



REQUEST FOR PROPOSALS NO. 24-000
Xpress Park and Ride Lot Grounds Maintenance Services

Instructions to Proposers:

All spaces below and all offer documents as outlined in are to be filled in with signatures where indicated. Failure to sign may render your proposal invalid.

PROPOSAL OF:

Name of Bidder: _____

Address: _____

City, State and Zip Code: _____

SUBMIT PROPOSAL TO:

ATLANTA-REGION TRANSIT LINK AUTHORITY
Staci Winston, Procurement & Contracts Director
245 Peachtree Center Avenue, Suite 2200
Atlanta, Georgia 30303

Proposals Due and Open: April 21, 2023, 2:00 PM, Local Time (Atlanta, GA)

Schedule of Events

Release RFP	March 22, 2023
Deadline for Vendor Written Questions	
(Submit questions by email to Procurement@srta.ga.gov)	March 31, 2023
Responses to Written Questions	April 7, 2023
Proposal Submission Deadline	April 21, 2023, 2PM EST
Notice of Intent to Award	May 18, 2023*
Notice of Contract Award	May 25, 2023*

*Subject to change without a formal addendum to the RFP.

All questions should be submitted by email to Procurement@srta.ga.gov. Questions must be submitted no later than the deadline specified in the above Schedule of Events. Answers to written questions received will be available at the Atlanta-region Transit Link Authority (ATL) website at <https://atltransit.ga.gov/doing-business-with-atl/>. Answers are provided for informational purposes only and will not be considered binding unless incorporated by addendum to this RFP. All questions and answers will be posted to the ATL's website where the RFP document is located. Proposers are reminded and encouraged to check this website daily for any changes to the RFP as well as to check this website for Notice of Contract Award. Posting of Notice of Award shall constitute official public notification.

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PART 1 – SOLICITATION, OFFER, AND AWARD

1. Information for Proposers

1.1 *Purpose of Procurement*

The purpose of this solicitation is to request proposals from qualified companies to provide grounds maintenance services for the Xpress Park and Ride Lots. The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, services, and incidentals to provide complete grounds maintenance services as provided herein. The Scope of Services begins on page 24 of this PDF.

The services to be performed shall generally fall into the following National Institute of Government Purchasing (NIGP) commodity codes:

- 561730-Landscaping Services
- 561710—Pest Control

All respondents to this RFP are subject to the instructions communicated in this document and are cautioned to review the entire RFP and carefully follow the instructions herein.

Proposals will be accepted until 2:00PM (EST), **April 21, 2023**. Instructions for requesting a copy of the RFP document can be found on the ATL website at <https://atltransit.ga.gov/doing-business-with-atl/>.

1.2 *Type and Term of Contract*

ATL shall negotiate and enter into a fixed price type contract with the selected Contractor. The contract to be awarded by ATL shall be for a period of three (3) years. All extensions or renewals shall be made in writing and executed by both parties prior to the contract expiration date.

1.3 *Solicitation Schedule*

Release RFP	March 22, 2023
Deadline for Vendor Written Questions (Submit questions by email to Procurement@srta.ga.gov)	March 31, 2023
Responses to Written Questions	April 7, 2023
Proposal Submission Deadline	April 21, 2023, 2PM EST
Notice of Intent to Award	May 18, 2023*
Notice of Contract Award	May 25, 2023*

*Tentative and subject to change with no formal modification to the RFP document. Changes to all other dates require the issuance of a formal addendum to the RFP document.

1.4 *Restrictions on Communications with ATL during Solicitation, Offer, and Award Period*

From the date of issuance of this solicitation through the date of contract award by ATL, all official communications to and from ATL regarding this solicitation will be transmitted in writing (defined as being sent or received via letter or email on official firm/agency letterhead or by electronic mail).

All vendor communications concerning this solicitation should be directed to the ATL Procurement Director. **Unauthorized contact regarding this solicitation with other ATL staff, or ATL Board members, members may result in disqualification.**

Any oral communications will be considered unofficial and non-binding on ATL. Proposers should only rely on written statements issued by the ATL Procurement Director.

1.5 *ATL Contact Information*

The mailing and delivery address for all correspondence and/or deliveries related to and during this solicitation for ATL shall be directed as follows:

Atlanta-region Transit Link Authority
245 Peachtree Center Avenue NE, Suite 2200
Atlanta, GA 30303

All inquiries, offers, submissions, and/or other correspondence regarding this solicitation (excluding protests submitted in accordance with Part 1, Section 2.10 below) must be directed in writing to:

Staci Winston, Procurement & Contracts Manager
Atlanta-region Transit Link Authority
245 Peachtree Center Avenue NE, Suite 2200
Atlanta, GA 30303
E-mail: Procurement@srta.ga.gov

2. Solicitation Terms and Conditions / Instructions to Proposers

2.1 *Deadline for Submission of Proposals / Late Proposals*

Proposals submitted in response to ATL Solicitation No. 24-000 must be received by ATL no later than 2:00 p.m. (ET) on April 21, 2023 to ensure that they are evaluated for contract award by the Evaluation Committee for this procurement. Proposals received after the submission deadline will not be evaluated.

2.2 *Format of Proposals*

Five (5) total paper copies of each proposal, inclusive of one (1) original, as well as one (1) electronic copy on USB drive must be submitted to the ATL Procurement Director for the RFP to be eligible for evaluation and consideration for contract award.

The electronic copy, whether submitted on a USB drive, must be submitted in Portable Document Format (PDF), Microsoft Word, and/or Microsoft Excel formats. The USB drive shall contain electronic file copies of all complete, signed Offer Documents that are submitted in paper copy format.

All proposals must be prepared and submitted in accordance with the proposal format and content requirements specified in Part 1, Section 3 below. Proposals must be typed. The included required forms may be completed by using the free Adobe Reader software available at <http://get.adobe.com/reader/>.

The "original" **paper copy** of the RFP must be unbound. All paper copies must be clearly marked as being either "Original" or "Copy" as applicable.

All RFPs must be prepared and submitted in accordance with the RFP document format and content requirements specified in Section 3 below. RFPs must be typed in English and all pricing must be provided in US dollars. As a condition of submission responsiveness, all Offer Documents that require the signature of Proposer must be signed.

Any contract award made as a result of this solicitation shall bind the Proposer to all of the terms, conditions and specifications set forth in this RFP.

2.3 *Location for Submission of Proposals / Methods of Delivery*

Proposals must be submitted exclusively to Staci Winston, Procurement Director, at the address noted in Section 1.5. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to ATL by the specified date and time. ATL is not responsible for late or lost deliveries of proposals submitted via electronic mail.

Proposals that are submitted by hand delivery or delivery by U.S. Postal Service or private courier/delivery service must be delivered to the ATL administrative office located at 245 Peachtree Center, Suite 2200, Atlanta, GA 30303. ATL's physical address and mailing address are the same.

All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes submitted within a larger envelope, package, or box) containing a proposal on USB drive must be clearly marked with the following identifier on the outside of the envelope, package or box:

"Proposal in response to ATL Solicitation No. 24-000:
RFP for Grounds Maintenance Services – April 21, 2023, 2:00 p.m. (ET)
ATTN: Staci Winston, Procurement Director
To be opened by addressee only."

Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the proposal being discovered and/or opened late. ATL is not responsible for proposals discovered and/or opened late due to Proposer's failure to mark the proposal as specified. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered

to ATL by the specified date and time. ATL is not responsible for late or lost deliveries by the U.S. Postal Service or private courier/delivery services.

