



INVITATION TO-BID “RIGHT-OF-WAY MAINTENANCE SERVICES”

Date of Invitation-to-Bid Release: February 7, 20 24

Proposals Due: March 8, 2024

Submit Proposals To: Lawrence K. Kaiser, P.E.
Executive Director
ATTN: Metro South Community Improvement District
Digital Submission Only – larry@metrosouthcid.org
and Cc: kaiser@co-infra-services.com
Due Date: March 8, 2024 – 4:00 PM

Direct Questions To: Lawrence K. Kaiser, P.E.
larry@metrosouthcid.org
(No phone calls shall be made to Mr. Kaiser All questions shall be emailed)

Right of Way (ROW) Maintenance Services

INVITATION TO BID (ITB) #2024-1

November 7, 2024

The Board of Directors of the Metro South Community Improvement District (MSCID) is accepting bids from qualified vendors for Right of Way Maintenance Services. The Contractor shall provide all labor, materials, equipment and related services necessary in the performance of this Invitation to Bid. Right-of-Way Maintenance Services is generally described as mowing various DeKalb County roads and GDOT right-of-way of Moreland Ave including trash and debris pickup and maintenance of hard surfaces of Moreland Ave, landscape maintenance and installation and related services as described in the Invitation-to-Bid (ITB).

Bids will be received until 4:00 PM local time on March 8, 2024 by the MSCID Board of Directors via email only to the following email addresses;

larry@metrosouthcid.org
and Cc; kaiser@co-infra-services.com

In the subject line of the email transmittal, the following shall be placed:

ATTN: Metro South Community Improvement District
Right-of-Way Mowing; ITB 2024-1
Contractor Name

Late bids will not be considered.

A non-mandatory pre-submission meeting will be held on February 20, 2024 at 9:00 AM. Meeting to be held at Metro South CID Conference Room (All South Warehouse); 1785 Continental Way, SE, Atlanta, GA 30316

Bid amounts will not be read aloud. The bid tabulation will be posted on the CID web site. Bids are not final until which time the Selection Committee or their representative (s) reviews the entire bid submittal package and ensures all bid requirements are met. Payment will be made on a monthly basis for work performed the previous month. Invoices to be paid within 30 days after approval by the MSCID Executive Director or representative.

Each bidder shall submit with the bid either a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid, made payable to the Metro South Community Improvement District (MSCID).

The Bidding Documents and Specifications are only available for review and download at the follow web site:
<https://www.metrosouthcid.com/>.

All addendum (if applicable) and other project bid information will only be available on this web site. All questions regarding the bid documents shall be made via email to Lawrence Kaiser at larry@metrosouthcid.org and cc: kaiser@co-infra-services.com. The deadline to submit questions to Mr. Kaiser via email is no later than 3:00 PM (local time), February 27, 2024 (Tuesday). The MSCID will post "Response to Questions and/or Addenda", if applicable, on the MSCID web site no later than 3:00PM, March 1, 2024 (Friday).

No contact with the MSCID Board of Directors regarding this project is permitted. Any contact may result in contractor disqualification as an eligible bidder.

Bids may not be withdrawn for sixty (60) days after the time and date set for bid opening. Bids are legal and binding upon the bidder when submitted. Award will be made to the vendor (s) based on a ranking criteria as outlined in the RFP document. The MSCID reserves the right to reject any or all bids, to waive technicalities and to make an award (s) as deemed in its best interest. The written bid documents supersede any verbal or written prior communications between the parties.

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SECTION 1

INTRODUCTION AND BACKGROUND

The Metro South Community Improvement District (MSCID) is seeking sealed bids from qualified landscape maintenance contractors to provide right-of-way mowing and related right-of-way maintenance services on specific roadway segments within the district boundaries.

The Board of Director's intent with this project is to procure the services of a qualified and experienced contractor that will provide superior service and workmanship in accomplishing the tasks outlined in this ITB. The visual appearance of the roadway right-of-way includes landscaping and beautification, cleanup and overall attention to detail in the cleanup process is of utmost importance to the Board of Directors. This visual appearance of the CID has been identified as the #1 priority by the Board of Directors since CID formation in 2016. The CID desires to enhance the services and tasks that have been a mainstay with the ROW Maintenance contract over the years. The first step in enhancing the CID is in the procurement of a highly skilled and conscientious landscape and maintenance contractor with appropriate experience to perform right-of-way mowing and related maintenance services. The visual appeal of the district boundaries is critical in attracting new businesses while maintaining the needs and expectations of the existing business within the district boundaries.

The MSCID was certified as a qualified Community Improvement District by the DeKalb County Tax Assessor and Board of Directors elected in 2016. The CID boundaries are located within the commercial and industrial areas of unincorporated southwest DeKalb County; specifically identified on the attached Map Exhibits. Not all roads in the district boundaries are to be maintained at the frequency nor with the same tasks by the selected contractor. The frequency and type of tasks performed on each specified road is identified on the attached maps and spreadsheet (Table 1). The CID Tax Map is included in this ITB to assist the bidders with locating the district boundaries.

