with their Bids (in addition to general contractor forms). All forms included in this solicitation must be completed for Bidder to be considered responsive.

Each Bidder must propose to achieve the LSBDD participation goal that is equal or greater than the percentage required. Each Bidder will be required to submit evidence demonstrating that “good faith efforts” were made if you cannot meet the goal.

These forms are requirements under the City of Forest Park’s Local, Small Business, Diversity Program, and it is a requirement to comply with making the “good faith effort” to achieve the goal. Failure to complete these forms will deem you non-responsive.

The participation goal for this procurement is 25 percent (25%)

A business is considered Local if they meet the following:

1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of the city;

The business or supplier must provide a copy of a current occupational tax certificate;

The business or supplier must have paid all real and personal taxes (if any) owed the city and not otherwise owe the city any funds; and

The business or supplier must certify its compliance with the Georgia Security and Immigration Act.

A Small Business means a locally based business whose average annual gross receipts or number of employees averaged over the past five years must not exceed the size standards as defined pursuant to 15 C.F.R § 121.201 et al., who demonstrates that individual owner’s personal net worth and does not exceed \$750,000.00, exclusive of the individual’s ownership interest in their primary residence and the value of the LSBDD.

Although participation in the LSBDD program is not a requirement to participate in contracting with COFP, it is a requirement to comply with making the “good faith effort” procedures and forms as outlined in the following sections.

If the participation does not meet the LSBDD goals, the bidder will be required to submit evidence demonstrating that “good faith efforts” were made to meet the goal.

LSBD Required Forms –

To be submitted with Bid:

1. LSBD-1 Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
2. LSBD-2 Sub-Contractor Contact Form: A list of all firms contacted to participate as LSBD sub-contractors/suppliers on a contract.
3. LSBD-3 LSBD Sub-Contractor/Supplier Utilization Form: A list of all firms procured as LSBD sub-contractors/suppliers to be utilized on a contract.
4. LSBD-4 Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of LSBD's as sub-contractors/suppliers on a contract where a goal is required.

To be submitted post-award:

5. LSBE-5 Post Award Monthly LSBD Participation Report – Contract Goal: Report detailing percentage of LSBD participation (work performed) and payments to VOB/MBE/WBE/DBE subcontractors on a monthly basis.
6. LSBD-6 Request for Subcontractor Removal/Substitution Form: Required to fill out and obtain approval if a LSBD subcontractor is being substituted following post award.

Supplements

1. Form LSBD-1, Covenant of Non-Discrimination
2. Form LSBD-2, Sub-Contractor Contact Form – Contract Goal
3. Form LSBD-3, Local, Small Business, Diversity Project Participation Plan
4. Form LSBD-4, Statement of Good Faith Efforts
5. Form LSBD-5, Post-Award-Monthly LSBD Participation Report Contract Goal
6. Form LSBD-6, Subcontractor Removal/Substitution Form

FORM LSB-D-1

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Forest Park (COFP) to promote full and equal business opportunity for all persons doing business with the City. The undersigned covenants that we have not discriminated on the basis of a firm’s revenue, employee count, social or economic disadvantages, minority, gender, or veteran status, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms LSB-D-2, LSB-D-3 and LSB-D-4. Set forth below is the signature of an officer of the Bid entity with the City of Forest Park to bind the entity.

I, _____ (Name, Title), on behalf of
(Company), _____ by my signature below, do
hereby promise:

1. To adopt the policies of the City of Forest Park relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of COFP;
2. Not to otherwise engage in discriminatory conduct; To provide a discrimination-free working environment;
3. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
4. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

By: _____

Title: _____

Sworn to and subscribed before me the _____ day of _____, _____.

Notary Public: _____

My Commission Expires: _____

[SEAL]

FORM LSB-D-2

SUB-CONTRACTOR CONTACT FORM – CONTRACT GOALS

Instructions to Contractors

The prime contractor must complete and sign the sub-contractor **contact form** and submit the completed and signed form with the bid/proposal. Failure to submit this form will result in being deemed nonresponsive.