2.4 *Questions*

Questions regarding the RFP must be submitted to ATL in writing by 2:00 p.m. (ET) on March 31, 2023. Written questions must be submitted to the attention of Staci Winston, Procurement Director in accordance with Section 1.5 above. **Inquiries must be in the form of questions.** Questions should be submitted utilizing the attached document provided *RFP 24-000 Park and Ride Lots Grounds Maintenance Questions and Answers*. ATL may not respond to written questions received after the submission deadline.

ATL staff will review and evaluate all written questions that are received by the submission deadline and will post responses to all questions to both the Georgia Procurement Registry web site at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and ATL web site at <https://atltransit.ga.gov/doing-business-with-atl/> not later than 5:00 p.m. (ET) April 7, 2023. It is the sole responsibility of the Proposer to make itself aware of ATL's responses to written questions. Responses to questions are provided as information only and do not in any way alter the contents of the Solicitation inclusive of the Scope of Services and the remainder of the RFP documents. Revisions to the Solicitation shall be made only via formally issued Amendments (i.e. Addenda). Only such written addenda shall constitute revisions to the Solicitation that are binding upon ATL.

2.5 *Amendments to Solicitation (Addenda) / Postponement of Proposal Submission Deadline*

ATL reserves the right to revise or amend the RFP up to the time set for the submission of proposals. Such revisions and amendments, if any, shall be announced by written addenda to the RFP. If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days as in the opinion of ATL shall enable potential Proposers to revise their proposals. In any case, the proposal submission deadline shall be at least five business days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of proposals.

Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. Copies of all addenda will be made available on both the Georgia Procurement Registry web site at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the ATL web site at <https://atltransit.ga.gov/doing-business-with-atl/>. All potential Proposers that have previously requested and received a copy of the RFP document will be notified via e-mail that an addendum is available. This process will be repeated each time an addendum is made available by ATL.

ATL will not be responsible for a potential Proposer failing to receive notification of the availability of addenda. It is the sole responsibility of each potential Proposer to check the ATL and Georgia Procurement Registry websites for addenda.

Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #3 (Acknowledgement of Addenda), included in this RFP, as part of its proposal. As with other required documentation, proposals that fail to reference receipt of addenda by inclusion of Offer Document #3 (Acknowledgement of Addenda) may be excluded from consideration for a contract award.

2.6 *Modification of Proposals*

Except at the written request of ATL, no proposal may be modified after the deadline for proposal submission identified in Section 2.1.

2.7 *Single Response to Solicitation*

If only one proposal is received in response to this RFP, a detailed cost analysis of the single proposal may be requested of the single Proposer. A cost analysis, evaluation, and/or audit of the proposal may also be performed by ATL in order to determine if the proposal price is fair and reasonable. If ATL determines that a cost analysis is required, the single Proposer must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

2.8 *Confidential / Proprietary Information*

Any and all materials submitted in response to this RFP are subject to public inspection, pursuant to the provisions of Georgia's Open Records Act upon completion of the RFP process. ATL's receipt, review, evaluation or any other act or omission concerning any such information shall not be considered to create an acceptance of any obligation or duty for ATL to prevent the disclosure of any such information except as required by the Open Record Act. Proposers that decide to submit information they believe should be exempt from disclosure under the Open Records Act shall: (i) clearly mark each page containing such information as confidential, proprietary or exempt, (ii) shall include such information in a different color from the rest of the proposal text, (iii) shall state the legal basis for the exemption with supporting citations to the Georgia Code, and (iv) for records containing trade secrets, Proposers who wish to keep such record confidential shall also submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

Pursuant to Georgia Law, if the information is requested under the Open Records Act, ATL shall make a final determination if any exemption actually exists for ATL to deny the request and prevent disclosure. ATL will withhold such information from public disclosure under the Open Records Act only if ATL determines, in its sole discretions, that there is a legal basis to do so.

All material submitted regarding the RFP becomes the property of ATL.

Any activity pursuant to this RFP by any Proposer is governed by all applicable laws, including without limitation, State and Federal antitrust laws.

2.9 *Reserved Rights*

ATL reserves the right to reject any and all proposals or any portion of a specific proposal for any reason. Issuance of this RFP and receipt of proposals does not commit ATL to award a contract.

ATL has the sole right to select the successful proposal(s) for contract award(s); to reject any proposal as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFP; to cancel the solicitation and to advertise for new proposals; to

award a contract(s) to other than the Proposer submitting the lowest cost proposal; or not to award a contract as a result of this RFP.

ATL reserves the right to accept any proposal deemed to be in the best interest of the ATL and to waive any irregularities in any proposal that does not prejudice other Proposers. ATL further reserves the right to negotiate with the Proposer(s) whose proposal(s) is considered by the ATL, to be most advantageous to the ATL and does not unduly place ATL at risk from a legal perspective.

ATL further reserves the right to retain all proposals submitted and to use any ideas or concepts in any proposal for any purpose regardless of whether that proposal is selected for contract award.

Proposals shall be submitted to ATL on the most favorable of terms possible from the standpoint of cost, quality, and technical capability. No Proposer shall have any cause of action against ATL or the ATL arising out of the methods by which proposals are evaluated.

2.10 Protest Procedures

2.10.1 Filing

- a. An Interested Party is the only part that may file a Protest under this Procedure. An Interested Party shall be defined as any party with a direct economic interest in providing the goods or services sought in the procurement that is the subject of the protest or only those proposers/bidders who actually filed a timely and responsive proposal/bid that complies with the requirement of the procurement that is the subject of the protest.
- b. All protests, and any subsequent pleadings, correspondence or other communications with respect to such protest must be filed, in writing, with a signed original and three (3) copies delivered to the ATL Procurement and Contracts Manager on a business day, which shall not include observed State holidays, between the hours of 9:00 a.m. and 5:00 p.m. local time, at the same address shown for submitting the proposal/bid that is the subject of the protest. The filing or copying of any pleadings, correspondence or other communications with respect to a protest with any other ATL official other than the ATL Procurement and Contracts Manager shall subject the protest to summary dismissal in accordance with this section.
- c. All protests must be received by the ATL Procurement and Contracts Manager no later than 5:00 p.m. local time on the last day that such protest may be filed with respect to a particular proposal/bid in accordance with the protest policy as outlined below. Protests may be filed only by hand delivery, U.S. mail or commercial carrier. Protests received by email or fax will not be considered.
- d. Failure to timely file the protest or any supporting documents that are required to be filed as a part of the protest will result in the protest being deemed untimely and subject to summary dismissal. Protests will be date and time stamped by ATL, and timeliness will be determined solely by ATL with reference to such date/time stamp.
- e. Upon receipt of a protest, the ATL Procurement and Contracts Manager shall review the protest for compliance with the procedures and requirements as set forth in this section and the applicable proposal/bid documents. Protests that fail to comply with any

mandatory item in this section shall be subject to summary dismissal in accordance with this section.

- i. Upon receipt of a protest, the ATL Procurement and Contracts Manager shall review the protest for compliance with the procedures and requirements as set forth in this section and the applicable proposal/bid documents. Protests that fail to comply with any mandatory item in this section shall be subject to summary dismissal in accordance with Section 2.10.5-Summary Dismissal below.
- ii. Upon receipt of any subsequent pleadings, correspondence or other communications with respect to a Protest that are permitted by this Procedure or requested by the Protest Decisionmaker from the Protestor, the ATL Procurement and Contracts Manager will forward such materials as expeditiously as possible to the appropriate Protest Decisionmaker for the Protest.