The Board's Executive Director will have the flexibility to modify the project scope; specifically frequency's and/or estimated quantities identified in the spreadsheet work scope prior to contract award and potentially during the contract period. If the frequencies and/or estimated quantities are exceeded or reduced, the contractor and the CID Executive Director will utilize the same unit prices as identified in the contract to derive a revised contract amount.

SECTION 2

PROPOSER'S SPECIAL INSTRUCTIONS

A. **SCHEDULE OF EVENTS**

RFP Anticipated Issuance Date	February 7, 2024
Non-Mandatory Pre-Submission Conference	February 20, 2024; 9:00 AM
Deadline for Submission of Questions to MSCID	February 27, 2024; 3:00 PM
Final Addendum (if applicable) and/or Response to Questions Issued posted by CID	March 1, 2024; 3:00 PM
Proposal Due Date	March 8, 2024; 4:00 PM
Interviews, if requested	TBD; if applicable
Selection Team Assessment of Proposals and Contract Negotiations with Highest Ranked Firm(s)	March 11-15, 2024
Presentation of Highest Ranked Firm(s) to Board	April 10, 2024 or earlier at a Special called Meeting - TBD
Anticipated Start Date	April 2024
Completion Date (contract duration)	One Year with Option for a One Year Extension (s)

NOTE: The MSCID reserves the right to modify this schedule at the MSCID's discretion

B. **LOCAL GOVERNMENT MOWING EXPERIENCE**

Prospective bidders must have experience working within local, state and/or federal highway right-of-way's. This experience shall include work tasks performed under the direction of a city or county government or a Community Improvement District working within these right-of-way's. Insurance coverage meeting or exceeding GDOT requirements must also be provided. Contractors (or subcontractors) not meeting these minimum experience requirements or bonding capabilities with GDOT will not be considered qualified bidders and the respective bid packages will not be reviewed by the Selection Committee. Contractors must also be able to provide a 100% payment & performance bond to the GDOT for work within state ROW (Moreland Ave – SR 42 from Woodstock Road to Conley Road)

C. **GENERAL**

By submitting a bid, the bidder certifies that it been prepared independently and has been submitted without any form of collusion.

D. **PROPOSAL SUBMITTAL**

The bid package and all amendments must be signed and submitted via email no later than 4:00 p.m., March 8, 2024 to the email address below. The technical and fee proposal shall be submitted together.

Lawrence Kaiser, PE

Executive Director

ATTN: Metro South Community Improvement District

Digital Submission Only – larry@metrosouthcid.org

Cc: kaiser@co-infra-services.com

Proposer shall put the name of the bid and the company name in the email subject line. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The MSCID shall not be responsible for any incorrect identification and/or emailing of any proposals. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid date and time. It is recommended that Mr. Kaiser be contacted via phone **when** the bid is submitted to verify that the email was received. He may be contacted at 404-909-5619.

No proposal will be considered unless fully completed in a manner provided in the ITB packet.

The MSCID may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the MSCID if it is in the interest of the business owners and public to do so.

E. **BID SUBMISSION AND SIGNING**

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Bid and in the required format. The submission and signing of a bid shall indicate the intention of the firm to adhere to the provisions described in this ITB.

- F. **COST OF PREPARING THE BID** The ITB does not commit the MSCID to paying any costs incurred by Bidder in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. **INTERPRETATIONS AND ADDENDA**

All questions regarding this project proposal shall be directed via email to Lawrence Kaiser. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" by the date identified in the Schedule Of Events table. If an addendum is necessary after that time, the MSCID at its discretion can extend the closing date. **Any Addendum issued, as a result of any change in the ITB, must be acknowledged by submitting the "Acknowledgment of Addendum" with the bid as described herein. All MSCID "Response to Questions must also be acknowledged in the bid submittal.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. **FEDERAL TAX ID AND E-VERIFY DOCUMENTS REQUIRED**

A federal EIN number and E-verify documentation must be completed and submitted with the bid package.

- I. **MSCID 'S PROJECT MANAGER** The MSCID's Project Manager for this work will be determined before work commences.

- J. **PROPOSAL VALIDITY PERIOD** Each proposal shall be irrevocable for a period of sixty (60) days from the bid opening date.

- K. **TERM OF CONTRACT** The term of the contract shall be a period of twelve (12) months from the date of NTP issuance and may be extended one (1) or more years if both parties concur.

L. **TERMINATION**

The contract may be terminated by the MSCID at its sole discretion with a 14 day written notice. Written notice may also take the form of an email. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement. **The CID will not consider amortization of materials or labor if termination occurs. As such, the selected vendor will need to invoice the CID accordingly based on actual costs for materials and labor based on the season in which such work occurs.**

M. **NON-COLLUSION AND "NO CONTACT"**

Bidder certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition. A Non-Collusion Affidavit is included in this RFP and all submittals must include a completed Affidavit.

No firm, bidder or other interested parties associated with a potential bidder shall make contact with any MSCID board member including its Executive Director or consultants regarding this bid; except as noted in this ITB. Such contact may be considered as grounds for dismissal as a qualified bidder.

N. **PUBLIC RECORD**

All bid material submitted by bidder shall become the property of the MSCID.