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the task order.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. City of Forest Park Business License: State if the contractor/supplier you contacted is a City of Forest Park Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (Enter Code): State whether the contractor/supplier you contacted is an MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, or VOB – Veteran Owned Business (if applicable)
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

FORM LSBDD-2

CITY OF FOREST PARK

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (*LSBE and Non-LSBD*) that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, Email, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact
John Smith	Company ABC 123 Main Street Morrow, GA 30260 jsmith@email.com 770-123-4698	Yes	Hauling	DBE	Will perform as sub

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

FORM LSBDD-2

**CITY OF FOREST PARK
SUBCONTRACTOR CONTACT FORM**

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact

List all subcontractors or suppliers (LSBE and Non-LSBD) that were contacted regarding this project
 Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Signature _____ Project No. _____ Date: _____

FORM LSBDD-2

SUB-CONTRACTOR CONTACT FORM – Cont'd

List all sub-contractors or suppliers (LSBD and Non-LSBD) that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	City of Forest Park Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code)	Results of Contact

Bidder's Name: _____ Project Name: _____ FC#: _____

Signature: _____ Contact No: _____ Date: _____

FORM LSB-D-3

LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

Instructions to Contractors

The Bidder must complete the project participation plan for sub-contractor/supplier utilization and **submit the form with the Bid**. Failure to submit this form will result in a Bid being deemed “nonresponsive”. Each project participation plan for sub-contractor/supplier must include the following:

1. Name of subcontractor/supplier: Provide name of the subcontractor or supplier contacted to perform work on the project.
2. Contact Name, Address & Phone Number: Provide contact information of the subcontractor/supplier contacted.
3. City of Forest Park Business License: State if the subcontractor/supplier contacted is a City of Forest Park licensed business.
4. Type or Scope of Work to be Performed: Describe the type or scope of work subcontractor/supplier will perform.
5. Certification of Business Owner: Provide minority code/classification (if applicable). Examples include, but not limited to: Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE), Veteran Owned Business (VOB), etc.
6. Estimated Dollar Value of Work: Provide an estimated dollar value for the work to be performed by subcontractor/supplier within the project scope.
7. Percentage of Total Bid Amount: Provide an estimated percentage of the total Bid amount that will be paid to the subcontractor/supplier.
8. Signature of Bidder: All LSB-D Participation Plans must be signed and dated by Bidders.

Estimated Dollar Value of the Work / Total Bid Amount = % of Total Bid Amount

FORM LSBDD-3

**CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-Contractor/Supplier	Company Name, Address, Email, and Phone Number	City of Forest Park Business License? (Yes or no)	Type of Work to be Performed	Owner of Business (See code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount
John Smith	Company ABC 123 Main Street Forest Park, GA 30297 jsmith@email.com 770-123-4698	Yes	Hauling	DBE	\$4200	8.4%

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent's Company Name: _____ Date: _____ FC#: _____

Proponent's Contact Number: _____ Project Name: _____

Signature: _____

Sample

FORM LSB-D-3

**CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-Contractor/Supplier	Company Name, Address and Phone Number	City of Forest Park Business License? (Yes or no)	Type of Work to be Performed	Owner of Business (See code below)	Dollar (\$) Value of Work	Percentage of Total Bid Amount

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent's Company Name: _____ Date: _____ FC#: _____

Proponent's Contact Number: _____ Project Name: _____

Signature: _____

FORM LSBD-4

STATEMENT OF GOOD FAITH EFFORTS

Instructions:

If you will not meet the Local Small Business Diversity (LSBD) goal set forth in the RFQB, in addition to the information included on the LSBD Form 2 Sub-contractors Contact Form submitted with your bid/proposal, please provide a narrative explanation of why you cannot meet the LSBD goal and the steps taken to include LSBDs in your bid/proposal. Describe specific actions (i.e. phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

CERTIFICATION OF GOOD FAITH EFFORTS

I hereby attest that I have exercised good faith efforts to meet the Local Small Business Diversity goal for this bid/proposal. Despite such good faith efforts, I have not been able to meet the LSBD goal for this bid/proposal.