2.10.2 Form of the Protest

- a. All protests must be filed in an envelope labeled "PROTEST," which identifies the protestor's name and address, the name of the ATL Procurement and Contracts Manager, and the ATL solicitation number and title assigned to the solicitation or contract.
- b. Protests must be on the protestor's letterhead and shall not exceed ten (10) pages in length (including all attachments and exhibits thereto that contain any written pleadings or argument, but excluding supporting documentation as outlined in the following paragraph. Each page shall have print on only one side of the page with margins no smaller than one inch (1"). The font size shall be no smaller than Courier 10 characters per inch, 12 point (or equivalent).
- c. Any supporting documentation that is cited or specifically referenced in the protest, whether or not it is already in the possession of ATL (except for copies of ATL solicitation documents publicly posted and issued by ATL) or protestor, must be filed simultaneously with the Protest, if such documentation is publicly available at the time of filing. Only supporting documentation that was not publicly available as of the deadline for filing said protest will be accepted as a subsequent filing or pleading from the protestor and will be handled in accordance with Section 2.10.1 (e)(i). All other subsequent pleadings, correspondence or other communications with respect to a protest that are submitted by the protestor, but not first requested by the ATL Procurement and Contracts Manager pursuant to Section 2.10.7 will be handled in accordance with Section 2.10.1 (e)(ii).
- d. Each protest shall contain the following mandatory information:
 - (i) Protestor's name, address, telephone number, and email address.
 - (ii) A signed and notarized affidavit of the protestor's chief executive officer or the protestor's legal counsel, given under oath and expressly stating that it is given under penalty of perjury, that the

contents of the protest are true and correct and that the filing of the protest is authorized by the protestor's chief executive officer.

- (iii) The signature of the protestor's chief executive officer or the protestor's legal counsel, whichever is signing the Protest for or on behalf of the protestor, notarized separately from, and in addition to, the notarized affidavit under (insert reference).
- (iv) The specific title assigned by the ATL to the procurement and to the specific solicitation document that is the subject of the Protest, and all associated ATL solicitation or contract numbers, must be clearly shown on each page of the protest.
- (v) A specific detailed statement of all legal and factual grounds relied upon by the protestor in filing its protest. Any grounds not included in the protest that the protestor could have raised when the protest was filed will be deemed irrevocably waived and may not be part of, or grounds for, that or any subsequent protest or other legal action filed by protestor.
- (vi) Information in the form of signed affidavits or supporting documentation sufficient to show that the protestor qualifies as an interested party for the procurement with respect to which such protest is filed.
- (vii) Evidence that the filing of the protest is timely along with all supporting documentation.
- (viii) A specific statement of the form and nature of the relief requested by protestor.

The ATL Compliance Manager will conduct a procedural compliance review to determine whether the protest fails to comply with the mandatory items in Section 2.10.2- Form of Protest, subsection (d). The protestor's failure to include in its protest all of the mandatory items specified in Section 2.10.2-Form of Protest, subsection (d) shall subject the protest to summary dismissal in accordance with Section 2.10.5-Summary Dismissal.

2.10.3 *Time for Filing*

a. Pre-Proposal/Pre-bid Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted to ATL within ten (10) calendar days of when the basis for protest is known or should have been known to the protestor (whichever is earlier), but in no event later than the proposal/bid submission deadline. Any protest by the protestor with respect to any matter or event first occurring on or before the proposal/bid response date, including any aspect of the procurement process or the solicitation documents issued or occurring prior thereto, must be made within the time frame set forth in herein or will be deemed irrevocably waived and may not be part of, or grounds for, any subsequent Protest or other legal action filed by Protestor. For purposes of this protest filings, interested parties shall be deemed to have knowledge of the form and contents of any solicitation document at the time that such solicitation document is first posted to the Georgia Procurement Registry website or otherwise

put on public notice in accordance with the written policies of the ATL.

The ATL Executive Director shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by ATL Executive Director as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by ATL Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth in O.C.G.A. §50-13-19, or review by FTA below.

b. *Pre-Award Protests*

With respect to protests made after the deadline for submission of bids/proposals but before contract award by ATL, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, ATL's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to ATL Executive Director as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by ATL.

The ATL Executive Director may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that ATL shall announce the contract award.

The decision by ATL Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth in O.C.G.A. §50-13-19 or review by FTA as specified below.

All protests must be directed in writing to:

ATL Procurement and Contracts Manager
Atlanta-region Transit Link Authority
245 Peachtree Center Avenue, Suite 2200
Atlanta, GA 30303

c. *Protest Response*

The ATL Executive Director shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, ATL will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official ATL response to the protest and ATL will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

Protests not filed in accordance with the deadlines set forth in Section 2.10.3-Time for Filing shall be deemed untimely and subject to summary dismissal pursuant to Section 2.10.5-Summary Dismissal as noted below.

2.10.4 Protest Decisionmaker

- a. Except as specifically set forth in this paragraph and in Section 2.10.4 (b), all Protests shall be decided by the ATL Procurement and Contracts Manager who is authorized by the Executive Director to resolve or rule on any Protest. The Procurement and Contract Manager's actions, decisions and orders in such capacity as Protest Decisionmaker shall be deemed to be on behalf of the Executive Director and effective as though taken by the Executive Director. If at the time of filing, ATL does not have a Procurement and Contracts Manager then the Executive Director may designate, in his/her discretion, any other ATL employee (other than the Executive Director, or the Protest Coordinator or Contracting Officer for the particular procurement that is the subject of the Protest) to serve as Protest Decisionmaker until a Procurement and Contracts Manager is appointed or on a case by case basis at any time after receipt of a Protest and prior to the appointment of a Third Party Hearing Officer with respect to such Protest under Section 2.10.4(b).
- b. At the sole and exclusive discretion of the Procurement and Contracts Manager exercised at any time prior to the issuance of a decision with respect to a Protest, the Procurement and Contracts Manager may request that the Executive Director appoint a Third Party Hearing Officer to recommend a resolution or ruling on any Protest in accordance with Section 2.10.8-Protest Adjudication Procedures. Upon such appointment of a Third Party Hearing Officer by the Executive Director, the Third Party Hearing Officer's actions, decisions and orders in such capacity as Protest Decisionmaker shall be deemed to be on behalf of the Executive Director and effective as though taken by the Executive Director, subject, however, to Section 2.10.8-Protest Adjudication Procedures. Upon the request for and appointment of a Third Party Hearing Officer with respect to a particular Protest, such appointment of a Third Party Hearing Officer with respect to such Protest shall be irrevocable and the Procurement and Contracts Manager shall not thereafter be entitled to rule singly on the Protest.

2.10.5 Summary Dismissal

The ATL Executive Director, may, in his/her sole discretion, summarily dismiss any protest failing to comply with any aspect of this procedure or any aspect of the applicable solicitation documents issued by the ATL. Protester will be notified in writing by facsimile transmission or electronic means, with the original to follow by United States Mail, of the summary dismissal of its protest.

2.10.6 Time for Decision by Protest Decisionmaker

Protests that are not either summarily dismissed or withdrawn (or deemed withdrawn) shall be forwarded by the Protest Coordinator to the Protest Decisionmaker for a decision, as expeditiously as possible after the end of the Protest Coordinator's procedural compliance review. The Protest Decisionmaker shall issue a decision as expeditiously as practical within Thirty (30) Business Days from the later to occur of:

1. The day the Protest is forwarded by the Protest Coordinator to the Protest Decisionmaker for a decision, or
2. The receipt of any requested information from the Contracting Officer, the Protestor or any other party who has relevant information that the Protest Decisionmaker deems necessary in order to render its decision on the Protest.

