

Department of Purchasing & Contracting 1300 Commerce Drive, 2nd Floor Decatur, Georgia 30030 Fax: (404) 687-3558

Date: October 3, 2019

Request for Quotation No. 19-3003714

MASON MILL PARK NON-NATIVE INVASIVE SPECIES REMOVAL

DeKalb County, Georgia is requesting a quotation from qualified vendors who can demonstrate experience in the treatment and removal of non-native invasive plant species on the Boardwalk Slope area at Mason Mill Park.

I. Proposed Term:

Annual Contract with 2 Options to Renew

II. Attachments:

- A. Scope of Work
- B. Quote Form
- C. Reference Form and Reference Check Release Statement
- D. Bidders Affidavit
- E. Insurance Requirements
- F. Site Map

III. Payment Terms:

The County's official payment terms are Net 30.

IV. Federal Work Authorization Program:

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Quotation to be considered, it is mandatory that the Bidders Affidavit be completed with bidder's proposal.

V. Due Date:

Quotes are due on or before 3:00 p.m., EST on Thursday, October 10, 2019.

All questions are due via email on or before 3:00 p.m. EST on Monday, October 7, 2019. Responders must complete and return: Quote Form, Reference Form and Reference Check Release Statement, Bidders Affidavit, and provide a copy of the vendor's valid business license via email to the attention of Jenifer Chapital at JChapital@dekalbcountyga.gov.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL QUOTES, TO WAIVE INFORMALITIES, AND/OR TO RE-ADVERTISE.

Thank you for your interest in doing business with the County.

Sincerely,

Jenifer G. Chapital Procurement Technician Department of Purchasing and Contracting

ATTACHMENT A SCOPE OF WORK

DeKalb County, (hereinafter referred to as the "County") is requesting quotes for the treatment of approximately 3.5-acres of invasive plant species on the Boardwalk Slope area at Mason Mill Park.

I. SCOPE OF WORK

- A. Control of invasive plants within the designated area shall be completed by the contractor as outlined in these specifications.
- B. **Planning**: Methods and timing of invasive control will vary depending on several site factors, including which targeted invasive plant species are present, degrees of invasive plant infestation, whether or not the invasive plants are present within a riparian buffer, efficacy of past invasive plant control efforts, and possible presence of rare or high-value plant species to be retained. The contractor will work with the Mason Mill Park Naturalist or other agents appointed by the County, to appropriately treat targeted invasive plant species within the designated area.
- C. A guarantee of species control (per section J) during years 1 (2020) and 2 (2021) should be included in pricing. This may require follow up treatments as necessary.
- D. **Map and Timeline**: The contractor will follow the map, timeline, and methodology provided by the County for invasive plant control within the designated area. Changes to the timeline or methodology outlined in this scope must be approved by the Mason Mill Park Naturalist or other agent appointed by the County.
 - a. **Map**: Attached map shows boundaries of the contract area. The Mason Mill Park Naturalist will flag the area, so the exact boundaries of the project are clear.
 - b. **Timeline**: All work must be complete by <u>December 31, 2019</u>. Use of herbicides must conform to temperature and growing season requirements outlined in this document. The contractor may seek adjustments to the timeline if there are weather conditions adverse to a selected method of invasive plant control for the site.
- E. **Control Targets**: Invasive plant species targeted for control shall include but are not limited to:
 - a. Chaff Flower (Achyranthes aspera)
 - b. Tree of Heaven (Ailanthus altissima)
 - c. Mimosa (Albizia julibrissin)
 - d. Porcelain berry (Ampelopsis Brevipedunculata)