(Name of Organization)

(Print Name)

(Title)

(Signature)

(Date)

FORM LSB-D-4 (Cont'd)
STATEMENT OF GOOD FAITH EFFORTS
Checklist

A Bidder or Bidder that does not meet COFP's LSB-D participation goal is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of the following actions were taken:

- | | Yes | No | |
|-----|--------------------------|--------------------------|---|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | Attendance at a pre-bid/proposal meeting, if any, scheduled by COFP to inform LSB-Ds of subcontracting opportunities under a given solicitation; Advertisement for solicitation of LSB-Ds in general circulation media, trade association publications, and minority-focus media, to provide notice of subcontracting opportunities. |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Advertisement in general circulation media at least seven (7) days prior to Bid or Bid opening any and all Sub-contractor opportunities. Proof of advertisement must be submitted with the Bid or Bid. |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | Provided interested LSB-Ds with timely, adequate information about the plans specifications, and other such requirements of the Contract to facilitate their quotation and conducted follow up to initial solicitations. |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | Provided written notice to LSB-Ds that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified sub-contractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained. |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to divide the work for LSB-D subcontracting in areas likely to be successful and identify portions of work available to LSB-Ds consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Bidder/Bidder to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to assist potential LSB-D sub-contractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an LSB-D could not readily and economically obtain them in the marketplace. |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSB-Ds. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Communication with the COFP Procurement Department seeking assistance in identifying available LSB-Ds. |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Exploration of joint venture opportunities with LSB-Ds. |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | Other actions (specify): |

Please explain any "no" answers listed above (by number):

This list is a guideline and by no means exhaustive. The City of Forest Park will review these efforts, along with other documents, towards assessing the Bidder/Bidder's efforts to meet COFP's LSB-D goal. If you require assistance in identifying certified LSB-Ds, please contact the Procurement Department at procurement@forestparkga.gov or at 404-366-4720.

FORM LSBD-5

POST AWARD MONTHLY LSBD PARTICIPATION REPORT – CONTRACT GOAL

Instructions to Contractors

The prime contractor must complete the **participation report** and submit the form with each pay application to the COFP Department Project Manager in charge of the contract. Failure to submit this form will result in payment application being deemed incomplete.

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved VOB/MBE/WBE/DBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Pay application period end date: Reports must acknowledge the end date for the period for which is being reported.
4. VOB/MBE/WBE/DBE Amount: The amount of the contract for which the VOB/MBE/WBE/DBE will earn.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each VOB/MBE/WBE/DBE has earned to-date under the contract.
8. Percent of Contract: This percentage is calculated using the contract amount and the total VOB/MBE/WBE/DBE earnings-to-date. Divide the total contract amount by the total VOB/MBE/WBE/DBE earnings-to-date.
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved VOB/MBE/WBE/DBE is to provide materials, goods or services, this completed form must be submitted to the COFP Department Project Manager. The prime contractor must notify COFP of any changes to VOB/MBE/WBE/DBE firms.

When the prime contractor is an approved LSBD, it will only be necessary to complete the total LSBD earnings to-date. Joint ventures between non-LSBD and certified LSBD: Only that portion of the work for which the LSBD is responsible may be used to satisfy the requirement.

It is not necessary to complete this form if there are no subcontracting opportunities available for the use of VOB/MBE/WBE/DBE firms.

FORM LSBDD-5

POST AWARD – LSBDD PARTICIPATION REPORT – CONTRACT GOAL

PROJECT NO. (S): _____ REPORT NO.: _____

CONTRACTOR: _____ DATE: _____

CONTRACT AMOUNT: \$ _____ PAY APPLICATION PERIOD END DATE: _____

% LSBDD GOAL _____ VOB/MBE/WBE/DBE AMOUNT \$: _____

Check if final payment >>> FINAL PAYMENT

NAME OF APPROVED VOB/MBE/WBE/DBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED PAY APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL VOB/MBE/WBE/DBE EARNINGS TO-DATE: _____

% CONTRACT: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY COPP AT ANY TIME.