O. **BIDDER PREPARATION OF BID SUBMITTAL**

- The bidder shall be responsible for examining the work sites and be familiar with the work required at each site
- The areas identified on the Project Limits Maps (Exhibit A) are to be used for bidding purposes only. The areas, bid quantities and project limits are approximate only and should be verified by the prospective bidders. The MSCID district boundaries are included in this bid package. Care must be taken to understand the scope of work within the boundaries.

P. **CONTRACTOR GENERAL RESPONSIBILITIES**

- The work tasks shall be performed within this District boundaries of the CID; specifically on the roads defined by the Work Schedule
- The Contractor shall complete a work sheet identifying work accomplished when monthly invoice is submitted. The work sheet shall identify any issues encountered during the mowing operation. The MSCID will prepare this work sheet.
- Notify the Executive Director or Project Manager of the MSCID for approval prior to performing work that was not identified in the negotiated work scope.
- The Contractor will consult with the MSCID Executive Director or Project Manager for approval prior to any schedule variance not identified in the ITB or negotiated work schedule. Contractor shall notify the MSCID Board Executive Director or Project Manager at least 5 days prior to each mowing activity. Correspondence may occur via email or phone call.
- The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor shall provide a list of all foremen and supervisors who will perform the work. This list will also contain twenty-four (24) hour emergency telephone numbers
- The Contractor shall at all times, maintain good work discipline and order at the work site. Contractor, including Contractor's employees and agents, shall treat the public with respect and courtesy while performing work for the MSCID. The use of profanity, disrespectful language and/or behavior is prohibited while performing work
- Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side of the vehicle
- The Contractor shall satisfy the Georgia Department of Transportation's (GDOT) "Work Zone" safety, truck and signage requirements and submit this plan to the MSCID for approval prior to initiating work activities within GDOT right-of-way. The contractor will be required to follow MUTCD when working within county or state right of way. **Contract Price provided is inclusive of all traffic control.**
- All personnel are required to wear safety vests or other protective clothing, eye protection, etc. Safety vests **shall** include the MSCID logo on the vests. The contractor will be responsible for obtaining and funding these vests with final approval of the design by the MSCID. If the contract is terminated or not extended, the vests will be returned to the MSCID.
- The Contractor shall provide the Executive Director an estimate of trash picked up in pounds or number of 30-gallon trash bags. This estimate shall be emailed to the Executive Director on a monthly basis.
- The Contractor shall provide to the Executive Director "before and after" pictures of work accomplished on a monthly basis. Pics shall be from a minimum of two (2) roads within the district where service is performed. Locations of images where service was performed to be provided via email.

- Contractor shall purchase and provide all materials and supplies and labor necessary to fulfill the requirements of this contract
- The mowing and other equipment utilized shall meet all GDOT requirements for signage, lighting and related devices. Signage requirements for mowing on county right-of-way's shall adhere to the MUTCD.
- The use of public roads and streets by the Contractor will provide a minimum inconvenience to the public and traffic.
- The MSCID Executive Director or his designated representative may direct removal of any contractor employee at any time during performance of this contract for cause. Failures to present the appropriate licenses, performing unsafe acts, or any other questionable acts that expose the MSCID to risk or unfavorable attention would be conditions which meet the criteria "for cause". Any removed employee must be replaced with a fully qualified person within 8 working hours. Repeated incidents may be cause for termination of the contract.

Q. **MSCID PERSONNEL**

No Officer, agent, consultant or employee of the MSCID shall be permitted any interest in the contract.

R. **SPECIAL CONDITIONS**

The work hours required to perform the work tasks on any county right-of-way shall be limited to the following: Monday through Friday from 8:30 A.M. to 5:00 P.M and Saturday's at the discretion of the CID unless specified differently by the GDOT or the City. These times may be adjusted depending on the season.

S. **BONDING**

The bid shall be accompanied by a Bid Bond in an amount not less than 5% of the TOTAL bid amount. The Bid Bond shall be in the form of one of the following;

1. Surety issued bond (issued by a surety licensed to conduct business in the State of Georgia),
2. Surety bond issued by an individual surety that pledges certain defined types of assets
3. Letter of Credit from a financial institution, or
4. A company check

The Bid Bond shall be assigned to the MSCID Community Improvement District.

Payment and Performance Bond will also be required by GDOT for work on Moreland Ave (SR 42). The amount of the bond shall be identified as a separate line item in the Bid Schedule. The P&P bond shall be for 100% of the cost for work **ONLY** for this roadway.

T. **SUMMARY OF DOCUMENTS TO BE SUBMITTED TO THE MSCID**

To be considered as a qualified bidder, the following documents are to be included in the bid submittal:

- Bid, Payment & Performance Bonds
- Technical and Price Submittal (as outlined in Section 4)
- Attachment A
- Attachment B (3 pages)
- Section 6
- Section 7
- Section 8
- Section 9

SECTION 3 SCOPE AND SCHEDULE OF WORK

The following narratives generally describe the specific Work Tasks and Frequency. Note that work tasks and frequency may vary within each road segment or segments and landscape areas. The “work task narratives” are described in the following:

A. Right-of-Way Mowing:

Work Tasks

Right-of-Way mowing work will be performed within county right-of-way unless otherwise specified by the Executive Director or his representative.. **Except as otherwise noted on the Exhibits or Tables 1 & 2, mowing areas are described as follows:**