- e. Oriental Bittersweet (Celastrus orbiculatus)
- f. Thorny Eliagnus (Eliagnus pungens)
- g. Autumn Olive (Eliagnus umbellate)
- h. Wintercreeper (Euonymus fortunei)
- i. English Ivy (Hedera helix)
- j. Japanese hops (Humulus japonica)
- k. Japanese Privet (Ligustrum japonicum)
- 1. Chinese Privet (Ligustrum sinense)
- m. Monkeygrass (Liriope spicata)
- n. Japanese Honeysuckle (Lonicera japonica)
- o. Amur Honeysuckle (Lonicera maackii)
- p. Princesstree (Paulonia tomentosa)
- q. Kudzu (Pueraria Montana)
- r. Multiflora Rose (Rosa multiflora)
- s. Periwinkle (Vinca major & V. minor)
- t. Chinese Wisteria (Wisteria sinense)
- F. **Infestation Types & Control**: The contractor and Mason Mill Park Naturalist or other agent appointed by the County shall agree upon the level of infestation in determining the control methods to be used in each area.
 - a. Level A: For areas of forest where privet comprises the canopy, contractor will identify and use at least two methods of control of the privet trees, including basal bark, cut and treat, manual/mechanical control. These trees will be used as proof-of-concept for future privet removal in the park. Native canopy trees may need to be protected.
 - b. **Level B**: All other areas should be treated according to species type, plant height, growth pattern (i.e. climbing vines, shrubs, ground cover, etc.), and erosion concerns.
- G. **Control Methods**: Method of control and treatment will vary with the specific site and the target species to be controlled. The approved methods of control can include a combination of herbicide treatment and manual/mechanical control.
 - a. **Manual/mechanical Control** While manual/mechanical control is preferred, particularly with English ivy, planning for this type of control must take into account erosion concerns, limit damage to native species, as well as minimize soil disturbance.
 - b. **Herbicide Treatment** All applications of herbicide should be completed on a spot basis with no broadcast spraying permitted and all applications should be done using integrated pest management practices to minimize herbicide use. Contractor must use appropriate herbicide types and mixtures for each target species, as approved by the Mason Mill Park Naturalist or other agent appointed by the County. Contractor must submit a schedule of herbicide application to Mason Mill Park Naturalist or other agent appointed

- by the County and place signage and barriers as necessary (see Section O for specifics).
- c. **Seedlings and Ground Cover** Manual/mechanical control is preferred, but spot-treatment of foliar herbicide is acceptable as long as native plants are protected and herbicide use is limited.
- d. Large shrubs and other tall vegetation, including woody vines To avoid erosion and soil disturbance, contractor should use cut-and-treat method: the target species is cut within 6" of the ground and an approved herbicide is immediately (within five minutes) applied directly to the freshly cut stump or stem surface. Where cut and treat method is used, all target woody plants above 1/2" in diameter shall be cut and treated. Cuts should be perpendicular to the stem so as not to create a hazard.
- e. Very tall vegetation, including privet, mimosa, tree of heaven, and princess tree Contractor will pilot multiple control methods of privet trees (as outlined in Section F) and otherwise utilize basal bark treatment method (an approved herbicide in a basal bark oil medium is applied to the bottom 12"-24" of the basal area of the target plant to be controlled), stem injection method (an approved herbicide is applied into a downward incision cut that has been made around the woody stem of the target species), or cut and treat method.

H. Timing and Scheduling of Control:

- a. Deciduous shrubs and vines: Manual/mechanical removal can be done at any time of the year. Cut and treat and basal bark treatment can also, provided that temperatures are above freezing. Foliar spray must be done during the growing season. Foliar spraying of Kudzu and Chinese Wisteria should be made between July and September for optimal results. Outside of effective foliar treatment time periods, vines should be cut and treatment continued as necessary during guarantee period.
- b. Evergreen Shrubs and Vines: Cut and treat can be done at any time of the year, provided that temperatures are above freezing. Foliar spray applications can be made at any time but spraying during late fall and winter (provided temperatures are above 50o F) may be preferable to protect desirable deciduous species. Manual/mechanical removal may be done at any time of year.
- c. If because of weather or season constraints, any control levels are not achieved by December 31, 2019 these species must be retreated during years 1 and 2 as per the guarantee (Section C). Subsequent treatments within the guarantee period must be approved by the Mason Mill Park Naturalist or other agent appointed by the County.

- I. Control Targets/ Performance Guarantee: Significant invasive species shown below shall have long-term control level targets. If control targets are not met, contractor shall retreat areas of concern at no cost to the City until the control target level is achieved.
 - a. Initial defoliation of most target species after foliar spraying should approach 100% (95% in disperse "spot spray" situations) except as shown below.
 - b. Manual/mechanical control should also demonstrate similar defoliation results.
 - c. Regrowth targets vary by species:
 - i. Kudzu and Chinese Wisteria: 100% defoliation after 1st treatment and regrowth should be diminished by 50%, assuming that vines in trees were cut and treated. Subsequent guarantee will be 70% control.
 - ii. Privet: Initial treatment of high-level infestation should achieve 80% control. Subsequent guarantee will be 95% control.
 - iii. English Ivy: 90% defoliation of climbing ivy and demonstration of 50% regrowth control of ground ivy after initial treatment. Subsequent guarantee will be 80% ground ivy regrowth control and 100% climbing ivy regrowth control.
 - iv. All other species in this scope should demonstrate at least 95% defoliation after first treatment and 100% control through guarantee period.
- J. Non-Target Plant Species: Acceptable levels of non-target plant species mortality as a result of invasive plant control activities will be agreed upon by the Contractor and the Mason Mill Park Naturalist or other agent appointed by the County on a site by site basis prior to any treatment. It is the responsibility of the Contractor to adequately protect existing trees and vegetation so as to not exceed the agreed upon acceptable level of non-target species mortality. Excessive mortality shall be repaired or corrected at the Contractor's expense to the satisfaction of the County. The Contractor, site supervisor, and field crews must be able to demonstrate their ability to identify both target and non-target species to the satisfaction of the Mason Mill Park Naturalist or other agent appointed by the County.
- K. **Damages**: It is the responsibility of the contractor to adequately protect personnel, water bodies, utilities, and structures during the spraying, treatment, control or removal of invasive species. Damage to any items shall be repaired, corrected, or replaced by the contractor at his own expense and to the satisfaction of the County.