2.10.7 Protest Decisionmaker's Investigation

1. The Protest Decisionmaker may request or permit submission of additional statements or documentation from the Contracting Officer, as the Protest Decisionmaker deems necessary in its sole discretion.
2. The Protest Decisionmaker may make a reasonable investigation and is authorized to request any information or documentation it deems necessary in order to render a decision on the Protest.

2.10.8 Protest Adjudication Procedures

1. The Protest Decisionmaker, in its sole discretion, may issue written questions to the Protestor on any issue the Protest Decisionmaker deems necessary for its consideration of the Protest. Such written questions may be issued in lieu of or in addition to a hearing. Unless specifically required or permitted by this Procedure, or otherwise specifically requested by the Protest Decisionmaker in writing to the Protester, the Protester may not file any written pleading, motion or other written documentation with the Contracting Officer or the Protest Decisionmaker after Protester's filing of the initial Protest.
2. The Protest Decisionmaker, in its sole discretion, either at the Protest Decisionmaker's own instance or upon the Protestor's prior written request submitted in accordance with Section 2.10.1 (b), may elect to conduct a hearing in connection with the Protest. Any requests for a hearing must include a brief statement demonstrating that the Protest Decisionmaker's decision will be aided by a hearing. In the event that the Protest Decisionmaker schedules a hearing, the notice of the hearing may set forth the scope of the hearing, including, but not limited to, the issues to be addressed, the length of hearing and whether documentary or testimonial evidence will be accepted. Alternatively, the Protest Decisionmaker may conduct a pre-hearing conference concerning the procedures to be followed at the hearing, what issues are under consideration and a list of witnesses who may testify. The issues and evidence considered by the Protest Decisionmaker are within the sole discretion of the Protest Decisionmaker.
3. Subject to Section 2.10.8(4), the Protest Decisionmaker may fashion any remedy the Protest Decisionmaker deems consistent with the procurement process and the Solicitation Documents, including without limitation,
 - i. Deny the Protest in whole or in part,
 - ii. Sustain the Protest in whole or in part, or
 - iii. Subject to Section 2.10.8(4), order the Contracting Officer to take any measure consistent with the Protest Decisionmaker's remedy, including without limitation,

- iv. Award the contract in accordance with the Contracting Officer's original decision,
 - v. Suspend Contract Award or other Solicitation Decision and reevaluate the Solicitation Responses,
 - vi. Cancel the procurement or solicitation,
 - vii. Amend the procurement, or
 - viii. Any other remedy the Protest Decisionmaker determines is necessary to protect or maintain the integrity of the ATL's procurement process.
4. The decision of the Protest Decisionmaker shall be final; provided, however, that if a Third Party Hearing Officer is the Protest Decisionmaker, the Third Party Hearing Officer shall only be entitled to make a written recommendation to the Executive Director containing the Third Party Hearing Officer's proposed ruling on the Protest.
- i. The Executive Director may:
 - a. Accept, modify or reject the Third Party Hearing Officer's recommendation in whole or in part;
 - b. Return the matter to the Third Party Hearing Officer with instruction; or
 - c. Make any other appropriate disposition.
 - ii. The Executive Director's decision shall be deemed the final decision of the Protest Decisionmaker.

2.10.9 Stay of Procurement During Protest

The ATL Executive Director may order a stay in the opening of a proposals/bids received or of the contract performance if the Executive Director determines, in the Executive Director's sole discretion, that a stay is in the best interest of the ATL, any affected Agency or the State of Georgia. Should the Executive Director not stay contract performance pending the resolution of any protest to an actual Contract Award, the contract may be awarded on a contingent basis, subject to revocation, revision or other adjustment or modification based on the final decision of the Executive Director in such Protest.

2.10.10 Costs

Neither the protestor, any interested party nor any other third party shall be entitled to recover any costs incurred in connection with the procurement process, the solicitation, the protest, and/or compliance or attempted compliance with this policy, including preparation costs or attorneys' fees.

2.10.11 Governing Law

The laws and regulations of the State of Georgia, without application of its conflicts of laws principles, shall govern any action brought pursuant to this Protest Procedure.

2.10.12 Judicial Review

Any further legal action by the Protestor upon the final decision by ATL must be filed with the Superior Court of Fulton County and served on ATL within the time prescribed by Georgia law. The final exhaustion of the procedures set forth in this

Protest Procedure is a prerequisite to the commencement of any judicial review of a final decision issued by ATL under this Protest Procedure.

2.10.13 Review of Protests by FTA

All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F or the most recent version of FTA Circular 4420.1 available at the time of issuance of the solicitation. Protesters shall exhaust all administrative remedies with ATL prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date the Protester has received actual or constructive notice of ATL's final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to FTA.

2.11 *Minority Business Participation*

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this solicitation and resulting Contract. It is ATL's policy to practice nondiscrimination based on age, disability, race, gender, color, sex, religion or national origin in the award or performance of this contract. All companies qualifying under this solicitation are encouraged to submit proposals. The requirements of this solicitation apply for all Proposers, including those who qualify as a Disadvantaged Business Enterprise (DBE). ATL's overall agency goal for participation by DBEs in its federally funded contracts awarded between October 1, 2019, and September 30, 2023, is 9.62%. There is no minimum DBE participation requirement for this contract. However, ATL highly encourages DBE participation to meet the agency goal for this contract. Proposers with questions regarding DBE certification may contact the Issuing Officer.

A DBE Directory identifying all firms eligible to participate as DBEs is maintained by the Georgia Department of Transportation (Georgia DOT) in relation to the Uniform Certification Program (UCP). Proposer or subcontractors seeking to participate as DBEs must be certified at the time of proposal submittal.

To access the Georgia DOT DBE Directory, please visit:

<https://www.dot.ga.gov/GDOT/pages/DBE.aspx>.

2.12 *Conflicts of Interest*

ATL has adopted Standards of Ethical Conduct for Purchasing for ATL employees involved in procurement. It is a breach of ethical standards for any ATL employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning

prospective employment is involved in the procurement.

ATL employees are also bound by the Georgia Governor's Executive Order dated April 1, 2021 for "Establishing a Code of Ethics for Executive Branch Officers and Employees". The Executive Order prohibits ATL and ATL employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official ATL business. Therefore, it is unlawful for a potential Proposer, or its subcontractors or suppliers, to make gifts or favors to any ATL employee. It is also unlawful for any ATL employee to accept any such gift or favor. In addition, any persons acting as members of the Proposal Review Committee for this procurement shall, for the purposes of this procurement, be bound by ATL's Standards of Ethical Conduct for Purchasing and the referenced Executive Order.

Throughout the proposal evaluation and award process and subsequent contract negotiations, Proposers shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of the Proposal Review Committee, the ATL Board of Directors, or ATL employees other than Staci Winston, Procurement & Contracts Manager.

2.13 Contractual Relationships

ATL intends to execute the Contract, attached as Part 3 of this RFP, for the provision of the required services with the selected Contractor(s). The selected Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Proposer's Proposal Letter, included as Offer Document #2 of this RFP, must clearly indicate the firm or entity responsible for contract execution.