1. Local roads – the maximum cut width and overgrowth removal shall be ten (10 ft) or the power poles; whichever is greater and as measured from the outside edge of pavement or curb and gutter on both sides of the road with the following exception: “back slopes of ditches or embankments”. Back slopes of ditches and sloped embankments are excluded unless otherwise specified in the RFP document.
2. Includes trimming and herbicide treatment within 1 foot to either side of all guardrail locations
3. Includes trimming and herbicide treatment at all sign posts, fences or other structures within the ROW.
4. Overgrowth vegetation shall be removed from all sign posts, fences or other structures within right-of-way
5. Mowing height shall be shall be no greater than 2 inches

Pickup of trash shall occur before and after each mowing operation. These pickups are in addition to the trash pickups identified in Exhibits A & B - Tables 1 & 2.

Sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, grass clippings and debris resulting from mowing. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or plant areas (rough or bedded). No trash, debris or plant material shall be blown or deposited into curb/gutters or storm drains by the Contractor. If plant material or debris is deposited into the curb/gutter or storm drain during mowing /trimming operations, the Contractor will remove it immediately by hand or mechanical means at no cost to the MSCID.

Frequency

See Exhibit B - Table 2

B. Trash and Debris:

Work Tasks

Trash and debris and miscellaneous services will be performed within county and state right-of-way on the specified roads unless otherwise specified by the Executive Director or his representative.

Trash and misc. debris is defined as any organic or inorganic material equal to or greater than the size of a 6 oz. beverage can.

Illegal signs and illegal structures (i.e. newspaper/magazine boxes) within right of way shall be removed and disposed of in a proper manner. Illegal signs are defined as any sign that is mounted on any utility pole or any temporary sign within right of way. This work shall be included in the cost of trash pickup.

Highway signs that are crooked and can be straightened without a need to reset (which requires

notification to Utility Protection notification) shall be undertaken by the Contractor. During the course of this contract, the Contractor shall make a list of highway signs that have observed to be on the ground, damaged or faded and provide said list to the Executive Director **monthly**.

All debris shall be disposed of in a proper manner according to local, state or federal guidelines. The cost for tipping fees shall be included in the Total Bid Amount submitted.

All trash to be bagged and properly removed for disposal

NOTE: The Contractor shall provide the MSCID project manager an approximate weight of all trash removed on a monthly basis

Frequency

✓ See Exhibit B - Table 2

C. Maintenance of Hard Surfaces:

Work Task

Sediment and other deleterious material shall be removed from the curb line, catch basin inlets or gutter, concrete surfaces (including bridges), island areas, behind guardrails and sidewalks.

Vegetation in sidewalks, curbs, gutters and other hard surfaces shall receive an approved herbicide application. Any herbicide application will be performed after vegetation is removed by mechanical or by hand. Edging/trimming will include along walls, fences, foundations, behind curbs, sidewalks, paths, shrubs, tree trunks, poles or other objects or structures within or bordering the mowing area within state, city or county right of way. The sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, grass clippings and debris resulting from edging/trimming activities. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or plant areas (rough or bedded).

In no case shall any pre or post emergent herbicides with residual characteristics be used in these areas (no staining of concrete surfaces). The herbicides shall also be utilized in the concrete median flat surfaces where weeds are present.

No restricted use chemicals shall be used in weed and grass control. Herbicide must be of a glyphosate type (Round Up or approved equal) specifically designed for post-emergent control of weeds and grass. All herbicide application shall be done in accordance with label directions. Federal, state and local laws shall take precedence for compliance purposes. Identification color may be added to herbicide to track application areas. Color must fade with moisture or within 3-5 days after application.

Frequency

✓ See Exhibit B - Table 2

D. MISC Debris Removal & Cleanup

Miscellaneous debris removal services includes furniture, tires or household appliances. The CID will pay the tipping fees associated with placement in a state or local government approved landfill. *The cost to pickup fallen trees or tree branches less than 10 foot in length and tree stumps shall be included in the cost for Trash & Debris Removal line item of the Bid Schedule*

Removal of toxic/hazardous materials will not be performed by the Contractor. However, if such materials are found, the Contractor shall notify the MSCID immediately.

E. General Turf Maintenance Moreland Avenue

Pre and Post Emergent Herbicide Treatment are identified in Section D of Attachment B. Pre-Emergent shall be applied between mid-February to mid-March and again between mid-September and mid-October. Post-Emergent shall be applied once in the spring and again in the fall. Weed control (roundup) shall be used on all flat surfaces and channelized islands where side streets intersect with Moreland Ave (SR 42). This includes roundup of curb & gutter on all roads as shown in Exhibits A & B. No pine straw or maintenance of tree islands on Moreland Ave (SR 42). CID will be replacing all the trees within the SR 42 median in the Spring of 2024.