- L. **Control within Riparian Buffers**: For areas within riparian buffers or stream corridors, the use of chemical treatments and herbicides must closely follow the guidelines in Chapter 11 of the City of Atlanta Greenway Acquisition Plan. These also follow the same strict standards as set by the requirements of applicable EPD/EPA regulations. It is the intent and goal of these documents to protect existing desirable vegetation and protect the waterways from non-point pollution and chemicals.
- M. Vegetative Debris: The placement of cut vegetative debris will be at the discretion of the contractor and is included in the unit prices of the cost proposal. Vegetative debris may be stacked on site or let fall where cut. Placement of vegetative debris by the contractor should accommodate access for subsequent visits for invasive plant control and should strive to place debris in locations where it does not interfere with the public's enjoyment of the park or growth of native plants. Debris must be disposed in a fashion that does not allow regrowth. Locations for debris must be approved by the Mason Mill Park Naturalist or other agent appointed by the County.
- N. **Dye**: The use of a dye solution manufactured for herbicide use shall be used on ALL cut and treat applications. Use of dye for foliar spray applications on shall be at the discretion of the contractor. They are recommended, however, to ensure complete coverage as well as identify areas of overspray or drift onto non-target plant species.
- O. **Signage**: The contractor will post signage around areas of herbicide use, especially along trails where the public might access the area during or in the days after treatment. Signs should generally read, "Trail Closed: Forest Restoration in Progress." In certain cases, it may be important for the contractor to cordon off the area using tape or rope and signs. If the contractor encounters members of the general public while working, all employees should be instructed to cease work and politely redirect the park guest on how to exit the area. All protective measures and sign verbiage will be approved by the Mason Mill Park Naturalist or other agent appointed by the County.

General Notes:

- 1. Work is expected to begin within 10 days of approval of the contract and all work must be complete by December 31, 2019.
- 2. Any follow up treatments necessary to guarantee species control targets in years 1 and 2 (see Section C) should be included in pricing.
- 3. Any item which must be removed during the construction work shall be removed by the contractor. All costs shall be included in the quote. No claims will be considered for extra compensation.
- 4. It is the intent of this contract for quote to include all labor, materials,

equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications as directed, and the terms of this contract.

- 5. Upon the completion of each work, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the Contractor. The cost for such removal and disposal of such items will be included in the bid. No claims will be considered for extra compensation.
- 6. Working hours are limited to Monday to Friday, 7:30 AM to 8:30 PM unless prior approval is granted by the Department of Recreation, Parks, and Cultural Affairs.
- 7. The Contractor will conduct one (1) overall contract pre-construction meeting shortly after award of the contract at Mason Mill Park.
- 8. DeKalb County will not provide restroom facilities.
- 9. The Contractor shall perform project housekeeping/clean-up on a daily basis. A 24-hour contact must be provided to DeKalb County for all issues as needed in regard to the project for any safety, signage, or other emergency as needed.
- 10. The Contractor's performance will be measured based on the following:
 - Compliance with the Scope of Services
 - Meeting the agreed upon schedule dates
 - Submission of all deliverables as specified
- 11. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.
- 12. The successful bidder is responsible for contacting 811 prior to any digging at any DeKalb site.
- 13. The successful bidder shall safeguard and repair any damage caused to utility lines and fences during work. If the successful bidder damages utilities and fence due to negligence, the successful bidder is required to pay the full amount of the repair cost.
- 14. No large motorized equipment shall be used (Bobcats, etc.), and any disturbance to the soil will be remedied by the Contractor.

II. LICENSES, PERMITS & TAXES

The successful bidder shall obtain all required licenses, permits, or other requirements in order to fully perform the scope of work in this solicitation.

III. UTILITY AND FENCE REPAIR

The successful vendor shall safeguard and repair any damage caused to utility lines and fences during work. If the successful vendor damages utilities and fence due to negligence, the successful vendor is required to pay the full amount of the repair cost.