ATL shall not be a party to agreements between the selected Contractor and/or any subcontractors it may choose to employ during fulfillment of the Contract; however, the selected Contractor shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide ATL with copies of said agreements not later than five business days prior to their execution. Additional contract requirements related to Subcontractors are specified in the Contract.

2.14 Reserved

2.15 Contractual Provisions

The contract to be executed between ATL and the selected Contractor as a result of this solicitation is included as an attachment to this RFP. ATL has no obligation to consider and/or approve exceptions or changes to the Contract. ATL reserves the right to modify the Contract and/or include additional contractual provisions in the contract at its sole discretion.

The apparent successful Proposer must return two signed copies of the Contract to the ATL Procurement & Contracts Manager within five business days of notification of intent to award. Failure to do so may lead to rejection of the Proposer. ATL reserves the right to proceed to discussions with the next ranked Proposer.

2.16 Responsibility for Compliance with Legal Requirements

Proposer's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards and any

standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.

2.17 Conditional Proposals

Terms and conditions attached to a proposal by a Proposer and made a condition of contract execution may render the proposal non-responsive and may be rejected by ATL.

2.18 Sales and Use Taxes

ATL is exempt from paying sales and use taxes. All proposal prices must exclude sales and use taxes (if applicable).

2.19 Proposal Preparation Costs

All costs of proposal preparation, attendance at pre-proposal and/or pre-award meetings, and any other pre-award costs shall be at Proposer's sole cost and expense.

2.20 Contents of Contract

The contract resulting from this RFP shall consist of the following documents, which shall be incorporated therein:

- Contract;
- RFP (including any addenda thereto);
- Contractor's Response
- Contractor's Price Proposal
- Definitions;

3. Contents of Complete Proposal

All Proposals should include a table of contents with page numbers and sufficient detail to facilitate easy reference to all requested information.

To be eligible for evaluation by ATL as a complete, responsive proposal in response to ATL Solicitation No. 24-000, any and all proposals submitted to ATL must contain all eighteen (18) of the following documents, properly signed (as required), fully completed by the Proposer, and numbered and arranged in the following order:

3.1 Complete Proposal Checklist

- This document serves as a checklist for Proposers to ensure that their proposal is complete and ready for submission to ATL. The document is used by ATL during the evaluation of responsiveness of proposals.
- This document must be fully completed, signed, and submitted with the proposal.
- Blank checklist form is attached as Offer Document #1 of this RFP.

3.2 Proposal Letter

- This document summarizes the acknowledgements and representations made by and agreed to by the Proposer with regard to its proposal.
- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #2 of this RFP.

3.3 Acknowledgement of Addenda to RFP

- This document is required by Part 1, Section 2.5 of this RFP.
- This document must be fully completed, signed, and submitted with the proposal.
- If no addenda to the RFP were issued by ATL, Proposer must still complete the form and include it in its proposal.
- Blank form is attached as Offer Document #3 of this RFP.

3.4 Proposer Information Form

- This document summarizes key information about the Proposer for ATL's assistance and reference during evaluation of the proposals including:
 - Contact Information for Proposer
 - Corporate information
 - List of references for whom Proposer has performed similar services in the past ten years
- ATL will contact the references listed on this document as part of its evaluation of proposals.
- If Proposer is a certified DBE, proof of DBE certification must accompany this document.
- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #4 of this RFP.

3.5 Proposer Certifications

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #5 of this RFP.

3.6 Statement of Firm's Qualifications and Approach

- This document shall be provided by the Proposer and shall be a narrative description of the Proposer's qualifications and approach. This narrative description shall include the appropriate use of headings and subheading that address, at minimum, the following elements:
 - Brief description of the Proposer (brief history, number of employees, lines of business, areas of specialization, office locations, organization, etc.)
 - Highlight the firm's and key personnel's experience with the work or services identified in Scope of Services.
 - Firm's technical approach to the project and interpretation of the Scope of Services, including the Tasks identified in the Scope of Services section.
 - Identify the adequacy of the firm's resources, including personnel, labor, equipment and supplies, etc.
 - Proposed project approach and plan in response to the Scope of Services.
- There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to no more than five (5) single-side typed pages, font size no smaller than 10 pt. Proposer should label this document as Offer Document #6 in its proposal.

3.7 Statement of Firm's Past Experience

- This document shall be provided by the Proposer and shall be a narrative description of the Proposer's past experience. This narrative description shall include the appropriate use of headings and subheading that address, at minimum, the following elements:
 - Description of the firm's experience in performing work of a similar nature to that solicited in this RFP, specifically multi-property grounds maintenance, and the participation in such work by the key personnel proposed for assignment to this project.
 - Comprehensive listing and brief descriptions of relevant engagements started and/or completed during the last five years that are similar in scope and nature to the Scope of Services, attached to this RFP.
- There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to no more than five (5) single-side typed pages, font size no smaller than 10 pt. Proposer should label this document as Offer Document #7 in its proposal.

3.8 Price Proposal

- These documents must be fully completed, signed, and submitted with the proposal *in a separately sealed envelope or package*.
- Blank form is attached as Offer Document #8 of this RFP.

3.9 Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #9 of this RFP.

3.10 Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #10 of this RFP.

3.11 Subcontractors and DBEs

- This document must be fully completed, signed, and submitted with the proposal.
- If any identified subcontractor is a certified DBE, proof of DBE certification must accompany this document.
- Blank form is attached as Offer Document #11 of this RFP.

3.12 Certification Regarding Suspension and Debarment

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #12 of this RFP.

3.13 Certification Regarding Lobbying

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #13 of this RFP.

3.14 Non-Collusion Affidavit

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #14 of this RFP.

3.15 Anti-Boycott, Divestment and Sanctions Against Israel Certification

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #15 of this RFP.

3.16 Statement of Responsibility Certification

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #16 of this RFP.

3.17 Sales and Use Tax Compliance Form

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #17 of this RFP.

3.18 Buy America Certification

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #18 of this RFP.

4. Proposal Evaluation and Contract Award

4.1 Standards for Award

ATL Solicitation No. 24-000 is a Request for Proposals (RFP). ATL intends to award a contract to the Proposer whose proposal conforms to the solicitation and is determined to be the most advantageous to ATL, taking into consideration price and other evaluation factors set forth below. Accordingly, ATL may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price proposal if doing so would not be in the overall best interest of ATL.

In order to be eligible for contract award a proposal must meet all of the following criteria:

4.1.1 The proposal submitted is responsive to the solicitation.

- A proposal shall be considered responsive if it conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the Proposer.
- It shall be at the sole discretion of ATL to determine if a proposal conforms in all material aspects to the requirements of the solicitation.

4.1.2 The Proposer who submitted the proposal is a responsible Proposer. A Proposer shall be considered responsible if the Proposer possesses, at the time of contract award, the ability to perform successfully and a willingness to comply with the terms and conditions of the contract (attached to this RFP).

- 4.1.3 The Proposer is judged, at the sole discretion of ATL, to be the qualified firm(s) that offers the best value to ATL for the Services to be provided.