SECTION 4
PROPOSAL CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

TECHNICAL APPROACH

1. **Title Page** Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.
2. **Transmittal Letter** The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:
 - a. A brief statement of the Proposer’s understanding of the project and services to be performed;
 - b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.
3. **Table of Contents**
The table of contents should include a clear and complete identification by section and page number of the materials submitted.
4. **Firm and Team Qualifications**
 - a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
 - b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar projects. Contractor must demonstrate successful past performance of the firm’s ability to provide services as set forth in this specification. Contractors must detail three (3) references to document experience. References must be provided.
 - c. Proposers must identify the anticipated supervisor (s) of their firm that will be assigned to meet the MSCID’s needs. Proposers should identify individuals and subcontractors who will provide the services, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.
 - d. Identification of where similar services have occurred with the Georgia Department of Transportation right-of-way within the constraints of state permitted conditions.
5. **Project Understanding and Approach**
Proposers should provide the MSCID with information regarding their understanding of the CID’s needs with regards to the Scope and Schedule of Work. Proposers should demonstrate a general understanding of the project scope expected by the CID in providing roadside mowing and related maintenance services. As part of this understanding, Proposer’s should address their availability to meet the MSCID’s needs.

6. **Intangibles**

Provide the Selection Committee, as applicable, any differentiating feature that may be of value to the CID (savings in time and/or money) in the performance of this contract. This may include the Alternative Approaches discussed herein this RFP.

PRICE

7. **Cost Structure**

The Attached Bid Tabulation Forms shall be utilized for the submittal. This Form will include the proposed Total Bid and Hourly Unit Costs. Potential Alternative Approaches and Associated Prices.

Attachment B; Bid Form (all 5 pages); must be included in the bid submittal.

SECTION 5

PROPOSAL EVALUATION PROCEDURES

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the MSCID will review the proposals. Proposals will be evaluated to determine which one(s) best meet the needs of the MSCID. After meeting the mandatory requirements (pass/fail), the proposals will be evaluated on their approach, previous experience on similar projects, experience working within the state right-of-way, client recommendations, intangibles, total lump sum bid amount, unit price costs and alternate approaches.

Note: The Evaluation Team will not review the bid of any firm who receives one or more “fail” scores. The Evaluation Team will select the Proposer (s) which best meets the MSCID's needs based upon its evaluation of a firm (s) proposal. Proposals will be evaluated in accordance with the following:

1. Completed Proposal submittals (refer to Section 2.U)	Pass/Fail
2. An original plus three (3) copies of the complete proposal	Pass/Fail
3. Title Page & Transmittal letter	Pass/Fail
4. Local and/or State Government experience (Section 2. B)	Pass/Fail
5. Firm and team qualifications/references	40 points
6. Project understanding and approach	25 points
7. Intangibles	5 points
8. Bid Amount (including alternatives if submitted)	30 points

TOTAL EVALUATION POINTS 100 POINTS

B. PRESENTATION/INTERVIEW

At the option of the MSCID, the top scoring proposers (based on the criteria points) may be asked to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. The MSCID’s Project Manager will schedule the time and location of these presentations and notify the selected firms if interviews are held. If the MSCID elects to conduct a presentation/interview process, an additional 10 criteria points will be assigned to the Total Evaluation Points.

C. INVESTIGATION OF REFERENCES

The MSCID reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion or delivery of projects.

D. CLARIFICATION OF PROPOSALS

The MSCID reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

E. RESERVATION IN EVALUATION

The Selection Committee reserves the right to either: (a) request “Best and Final Offers ” from the finalist firm (s) and award to the lowest priced or (b) to reassess the proposals and award to the firm(s) determined to best meet the overall needs of the MSCID.

F. **INTENT OF AWARD** Upon review of the bids submitted, the MSCID may negotiate a scope of work and a general services agreement with one firm, or may select one or more firms for further consideration.

G. PROPOSAL REJECTION

The MSCID reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. **Reject all proposals;**
5. Award any or all parts of any proposal; and
6. Request references and other data to ascertain responsiveness

**SECTION 6
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving contract awards from the MSCID, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address _____

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR BID

**SECTION 7
PROPOSER ACKNOWLEDMENT**

The undersigned proposes to perform all work as listed in the Specifications, Scope & Schedule of Work sections, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by MSCID policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications. Work scope and work schedule
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.
- C) The actual work to be performed at the issuance of the NTP will be dependent on the time of the year. The CID will utilize Hourly Rates, Unit Prices and Lump Sum Amounts as the basis for payment on the assumed quantities shown in this bid package.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the MSCID.

Name of firm: _____ Address: _____

Telephone Number: _____ Email Address: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____

(Corporate Officer)

Corporation

Partnership

Individual

Federal Tax Identification Number (EIN): _____

Secretary of State Business License Number: _____

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR BID

**SECTION 8
ADDENDUM ACKNOWLEDGMENT**

**MSCID COMMUNITY IMPROVEMENT DISTRICT
RIGHT OF WAY MAINTENANCE SERVICES**

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN # (required) _____
(Federal I.D. Number)

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____

TYPED/PRINTED NAME _____

TITLE _____ EMAIL _____

**PROPOSER IS RESPONSIBLE FOR ACKNOWLEDGING ALL ISSUED ADDENDUM
& “RESPONSE TO QUESTIONS” AS FOLLOWS:**

INITIAL YOU REVIEWED EACH OF THE FOLLOWING ADDENDA & RESPONSE TO QUESTIONS:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

Other Addendum # _____ (as applicable)

Acknowledgement that “Response to Questions” were Received: _____

Date of “Responses to Questions” Posted by the City: _____

Signature acknowledges that Proposer has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions, and is submitting without collusion with any other individual or firm. Only one (1) proposal will be accepted from any person, firm or corporation. You must submit a proposal with an authorized signature.