SIGNED _____ CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED _____ TITLE _____

FORM LSBD-6

Request for Subcontractor Removal/Substitution

Prior to submitting this form to the Procurement Division, you must notify the LSBD in writing of your intent and allow the LSBD five (5) days to respond.

Request Date:		Contract/Project #:	
Contract Value:	LSBD Contract Amount:	Amount Paid to LSBD:	
Prime Contractor Name:			
Prime Contractor Address:			
Prime Contact Name:	Prime Contact Email:	Prime Contact Phone:	
Name of LSBD Firm:		LSBD Contact Name:	
LSBD Firm Address:	LSBD Email:	LSBD Phone:	

Was LSBD firm given five (5) days written notice of intent? Yes or No If yes, please attach written notice.
 Will the LSBD goal for the project still be met? Yes or No or N/A

Reason(s) for removal/substitution. **Check all that apply.**

- The listed LSBD is no longer in business.
- The listed LSBD requested removal.
- The listed LSBD failed or refused to perform under the terms of the contract or failed to furnish the listed materials.
- The work performed by the listed LSBD was unsatisfactory and was not in accordance with the scheduled specifications.

Name/Address of Substitution Contractor:	Is the substituted contractor an LSBD? <input type="checkbox"/> Yes or <input type="checkbox"/> No
Fully describe the type of work the substitute subcontractor will perform:	

Prime Authorized Signature:	Date:
Approved <input type="checkbox"/> Rejected <input type="checkbox"/>	Reason for rejection:
Procurement Manager Authorized Signature:	Date:

This form should be completed and submitted (with all required documentation) to:

City of Forest Park
 Attention: Arthur Greeter
 745 Forest Parkway, Forest Park, GA 30297

REQUEST FOR PROPOSALS (RFP) PROJECT NO. 09142023
FOR
LANDSCAPING DESIGN, INSTALLATION, ENHANCEMENT, AND MAINTENANCE (MULTI-YEAR)
FOR STATE ROUTE (SR) 331/FORREST PARKWAY LOCATED IN THE CITY OF FOREST PARK

The City of Forest Park (the City) requests qualified individuals and firms with experience in landscaping design, installation, enhancement, and maintenance services to submit proposals for Landscaping Design, Installation, Enhancement, and Maintenance for State Route (SR) 331/Forest Parkway.

I. INTRODUCTION

- A. The City is seeking a contractor to provide landscaping design, installation, enhancement, and maintenance services. The services consist of four (4) components: landscape design, landscaping installation, landscaping enhancement and landscape maintenance services including litter removal.
- B. The design and installation shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within 150 calendar days, while maintenance services shall be performed according to the schedule submitted in this RFP. The installation schedule shall be developed and submitted with a project start date and schedule for installation.
- C. The City reserves the right to make one (1) award for all four (4) components: design, landscaping installation, landscaping enhancements, and maintenance services, including litter removal; or multiple awards or whatever is deemed in the best interest of the City.

II. SCOPE OF WORK

A. Design

- 1. Along with the technical proposal, the Proposer will be expected to submit initial conceptual design(s), per GDOT requirements, for State Route (SR) 331/Forest Parkway.
- 2. The Proposer shall submit to the City conceptual design(s) for evaluation and review. Conceptual design(s) shall be submitted via flash drive. The Proposals must be submitted in a three –ring binder. **One original and three copies must be submitted.**
- 3. The Proposer shall clearly specify the plants type, sizes, quantities, spacing of each proposed plant type within each design.
- 4. The Proposer shall provide a complete list of trees, plants, seasonal flowers, ornamental shrubs, pine straw/mulch and other plant species. **Note: Invasive plants that are non-native to the ecosystem, environmentally harmful, economic cause, etc., are prohibited for use in this project. Georgia grown plants are strongly encouraged. Additionally, only Bermuda sod is approved for this project.**
- 5. Ornamental shrubs used for mitigation are to be spaced for total coverage in two (2) years.