4.2 *Evaluation and Award Process*

All proposals shall be evaluated by an Evaluation Committee. Proposals and evaluations will be kept strictly confidential throughout the evaluation and award process. Only the members of the Evaluation Committee and other ATL staff having a legitimate work-related interest will be provided access to the proposals and evaluation results during the evaluation and award process. Proposals will be evaluated and a contract will be awarded in accordance with the following process:

- 4.2.1 Proposals will first be evaluated by the ATL Procurement and Contracts Manager for responsiveness in accordance with the standard set forth in Part 1, Section 4.1.1 above. Only those proposals that are determined to be responsive shall be evaluated for Proposer responsibility.
- 4.2.2 Proposers who submitted responsive proposals will be evaluated by the Evaluation Committee for responsibility in accordance with the standard set forth in Part 1, Section 4.1.1 above.
- 4.2.3 Proposals that are determined to be responsive and that were submitted by responsible Proposers shall be further evaluated by the Evaluation Committee to determine the Proposal(s) that is/are most advantageous to ATL.

To determine the most advantageous proposal to the ATL, the Evaluation Committee will evaluate the proposals taking into consideration the following criteria:

- **Firm's Qualifications and Approach (40 point maximum)**- Proposer's background, financial stability, company history, employee number and availability for project, etc.
- **Past Similar Projects/Experience (30 point maximum)**- Proposer's experience with landscaping projects of similar scope and size.
- **Price Proposal (20 point maximum)**- Evaluation Committee shall specifically consider information submitted in accordance with Section 3.7.
- **References (10 point maximum)**- Evaluation Committee shall specifically consider information submitted in accordance with Sections 3.4 and 3.7.

The Evaluation Committee may choose to invite selected proposers to make presentations and participate in interviews with the committee prior to completing its ranking of proposals. It shall be at the discretion of the Evaluation Committee as to whether it will conduct interviews and as to how many and which Proposers will be invited to make presentations and participate in interviews with the committee.

- 4.2.4 Upon completion of the evaluation process by the Evaluation Committee, a recommendation to award a Contract to the Proposer who submitted the most advantageous proposal to ATL, as solely determined by the Evaluation Committee, and that meets the standards for contract award specified in Section 4 will be forwarded to the ATL Executive Director.

- 4.2.5 The ATL Executive Director may, at his or her sole discretion, delay consideration of the Recommendation for Contract Award or reject the recommendation and award the contract to another Proposer(s) or cancel the procurement altogether.
- 4.2.6 ATL will execute a contract with the successful Proposer and will issue a Notice to Proceed.
- 4.2.7 ATL reserves the right issue multiple contract awards under this solicitation.

5. List of Attachments

- Attachment 1: Appendix A – Required Services 24-000
- Attachment 2: Offer Document Portfolio 24-000
- Attachment 3: Offer Document 8 – Price Proposal Sheet 24-000
- Attachment 4: RFP 24-000 Park and Ride Lots Grounds Maintenance Questions and Answers
- Attachment 5: Xpress Park and Ride Landscape Maintenance Contract for ATL RFP 24-000 (3.16.23 ver)

PART 2 – SCOPE OF SERVICES

Xpress, operated by the Atlanta-region Transit Link Authority (ATL), provides commuters throughout the metro Atlanta region a valuable transportation option and improves the capacity of Georgia’s most congested highways. Our 27 routes in 12 metro Atlanta counties carry more than 1.8 million passenger trips annually, providing workers with reliable, stress-free commutes to and from major employment centers in Downtown, Midtown, and Perimeter Center. Coaches bring passengers to and from Park and Ride locations in the surrounding Atlanta area and return them to their originating location in the afternoon. Twelve of those Park and Ride locations *Xpress* served are owned by ATL, one is a leased property, and a new location will be opening mid 2023. Those locations require cleaning and grounds maintenance service year around for the convenience and safety of ATL’s customers.

1. General Description of Services

The Scope of Work shall consist of two components: 1.) routine exterior grounds maintenance services at identified Xpress Park and Ride Lots (“Required Services”); and 2.) as-needed exterior grounds maintenance services at identified Xpress Park and Ride Lots (“As-Needed Services”). Specific grounds maintenance tasks to be performed at the Park & Ride Lots include, but are not limited to, the following:

- a) General site clean-up (to include removal of all trash, general debris, tree limbs, and by-products of maintenance in landscaped areas and parking areas and proper disposal at an approved disposal site).
- b) Mowing, edging and trimming of lawn areas.
- c) Mulching and care of planting areas.
- d) Cleanup of detention pond for locations that have a detention pond.
- e) Application of fertilizers, insecticides, fungicides and herbicides.

The specific tasks to be performed in each line of work, performance standards, and other contractor requirements are described in detail below. The frequency of the Required Services for each Park and Ride Lot location is outlined in Appendix A.

2. Location of Services

Please see Appendix A for square footage and service details for each Park and Ride Lot. Sugar Loaf Mills is not open yet. Price it in the Offer Document. Once it opens, it will be included in the monthly payments with the other properties.

Park and Ride Lot	Address
Cumming	163 Deputy Bill Cantrell Memorial Road Cumming, GA 30040
Riverdale	6842 Lamar Hutchinson Parkway Riverdale, GA 30274
Powder Springs	5100 Powder Springs-Dallas Road Powder Springs, GA 30127
Town Center-Big Shanty	3019 George Busbee Parkway Kennesaw, GA 30144
Hamilton Mill	3220 Sardis Church Road Buford GA 30519
Panola Road	5290 Minola Road Lithonia, GA 30038
Stockbridge	656 Highway 138 West Stockbridge, GA 30281
Jonesboro	8488 Tara Boulevard Jonesboro, GA 30236
Newnan	70 Holz Parkway Newnan, GA 30265
West Douglas	7500 Douglas Blvd Douglasville, GA 30135
Hiram	79 Metromount Rd. & US 278 Hiram, GA 30141
Stone Mountain (leased)	1475 East Park Place Stone Mountain, GA 30087
Hickory Grove	2018 Hickory Grove Road Acworth, GA 30102
Sugar Loaf Mills (opening in 2023)	TBD

3. Grounds Maintenance Scope of Services

The frequency of each Required Service to be provided is outlined in Appendix A. Some services are to be provided during the Seasonal Period (April through October) only. The ATL Project Manager for the contract may direct the CONTRACTOR to perform these services more or less often than described in each section. If services are requested more frequently, CONTRACTOR shall be compensated at the rate quoted in the price proposal for time and expense. Such additional services shall be billed under the as-needed portion of this contract and the need for such services will be determined by ATL. Any deviation from the service frequencies described in Addendum A must be made in writing by the ATL Project Manager for the Contract.

As-Needed Services shall only be provided if the ATL Project Manager determines they are necessary. Contractor shall only proceed with these services after the ATL Property Manager specifically requests them. Compensation for as-needed services will be at the rate specified in the Contractor's cost proposal and will be invoiced in addition to monthly services. Such invoicing shall be labeled under "As Needed Services". Examples of As-Needed Services would be:

- Replacement of bushes, trees, or shrubs
- Additional ground maintenance services specified in section 3 of this Scope of Work in excess of the frequency specified in Appendix A
- The addition of rip-rap in a drainage ditch
- Replanting a flower bed
- Removal of a tree or tree limbs
- Other grounds maintenance related services upon request

A. Trash and Debris Removal and Disposal (See Appendix A for schedule)

- a) Contractor shall remove all existing trash, by-products of maintenance in grassed areas, ditches, shelters/passenger waiting areas, and parking areas. The contractor shall dispose of all waste materials or refuse from its operations at an approved disposal site. Trash is defined as glass, rock, paper, food products, cigarette butts, drink cans, bottles, cups, feces, animal waste, grocery carts, tires etc.
- b) Disposal of waste material shall be completed in such a manner as to meet City, County and State ordinances concerning disposal of said material.
- c) Leaves, pine needles, paper, grass clippings and/or other debris shall be removed and not blown into pedestrian areas, driveways, or roadways. Blowing natural waste into streets and roadways is a violation of County ordinances as such waste can clog storm water sewer drains.
- d) Plant bed areas shall be cleaned of all trash and debris. Mulch/pine needles that have been washed out of the bed area by rain shall be removed so that the areas around plant beds are always clean.
- e) Contractor shall remove all temporary advertisements, flyers, posters, tape, etc. from all structures (including bus shelters), trees, poles or other amenities at the Park & Ride facilities. All removed materials shall be disposed of as trash.