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR BID

SECTION 9

NON-COLLUSION AFFIDAVIT

Under oath I certify that I am a principal or other representative of the firm of and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibilities for the foregoing subject matter and as such I am personally knowledgeable of all of its pertinent matters. We certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid/proposal. We certify that no person associated with our firm is an employee of, or affiliated with the MSCID or its consultants. We further certify that any financial contributions provided by the firm to any CID Board Members will be identified and included in the bid package.

Signature

Sworn and subscribed before me
This ____ day of _____, 20__.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR BID

**ATTACHMENT A
MSCID
STATEMENT OF PROPOSAL**

Name of Contractor: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the MSCID's Request for Proposal for Right-of-Way Maintenance Services.

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES (projects similar to this ITB)

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR BID

ATTACHMENT B

BID FORM - CONTRACTOR 'S PROPOSAL

(3 pages)

MSCID RESERVES THE RIGHT TO ADD/MODIFY/DELETE WORK SITES IN THIS CONTRACT. ANY SCOPE INCREASES IN WORK TASKS IN SECTIONS A-G BELOW SHALL BE CHARGED ACCORDING TO THE UNIT PRICES IDENTIFIED IN THIS BID FORM.

BIDDERS ARE REQUIRED TO SUBMIT A PRICE FOR ALL THE WORK AREAS DEFINED IN THIS BID FORM.

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages, hereby bids as follows:

WORK TASKS

Sections A-C

Section A	Quantities	Unit Price	Sub-Total
DESCRIPTION	**	(\$/SY	
Provide Right-of-Way Mowing (Refer to Table 1 & 2)	79,829		

Section B	Quantities	Unit Price	Sub-Total
DESCRIPTION	**	(Each)	
Trash & Debris Removal (Refer to Tables 1 & 2)	238		

Section C	Quantities	Unit Price	Sub-Total
DESCRIPTION	**	(\$/SF)	
Maintenance of Hard Surfaces (Refer to tables 1 & 2)	165,574		

TOTAL (all 3 sections) \$ _____

NOTE: Herbicide treatment is included in Section 3.A
 ** See Exhibit A identifying approximate quantities

Section D

LUMP SUM FOR FERTILIZERS AND EMERGENTS

Description	Treatment Type	Est. Quantity (gallons)	Unit Price/Gallon	Sub-Total
<ul style="list-style-type: none"> • SR 42 grass median area only for fertilizer and emergents • Roundup for concrete median flat surfaces on Moreland, C&G as specified on roads in Table 2 and all concrete channelized islands at intersections that abut SR 42 	Fertilizer – 2X/yr (.30 gallons/1000 SF)	150	_____	\$ _____
	Pre-emergent – 2x/yr. 6 quarts/acre per application	60	_____	\$ _____
	Roundup (6 ounces per 1000 sf) as described herein – monthly hard surfaces	125	_____	\$ _____
	Post emergent – 2x/yr; 6 quarts/acre per application	60	_____	\$ _____
TOTAL LUMP SUM				\$ _____

Bidder shall identify the product to be used and the application rate proposed for the emergent's and fertilizer. Application rate shall be in accordance with general lawn maintenance practices in Georgia for turf grasses.

CID will require documentation that supports the dates when fertilizer and herbicide applications occur.

Section E

LANDSCAPE MAINTENANCE

DESCRIPTION
International Park Dr. @ Bouldercrest (pine straw, weed control and 2x/ year pruning. Includes three installations of 64 bales of pine straw per installation. Weed control monthly)
Lump Sum: \$ _____

Section F

GRAFFITI REMOVAL

Description ①	Quantities	Unit Price (per square feet)	Lump Sum
Removal of graffiti with graffiti removal (includes use of paint to match underlying color on surface when graffiti is unable to be removed with a graffiti removal product)	2000 SQ	\$ _____	\$ _____

① No work shall proceed unless directed by the Executive Director

Section G

LUMP SUM FOR PAYMENT & PERFORMANCE BONDS

100% PAYMENT & PERFORMANCE (P&P) BONDS (bond fee for Moreland Ave Only)	\$ _____
--	----------

<p><u>TOTAL BID AMOUNT</u> ①</p> <p>(Sections A-G)</p> <p>\$ _____</p> <p>Written Total Bid Amount: _____</p> <p>NOTE: ① Total bid amount includes all sections above. The <u>actual monthly invoicing</u> will only be the totals of Sections 3. A-C, 3.E and 3.G.</p>
--

NOTE: Bidders must submit a bid amount for **EACH** of the UNIT PRICES in Attachment B (3 pages). Bidders that do not comply with this requirement will not be considered a qualified bidder and bid will be rejected.