6. The proposed design(s) shall also include a list of trees, plants, seasonal flowers, ornamental shrubs, and/or other plant species, pine straw/mulch to be replaced for each season.
7. The Proposer shall identify any proposed initial removal of existing trees, plants, ornamental shrubs, objects, etc. from each location.
8. The minimum size of plant materials at time of planting is:
 - 1 – 1 ½ “for large canopy shade trees
 - 4 – 5’ tall for small flowering trees
 - 4 – 5’ tall for evergreen trees
 - 2 ½ - 3’ tall for evergreen shrubs

B. Installation

1. The Contractor shall provide landscaping installation in accordance with the approved design.
2. The Proposer shall provide the total combined cost for the landscaping installation for the proposed plant list.
3. The Contractor shall comply with all GDOT Publications policies & procedures, including but not limited to those regarding landscaping and enhancements (Attachment ?)
4. The Contractor is responsible for soil testing, and installation of all plants, flower, ornamental shrubs, sods, pine straw/mulch in accordance with the City and GDOT approved design for each location.
5. The Contractor shall provide a guarantee on all installed landscape and the installed Bermuda grass must germinate within the first 90 days. All approved and installed plants shall remain alive and healthy for at least twelve (12) months after installation. All dead or diseased plants shall be removed and replaced by the contractor at its own expense.
6. The Contractor shall properly bag all trash, debris, and/or litter removed from designated work areas upon completion of the installation, enhancement, and/or maintenance. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules, and regulations.
7. Prior to installation, the Contractor shall check for all underground utilities and conduct installation to avoid any impact on utilities.
8. The minimum size of plant materials at time of planting are:
 - 1 – 1 ½ “for large canopy shade trees
 - 4 – 5’ tall for small flowering trees
 - 4 – 5’ tall for evergreen trees
 - 2 ½ - 3’ tall for evergreen shrubs

C. Enhancement

1. The Proposer shall provide a proposed enhancement plan if they plan to use some of the existing landscape. For example, trimming plants/shrubs/trees and applying mulching/pine straw/sod wherever needed. **Note:** *Only pine straw, mulch, and/or Bermuda sod are accepted as ground cover material.*
2. The Proposer shall provide a cost for installation in accordance with the design drawings, details, and total plants list.
3. No existing trees, plants, or ornamental shrubs shall be removed and installed from/to existing landscape without City approval.

D. Maintenance

1. The Contractor shall provide continued landscaping maintenance.
2. Maintenance shall include, at minimum, the following:
 - Litter abatement services
 - Mowing of the Bermuda sod and weeding, pruning and other general maintenance activities (bi-weekly)
 - Maintaining the entire designated flower bed areas and replacing proposed plant materials as needed.
3. The Contractor shall be responsible for caring, enhancement, and maintaining of the installed landscape.
4. All landscaped areas shall be fertilized as needed. An application schedule and frequency along with the specified fertilizer products must be submitted and approved by the City prior to each application.
5. As needed, the Contractor shall be responsible for the immediate control and identification of any insect or disease that may arise in any landscaped area.
6. Year-round mowing, weeding, and weed eater around the landscaped areas shall be done every two weeks from April 1st to November 30th of each year and every four weeks from December 1st through March 31st of each year.
7. Pre-emergent and post emergent applications are required once a year as part of landscaping enhancement and maintenance services.
8. All grassed areas shall be uniformly cut to a minimum height of 1", but no higher than 2", unless otherwise directed by the City. **Note:** *In the event the Contractor mows higher than the specified height, the contractor shall mow the area in conflict again at the Contractor's own expense.*