B. Turf Mowing (Seasonal Period)

- f) Mow all grassed areas. The height of the cut shall be no lower than 2" from the soil.
- g) Contractor shall not scalp the lawn.
- h) Grass clippings may remain on the lawn areas in an equally distributed fashion.
- i) For any turf areas, Contractor shall mow only if soil is firm enough to support equipment without making ruts.

C. Turf Edging (Seasonal Period)

- a) Weekly turf edging shall produce clean, straight edge where lawns meet walkways, pavement, curbs, headers or buildings.
- b) Grass and/or weeds under fence lines within the Park & Ride facility shall be removed with a weed eater or similar equipment.
- c) Herbicide shall not be used for turf edging.

D. Removal of Weeds from Pavement and Joints (Seasonal Period)

- a) Chemical/manual removal of vegetation growing through pavement, expansion joints, concrete joints and pavement joints shall be performed as needed.
- b) At no time is the presence of weeds or vegetation acceptable in pavement or joints unless Contractor has chemically treated the vegetation. Chemically treated weeds shall be removed during the next scheduled services.
- c) A machine removal method may be used providing that method will remove the plant and entire root system.
- d) Spray only foliage or grass to be eradicated. Apply according to the manufacturer's suggested rate and instructions.

E. Plant Bed and Ground Cover Trimming, Weeding and Edging (Seasonal Period)

- a) Weed, trim and edge all plant beds and groundcover to promote growth and maintain a weed-free appearance. At no time is the presence of weeds in plant beds acceptable unless Contractor has chemically treated weeds.
- b) Chemicals may be used to control weeds in accordance with manufacturer's instructions as long as there is no resulting damage to surrounding shrubs or ground cover. Chemically treated weeds should be removed during the next scheduled service.
- c) Thinning or pruning of groundcover beds shall be performed to ensure healthy conditions.
- d) Groundcover beds bordering paved surfaces shall be edged.
- e) Do not trim vertically so as to expose stem and thatch.

F. Treatment of Active Ant Mounds and Insect Infestations (Seasonal Period)

All active or inactive ant mounds shall be treated. At no time is the presence of ant mounds acceptable on property.

- a) As part of weekly mowing, edging and plant bed services, Contractor shall inspect the site for insect infestations (e.g. bees, wasps, hornets, yellow jackets, etc.) Where found, such nests shall be treated. At the next visit, the dead nest shall be removed as practicable (e.g, wasp nests shall be removed, in-ground yellow jacket nests need not be).
- b) Insecticides shall be applied, as necessary, to effectively control insects, grubs, mites, etc., per the manufacturer's instructions.

G. Treatment and Removal of Kudzu (Seasonal Period)

- a) As part of weekly services Contractor shall remove and/or treat kudzu on the property, including kudzu growing on fences and on small, planted trees and shrubs.
- b) If treated and killed, dead kudzu shall be removed from the property.
- c) The intention of this subsection is to prevent kudzu from growing on the property. The presence of kudzu on the property is not acceptable.

H. The application of Turf Pre-Emergent Herbicides, Turf Post-Emergent Herbicides, Fungicides, Turf and Natural Grass Fertilizers and Broadcast Ant Control (See Appendix A for Schedule):

- a) These products shall be applied in such a manner as to protect all shrubs, plants and lawns from damage.
- b) Any of these products that leave an undesirable residue or very strong odor (e.g., weed oil, etc.) shall not be used.
- c) The ATL Project Manager must be notified in advance of any danger associated with the application of any of these products.
- d) Contractor shall be responsible for the correct application of these products and shall be accountable for any misuse of the same. Misuse of these products will be considered negligence by the Contractor.

I. Mulch Purchase and Application (Semi-Annually)

- a) Contractor shall be responsible for the purchase and application of brown hardwood mulch material for landscaping islands and areas surrounding trees and shrubs with mulch/soil rings. Hardwood mulch shall be derived from disease-free deciduous trees with a particle size of less than one inch in diameter and less than three inches in length. Hardwood mulch must have completed two composting

cycles of 140 degrees Fahrenheit so that all viable weeds are destroyed and no further decomposing will occur. Hardwood mulch shall be free from toxic levels of acidity and alkalinity. A layer of no less than 2 inches shall be provided. Pine straw shall be used at the Hiram Park and Ride only.

J. Pressure Washing (Semi-Annually. Permission required)

- a) Contractor must furnish all equipment as well as water. No water will be available on site. Limit the pressure of the machine to 1,800 PSI to prevent damage to equipment and structures. Use a wide flange tip. Never use a pointed tip. Keep the tip a minimum of 12" from the masonry surface. Using a pointed tip or spraying closer than 12" away from the wall or spraying directly (perpendicular) at the wall or concrete, can remove cement paste from the masonry surface. The typical result is a series of swirling dark lines, mirroring the path the operator followed with the pressure wash wand. This can be a permanent condition! Be extremely cautious pressure washing. Do not attempt to pressure wash unless several days of good drying conditions follow. Pressure washing during periods of lower temperatures or multiple days of rain, promotes efflorescence. Do not use Acid Detergents.

K. Cleanup of Detention Pond (As-Needed. Permission required)

- a) Contractor shall cut the grass and weeds and remove any excessive clippings and trash from the site to prevent them from washing into the detention pond depression and filling it in. The expectation is to keep tall grass and weeds from overtaking the detention pond area rather than create a well-manicured appearance. Any trees or sprouted seedlings shall be removed from the detention pond. Not all properties have detention ponds. Please see Addendum A for locations with detention ponds and the frequency of cleanup.

L. Drainage Ditch (Monthly)

Drainage ditches on the property should be treated as a landscaped area. While it will often have rip-rap or not be mowable, weeds should be kept out with weed eating or manual means. All trash should be removed upon discovery.

4. Labor, Machinery and Materials

Contractor shall provide all necessary labor, personnel, administration, supervision, transportation, tools, machinery (i.e., lawnmowers, edgers, weed eaters, etc.), safety equipment, materials, supplies and any other item(s) needed to perform the specified grounds maintenance tasks on the property in accordance with the Scope of Services. Contractor will also furnish water as required for pressure washing.

Contractor shall comply with all City, County, and State watering restrictions. Contractor shall take every precaution to prevent saturation of the plant material during the term of the Contractor (i.e., removal of mulch and tree saucers when necessary or raising distressed plant material when necessary).

All equipment shall be properly maintained and is subject to inspection by ATL. Contractor shall not utilize any equipment that is deemed inoperable or unsafe.

Lawn mowers shall be of either the "rotary", "articulating" or "mulch" type and shall be in good working order and finely tuned to protect the lawn from excessive exhaust fumes.

Blades shall be sharp to reduce shredding of the cut blades of grass and to eliminate uneven cuts. Tires shall be properly inflated in accordance with manufacturer's specifications to prevent scalping of the lawn.

Lawn edgers and/or weed eaters shall produce a fine, clean edge where lawns meet sidewalks, pavement, curbs, headers or buildings.