Bidders Signature:

Print Corporate Name of Bidding Firm: _____

Print Bidder Rep. Name and Title: _____

Bidder Representative Signature: _____

*****BIDDER REQUIRED TO SUBMIT SECTIONS 6-9 & ATTACHMENTS A & B. ATTACHMENT B INCLUDES 3 PAGES*****

EXHIBIT A

TABLE 1 ROW MAINTENANCE SERVICES ESTIMATED QUANTITIES SUMMARY

ROAD (limits as shown in Table 1)	Mowing (Frequency As Noted Table 2) Approximate SY	Trash and Debris <u>Removal</u> (Frequency As Noted Table 2) Total	Maintenance of <u>Hard Surfaces</u> (Frequency as noted Table 2) Approximate LF
A. Bouldercrest Road	997	12	10,386
B. Cedar Grove Rd (SR 42 to bridge closure)	5,667	12	6,934
C. Constitution Road	11,610	26	2500
D. Fayetteville Road	5,444	6	NA
E Fayetteville Road	2800	6	NA
F. Henrico Road	20,440	26	60,000 5
G. Old McDonough Rd	1600	12	2500
H. Transport City Drive	420	12	3400
I. Bailey Street	490	12	1350
J. Continental Way	2000	26	6650 4
K. Fleetwood Road	2,350	12	0
L. Woodstock Road	NA	6	0
M. International Park Drive	972	26	3960
N. Bonsal Road	833	12	4328
O. Moreland Ave (includes grass median)	23,900 1	26	59,834 (6270 SY) 2
P. Mason Dixon Road	306	6	900
Q. International Park Dr @ Bouldercrest Road (landscape maintenance) 3	NA	NA	NA
TOTAL	79,829	238	109,144 (LF of 12 inch C&G) – 169,144 SF 6270 (SY) – 56,430 SF Total = 165,574 SF

Note: Quantities are approximate (except for trash & debris pickup). Bidders are strongly encouraged to verify Quantities and field conditions.

- 1** Mowing all medians and shoulder on the east side of SR 42 within right-of-way
- 2** The 6270 SY of flat surfaces (concrete median) is in addition to the 57,872 LF of 12 inch wide gutter C&G. Flat surfaces includes ALL concrete channelized islands and associated C&G at all intersections that intersect SR 42. Use of roundup on all flat surfaces including channelized surfaces to ensure weed control along concrete joints and other openings.
- 3** See Section 3.E in Attachment B – pruning/pine straw/weed control
- 4** See Exhibit C; Table 3 – weed control through use of roundup (2x/month) in the area above the stone wall to the fence line
- 5** Spray roundup concrete embankments under the 3 bridges

EXHIBIT B

TABLE 2

WORK TASKS AND FREQUENCY SPREADSHEET

Project Limits	CID – Work Tasks					
	Mowing Right-of-Way (Note #1)		Trash & Debris Removal		Maintenance of Hard Surfaces	
	Work Task	Frequency & Total	Work Task	Frequency & Total	Work Task	Frequency & LF
A. Bouldercrest Road – International Park Dr. to Continental Way	YES	ONCE / 2 weeks 26	YES	ONCE/month 12	YES	ONCE / month 12
B. Cedar Grove Road – Thurman Rd (SR 160 – Thurman Rd) to bridge closure ①	YES	ONCE / 2 weeks 26	YES	ONCE/month 12	YES	ONCE / month 12
C. Constitution Road – Bouldercrest to Fayetteville Rd	YES	ONCE / 2 weeks 26	YES	ONCE/2 weeks 26	YES	ONCE / month 12
D. Fayetteville Rd – Bailey Street to SR 42	YES	ONCE /month 12	YES	ONCE/ 2 months 6	NA	NA
E. Fayetteville Rd – Bailey Street to Constitution	YES	ONCE /month 12	YES	ONCE /2 months 6	NA	NA
F. Henrico Road – SR 42 to Koppers Road (includes all underpasses)	YES	ONCE / 2 weeks 26	YES	ONCE /2 weeks 26	YES	ONCE / month 12
G. Old McDonough Road (2 sections) – end of pavement to gated section of road	YES	ONCE / 2 weeks 26	YES	ONCE/month 12	YES	ONCE / month 12
H. Transport City Drive – Old McDonough Road to dead end	YES	ONCE / 2 weeks 26	YES	ONCE/ month 12	YES	ONCE / month 12
I. Bailey Street – Fayetteville/Woodstock to SR 42	YES	ONCE / 2 weeks 26	YES	ONCE/month 12	YES	ONCE / month 12
J. Continental Way – Bouldercrest Rd to International Park Dr.	YES	ONCE / 2 weeks 26	YES	ONCE /2 weeks 26	YES	ONCE / month 12
K. Fleetwood Dr. – Fayetteville Rd to Sunnyhill Dr.	YES	ONCE / 2 weeks 26	YES	ONCE/2 weeks 26	NA	NA
L. Woodstock Road – Bailey St to SR 42	NA	NA	YES	ONCE /2 months 6	NA	NA
M. International Park Drive – Dead end to Bouldercrest Road	NA	NA	YES	ONCE/2 weeks 26	YES	ONCE / month 12
N. Bonsal Rd. – Cedar Grove Rd. to Henrico Rd.	YES	ONCE/ 2 weeks 26	YES	ONCE/month 12	NA	ONCE / month 12
O. Moreland Ave (SR 42) – Woodstock Rd to Conley Road; median included	YES	ONCE/ 2 weeks 26	YES	ONCE/ 2 weeks 26	YES	ONCE / month 12
R.. Mason-Dixon Road – Old McDonough Rd to SR 42	YES	ONCE/month 12	YES	ONCE/2 months 6	YES	ONCE/ quarter 4
TOTAL		322		238		136