9. The Contractor shall ensure that its operation does not cause rutting or damage to any slopes. The Contractor shall be solely responsible for repairing any damage caused by the normal mowing operations. If rutting occurs, the Contractor shall hand mow only.
10. The Contractor shall take caution and mow within a reasonable limit for grass on undamaged slopes with adequate cover that are no steeper than 3:1. This option is not recommended on slopes steeper than 3:1, or in any other situations that may be a hazard to the operator or the traveling public, including areas that may be too wet or otherwise inaccessible.
11. Hand carried equipment is required for trimming in areas that are inaccessible for mowing equipment. In such instances, the Contractor shall mow the grass to a height of six (6) inches, unless a special request is made by the City.
12. Prior to mowing, the Contractor shall be responsible for removing all litter and debris from all grassed areas.
13. Upon each service completion, the Contractor shall keep the entire serviced area neat and clean.
14. To prevent projectiles from being thrown around, mowers must have guards on their mowing decks.
15. The entire length of the project shall be edged after each mowing event.
16. All seasonal/annual landscape flowers, ornamental shrubs, etc. shall be replaced at the beginning of each calendar season (Spring, Summer, Fall, & Winter).
17. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules, and regulations.
18. The cost to replace twenty percent (20%) of all proposed plant materials shall be included in the cost proposal. Actual compensation to the Proposer will be based on actual plants replaced as part of routine maintenance and replacement activities, pursuant to the terms and conditions of this Agreement. **Note:** *The City is responsible for replacing all ornamental plants that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen circumstances beyond the Contractor's control. However, if the City determines that the poor condition of ornamental plants is due to improper maintenance or other causes within the Contractor's control, the Contractor shall be responsible for replacing such ornamental plant at its own expense. This determination shall be made at the City's sole discretion.*
19. Perennial ornamental shrubs shall be pruned as needed.
20. Dead or diseased plants shall be removed and replaced as needed.

21. If necessary, if mulch or pine straw is lost, washed, or blown away, such areas shall be replenished as needed at a minimum of one time a year in December.

E. Weekly Litter/Debris Removal

1. The Contractor shall perform litter removal once a week for the median landscape project.
2. The Contractor shall provide all labor, safety, materials, litter bags, supplies, tools, transportation equipment, and anything else necessary for the performance of high-quality litter removal.
3. The Contractor shall maintain the designated areas/locations in a manner that results in a clean and satisfactory, free of litter, garbage, refuse, and other debris in accordance with the specifications herein.
4. The Contractor shall properly bag all litter and remove it from all designated areas upon completion of the task. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules, and regulations.
5. The Contractor shall complete the litter removal operations in such a manner so as not to damage the existing ground areas or create roadside obstacles.
6. The Contractor shall be always solely responsible for the safety and the conduct of its personnel within the service area.
7. The Contractor shall provide and place litter removal work signs for all designated locations. Signs must be strategically placed and visible to the public.

III. OPERATIONAL GUIDELINES

- A. The City will conduct inspections for the sites serviced/maintained within twenty-four (24) hours of completion.
- B. Notification of unsatisfactory work will be communicated to the vendor and correction of deficiency is required to be completed within twenty-four (24) hours from notification.
- C. No storage or service of equipment shall take place on work sites, except in unforeseen circumstances. Note: The City will not be liable for any damage caused to Contractor's property while at work sites. Contractor is solely responsible for Contractor's equipment.
- D. Should the Contractor be obstructed or delayed in the execution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the City immediately by

telephone and in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension. The City reserves the right to determine, at the City's sole discretion, the necessity for time extensions and the length of any such time extension, but requests for time extensions will not be unreasonably denied.