IV. WASTE AND TRASH REMOVAL

Removal of the successful vendor waste and trash from the site area and transfer to designated waste receptacles will be the sole responsibility of the successful vendor. Should it become necessary for the County to remove waste or trash, the successful vendor will be billed for all costs associated with trash removal. The County's method of removal shall be at the County's discretion.

V. MINIMUM QUALIFICATION REQUIREMENTS

Bidders must demonstrate and submit at the time of the RFQ the minimum qualifications in order to be considered for award of the proposed agreement:

- The successful bidder must have a minimum of five (5) years of experience within the last five (5) years in non-native invasive species removal. PROOF OF EXPERIENCE MUST BE SUBMITTED WITH THE RFO.
- The successful bidder must also provide three (3) business references, including both previous managers and customers in which comparable non-native invasive species removal projects were performed, using the Reference Form on Attachment C. Bidder's references should include a copy of the responder's company name, either owned or worked for, phone number, location and website. REFERENCES MUST BE SUBMITTED WITH THE RFQ.
- If herbicide will be used, the Contractor must possess a Category 24 applicator license. PESTICIDE CONTRACTOR'S LICENSE MUST BE SUBMITTED WITH THE RFO.
- It is preferred that the bidder have a supervisor on staff with a degree in ecology, biology, or a related field or a related professional certification. LIST STAFF MEMBER(S) AND DEGREE(S) OR CERTIFICATION(S), IF APPLICABLE.
- The bidder must perform all required work and shall not sub-contract out any portion of the scope of work. Full involvement from the bidder is required and each bidder must demonstrate that it performs 100% of its own work.

VI. THE PREMISES

No alterations shall be made or undertaken to the premises without written approval from the Department of Recreation, Parks and Cultural Affairs.

Vendor agrees to accept the premises and all buildings, improvements and equipment thereon in their current, as-is condition without any representation, or warranty of any kind by County.

Vendor shall not use or permit the use of any portion of the premises for the storage, treatment, use, production or disposal of any hazardous substances or hazardous waste other than those which are store or used in accordance with all applicable laws, rules and regulations. Vendor agrees not to abandon or vacate the Premises without cause.

ATTACHMENT B

QUOTE FORM

The responder, declares that he has carefully examined, RFQ#19-3003714, non-native invasive species removal, the Scope of Work contained, and that he proposes and agrees that if his quote is accepted, to provide the necessary services, furnish all materials and labor specified in the RFQ necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following per-acre price which sum is hereinafter referred to as the "Total Quote."

Vendor's Name	
	Total Quote \$
(State amount in writing on this line)	(In figures)

Total number of years of performing non-native invasive species removal: ______ Years

Note:

The following documents are required to be submitted for your quote to be considered:

- 1. Quote Form (Attachment B)
- 2. Reference form and Reference Release statement (Attachment C)
- 3. Contractor Affidavit (Attachment D)
- 4. Valid Business License
- 5. Proof of experience performing non-native invasive species removal
- 6. Pesticide Contractor License
- 7. List of staff member and degrees, where applicable
- 8. List of non-native invasive species removal projects completed in the last 5 years.

ATTACHMENT C

REFERENCE FORM AND REFERENCE CHECK RELEASE STATEMENT

List below at least three (3) references, including company name, contract period, contact name, email address, telephone numbers and project name of individuals who can verify your experience and ability to perform the type of services listed in the solicitation within the last five years.

Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	
Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	
Company Name	Contract Period
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	
REFERENCE CHECK RE	LEASE STATEMENT
You are authorized to contact the reference	es provided above for purposes of this RFQ.
Signed	Title
(Authorized Signature of Bidder)	
Company Name	Date

ATTACHMENT D

BIDDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the bidder submitting a bid, contractor, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY:	Authorized Officer or Agent (Bidder's Name)	Federal Work Authorization Enrollment Date
Title	of Authorized Officer or Agent of Bidder	Identification Number
Print	ed Name of Authorized Officer or Agent	
Comp	pany Name & Address (do not include a post off	ice box)
	SCRIBED AND SWORN ORE ME ON THIS THE	
	DAY OF	, 20
	ry Public Commission Expires:	
Purcl	nasing & Contracting Form No. 25, 7/28/00	

ATTACHMENT E

INSURANCE REQUIREMENTS

IMPORTANT NOTICE

IMPORTANT – PLEASE READ CAREFULLY & FOLLOW INSTRUCTIONS LISTED HEREIN

<u>Insurance</u>. Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following: \$5,000,000 per occurrence \$5,000,000 aggregate

2. Additional Insured Requirement:

(a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's

policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- 3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
- 4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

- 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except

- for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- 10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ATTACHMENT F

Site Map