NOTE: Assume a 12 month contract beginning on the date of the NTP issuance

NOTE: ① All stated services shall occur west side of Cedar Grove bridge. No services required between barricades

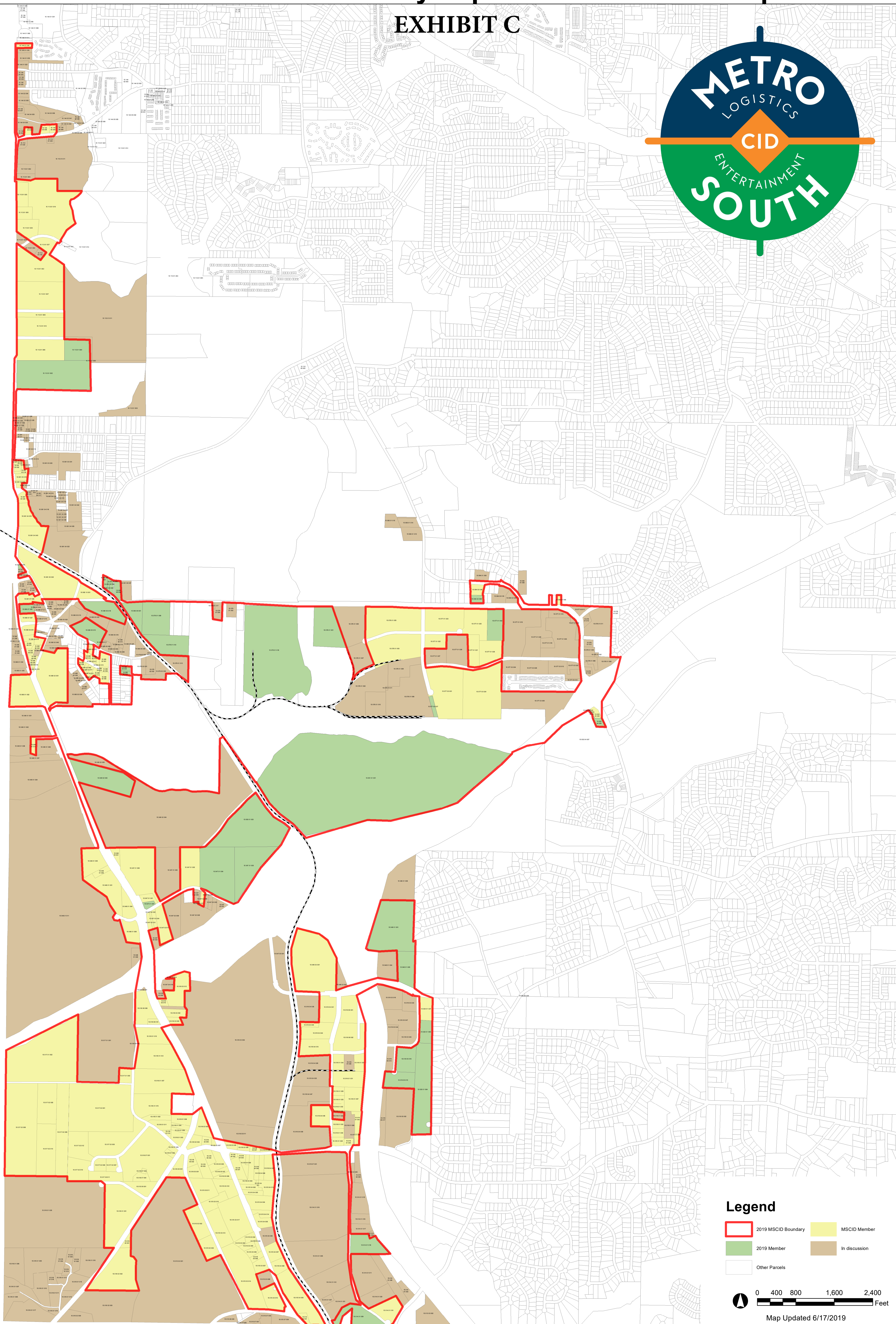
EXHIBIT C

CID DISTRICT MAP & WORK TASK LOCATIONS


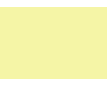
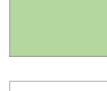


NOT TO SCALE – FOR INFORMATIONAL PURPOSES ONLY

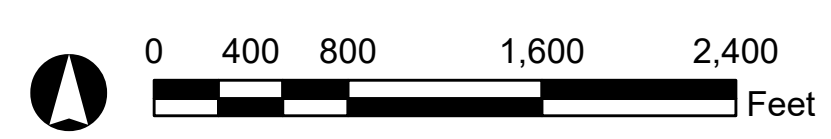
Metro South Community Improvement District Map

EXHIBIT C



Legend

-  2019 MSCID Boundary
-  MSCID Member
-  2019 Member
-  In discussion
-  Other Parcels



Map Updated 6/17/2019