- E. The Contractor shall execute the operations in such a manner so as not to damage the existing ground areas or roadside obstacles.
- F. The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, insurance, proper safety measures, and all incidentals necessary to complete the required work as described herein.
- G. The Contractor shall be responsible for all maintenance and repair of equipment and the availability, presence, and supervision of all employees.
- H. The safety aspects of the operation must be followed to ensure the safety of the public. Safety is the responsibility of the Contractor.
- I. The Contractor shall be liable for any damage caused by its employees and/or its sub-contractor during service. In such event, the Contractor shall be responsible for the replacement or the repair of damaged property. If damaged property resulting from the Contractor's operations must be repaired or replaced by the City, the cost of such work and repair shall be deducted from the Contractor's payment. It is highly recommended the Contractor document by means of video or picture to verify that damage was done prior to the mowing operation.
- J. The Contractor shall immediately notify the City designee regarding any safety issues, concerns, or incidents.
- K. At least once a month, the Contractor shall take before and after pictures of each work site and submit them to the City.
- L. The City reserves the right to require additional site services upon request. The City will be responsible for the cost of additional service. The scope of service and all expectations are the same as specified herein. In the case of additional site service is required, the contractor shall provide a price quote and shall obtain the City's written approval prior to the beginning of the additional work.
- M. Since the City is closed on weekends. Work on the weekend is not permitted.

IV. TRAFFIC REQUIREMENTS

- A. Where required, maintenance of traffic shall be the responsibility of the Contractor and shall be part of the cost proposal and shall conform to the GDOT's most current edition of Construction Standards and Details for Design, Construction and Maintained Systems and the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. These documents can be obtained online from the GDOT website: www.dot.ga.gov

- B. All costs associated with traffic control must be included with the Unit Price. If the Contractor does not comply with the FHWA and MUTCD (i.e., signs qualified flagmen, barricades), the City reserves the right to direct the Contractor to cease operations until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- C. The work shall be conducted to not interfere unnecessarily or improperly with the passage of pedestrians and/or vehicles.
- D. If conditions are such that temporary traffic signals and signs illuminated or are otherwise necessary, then these will be provided and maintained by the Contractor.
- E. The contractor shall comply with any special traffic requirements of the City in which the work may be conducted.
- F. Prior approval from GDOT and/or the City is required for any lane closures related to this project.

V. MANDATORY ACKNOWLEDGEMENT OF SITE VISIT AND INSPECTION

- A. Prior to submittal of your proposal, the Proposer responders must visit and review the site locations on his/her own time, and to familiarize himself/herself with the conditions of each site.
- B. The Proposer shall be responsible for measuring the entire length of the project area.

VI. AWARD

- A. This contract will be awarded for all four (4) components: design, installation, landscaping enhancement and maintenance services including litter removal. The City reserves the right to make one or multiple awards, as deemed whatever is best for the City.

VII. GDOT REQUIREMENTS

- A. This landscaping project is mostly on GDOT properties. In addition to the requirements specified herein, the awarded contractor shall also be familiar with the GDOT Policies and Procedures enclosed hereby as Exhibit A7, GDOT Publications Policies & Procedures. This document can also be found at the following link: <http://mydocs.dot.ga.gov/info/info/gdotpubs/Publications/6755-9.pdf>
- B. The City will be responsible for securing the mowing & maintenance agreements from GDOT using the approved Stamped Construction Drawings provided by the Contractor.
- C. The City will be responsible for all permit requirements from GDOT and the City using the supporting permit application documentation provided by the Contractor.

VIII. COST PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for **REQUEST FOR PROPOSALS** for "**LANDSCAPE DESIGN, INSTALLATION, ENHANCEMENT, AND MAINTENANCE (MULTI-YEAR) FOR STATE ROUTE (SR) 331/ FOREST PARKWAY** "on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, Cost Proposal Form. Responder shall not alter the cost proposal form.

4. Organizational Qualifications:

It is imperative that the materials and information provided to the City on the organizational qualifications include sufficient documentation that will indicate the proposer's work experience, training, education, and performance of similar projects for GDOT and local government entities, in both size and scope. Experience of key personnel on the project may be substituted for organizational experience only for landscape design and maintenance portions of the Scope of Services. Only the Organizational qualifications and experience will count for installation and enhancement of the service portion of the Scope of Services.