Fertilizer spreaders shall be of the "cyclone" type spreader or equal. No visible overlapping of applications will be permitted.

Pruning tools shall be maintained in good working order with cutting edges being sharp and properly adjusted to ensure proper cuts. All tools used for the removal of diseased plants and limbs shall be thoroughly disinfected following such removals. "Anvil" type pruners are not acceptable pruning tools.

The materials listed below are expressly requested for use by Contractor; however, Contractor may use equivalent materials upon prior approval of the ATL Project Manager for the agreement. Chemicals shall be used in strict accordance with federal, state, and county directives on environmental control. All chemicals used shall have an Environmental Protection Agency (EPA) approval number.

- a) Pre-Emergence Weed Control: "Scott" pre-emergent herbicide or ATL approved equivalent.
- b) Post-Emergence Weed Control: "Round-Up", "Trimec" or ATL approved equivalent.
- c) Insecticide: Use of insecticides is dependent on the particular infestation and shall be applied according to accepted horticultural practices. Insecticides must be approved by the ATL Project Manager for the Contract prior to application.
- d) Fire Ant Control: "Distance" or ATL approved equivalent shall be used for broadcast control and "Orthene" or ATL approved equivalent for individual mound treatment.
- e) Shrub Fertilizer: Typical rate shall be four (4) pounds of actual nitrogen per 1,000 square feet per year. Use a 10-10-10 or 14-14-14 fertilizer in accordance with manufacturer's specifications.
- f) Turf Fertilizer: Typical rate shall be four (4) pounds of actual nitrogen per 1,000 square feet per year. Use a 10-10-10 or 14-14-14 fertilizer in accordance with manufacturer's specifications.
- g) Fungicide: "Daconil" or ATL approved equivalent.
- h) Herbicide: "Round Up" or ATL approved equivalent.

Any change in the materials/ chemicals during the term of the Contract shall require the submittal of the product labels, MSDS and application rates and the approval of the ATL Project Manager for the Contract.

Fungicides, herbicides, insecticides, and fertilizers, must be used responsibly and in conformance with Federal, State and local laws and regulations.

Contractor assumes all liability for any damage and/or injury resulting from accident or misuse of the equipment and materials. Damage and/or injury resulting from accident or misuse of equipment and materials will be considered negligence by Contractor.

ATL reserves the right to determine if proposed alternate materials are equivalents and acceptable for use.

5. *Appropriate Dress*

Contractor employees and subcontractors shall be properly and professionally dressed at all times. A uniform or shirt with a company identifying patch or logo is required, with matching work pants, and appropriate and proper work shoes (no sneakers are allowed). Company jackets with company identifying patch are required during cold weather.

6. *Work Schedule*

Prior to the issuance of the Notice to Proceed for the Contract, CONTRACTOR shall submit to ATL a written work schedule outlining the day(s) of the week services shall be performed on the properties. The schedule shall be effective for the duration of the agreement, or until both parties agree to an alternate schedule. The work schedule should be submitted in Microsoft Excel format.

The CONTRACTOR's work schedule shall include the dates for the performance of all required services and shall be sent to the ATL Project Manager via e-mail. Any deviation from the approved work schedule must be approved in advance by the ATL Project Manager for the Contract and the CONTRACTOR shall amend the work schedule and re-submit it to ATL to reflect the new service dates.

If CONTRACTOR fails to perform any services on the date required by the agreed upon work schedule, ATL's Project Manager for the Contract shall notify CONTRACTOR. Repeated failure to perform any services on the date required by the monthly work schedule shall be just cause for either termination of the Contract or the procurement of replacement services at the expense of CONTRACTOR.

CONTRACTOR shall perform all contracted services either on weekdays between the hours of 9:30 a.m. and 3:30 p.m. (Eastern Time) or on Saturday and Sunday between the hours of 8:00 a.m. and 5:00 p.m. (Eastern Time).

7. *License Requirement*

CONTRACTOR shall be responsible for obtaining all necessary permits and/or licenses as required by the State of Georgia for performance of the grounds maintenance services.

8. *Safety Requirements*

All materials and performance of Work shall meet all Federal Health and Safety laws currently in effect. All chemicals to be used in the performance of Work under this Contract shall have an Environmental Protection Agency (EPA) approval number.

Contractor shall provide all Personal Protection Equipment (PPE) for its employees and subcontractors, if applicable, at no additional cost to ATL. Such PPE shall include, but is not limited to, protective clothing, masks, eye protection, or any other PPE as required or directed by applicable laws, regulations, ordinances and/or directions of manufacturers of materials or equipment used to perform Work under this Contract.

ATL shall monitor the Contractor safety record during the contract term. Failure to comply with the safety policies and program procedures, as approved by ATL, shall be just cause for termination of the Contract.

Contractor shall, at no cost to ATL, ensure compliance with the Occupational Safety and Health Administration's (OSHA) regulations pertaining to Blood Borne Pathogens at 29 CFR

Part 1910.1030, which requires, but is not limited to, the following:

- a) Blood Borne Pathogens Control Program
- b) Blood Borne Pathogen Training
- c) Personal Protective Equipment
- d) Hepatitis B Vaccinations

Contractor shall dispose of all biohazard materials in accordance with all Federal, State and local laws and regulations.

9. Contractor Performance

Employees of Contractor shall perform their work in a professional manner and shall act in a courteous manner to the public at all times.

Contractor shall generally stage its work from a location on the site that is out of the way of the most heavily traversed areas of the facility.

Contractor shall keep noise to a minimum.

If ATL's Project Manager for the Contract finds any deficiencies in the performance of CONTRACTOR, the CONTRACTOR will be notified in writing. Repeated failure to comply with the standards for contractor performance identified in this section shall be just cause for either termination of the Contract or the procurement of replacement services at the expense of CONTRACTOR.

10. Contractor Negligence

Turf, shrubs, plants or existing buildings, equipment and amenities that are damaged or destroyed due to negligence by CONTRACTOR shall be replaced by CONTRACTOR at no cost to ATL. Plants that are replaced by CONTRACTOR shall be of the same size and species as those damaged, unless otherwise agreed upon by ATL.

CONTRACTOR should never mow any property if soil conditions (e.g., saturation from heavy rainfall) would result in ruts or damage to the grassed or landscaped areas. ATL's Project Manager for the Contract will perform periodic inspections of the properties, document any damage, and notify the CONTRACTOR. The CONTRACTOR shall repair all damaged property within three (3) days of notification. If damaged property is not repaired/replaced within three (3) days of notification ATL will have the option of obtaining the services of an outside contractor to make the repairs and shall deduct the actual cost of the repairs from CONTRACTOR's next invoice.

11. Invoice/ Billing Information

IMPORTANT: The billing period is monthly. The monthly rate includes all Required Services for the facility per month regardless of whether there are seasonal services for the billing month or not. Due to seasonal period variances, some months will have more required services than other months. Please take this into consideration when bidding.

As an example, the mowing of grass is not required in January. However, it is required in June. The monthly billing rate is the same for all months, regardless of whether the service

for that month includes seasonal services or not. The CONTRACTOR is expected to take into account (and price accordingly) that seasonal services are included in the monthly rate when applicable and there will not be additional billing or payment for months that include seasonal services.

As Needed billing will be based on hourly rate and the cost of materials for the job. This type billing will be in addition to any of the regular monthly billings. Items noted for "As Needed" work requires Invoices shall be submitted on a monthly basis after services are performed.