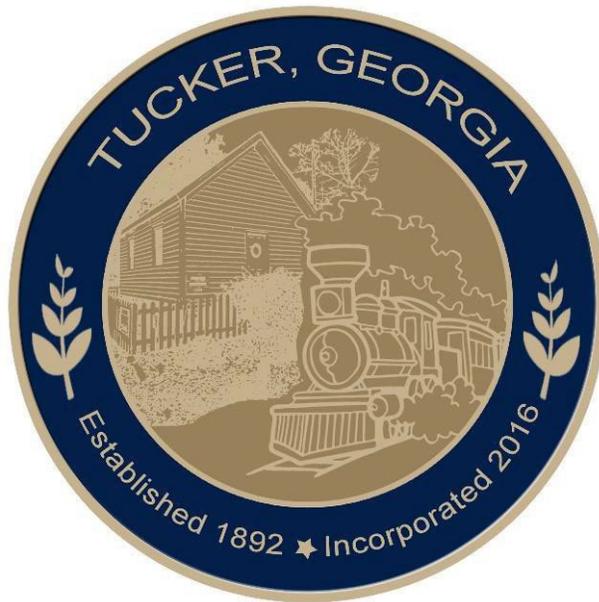


City of Tucker

Request for Proposal

RFP 2026-008

RIGHT OF WAY MAINTENANCE SERVICES



BID MANUAL

City of Tucker  
1975 Lakeside Parkway, Suite 350  
Tucker, Georgia 30084

**City of Tucker Request for Proposal  
RFP 2026-008  
Right of Way Maintenance Services**

**INVITATION:** The City of Tucker is now accepting proposals for a qualified contractor to provide right of way and public open space maintenance services throughout the City of Tucker under the direction of the City’s Public Works Department. Proposals will be accepted until the date and time listed below and will be awarded to the most responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the city. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov/bids> or may be requested by emailing [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov).

<b>BID ACTIVITY SCHEDULE</b>	
RFP Issued	February 24, 2026
Pre-Bid Conference	N/A
Deadline for Questions	March 17, 2026, at 1:00pm EST
Responses to Questions Posted (Addenda)	March 20, 2026
Proposal Deadline	April 2, 2026, at 1:00pm EST
Scoring by Evaluation Committee	April 3 - 10, 2026
Award at Council Meeting	May 11, 2026 (Tentative)

**SCOPE OF WORK:** Refer to Exhibit A.

**PRE-PROPOSAL CONFERENCE:** N/A

**QUESTIONS:** Submit all questions in writing to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov). Reference RFP 2026-008 in the subject line of the email.

**ADDENDA:** Responses to the questions received will be by addenda and will be posted on the City website [www.tuckerga.gov/bids](http://www.tuckerga.gov/bids). The signed acknowledgement issued with each addendum must be submitted with the proposal. It is the vendors’ responsibility to verify if any addenda were created.

**SUBMITTAL REQUIREMENTS:** Consultant shall submit RFP Response electronically to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov) so that it is received no later than April 2, 2026 at 1:00pm EST with the subject line “Submittal: RFP 2026-008”. The email must contain the vendor’s contact information. The submittal shall be two PDF files:

1. The proposal shall be named “<Company Name>.RFP 2026-008.Bid Submittal.pdf”.
2. The Cost Proposal shall be named “<Company Name>.RFP 2026-008.Cost Proposal.pdf”

The submittal email will be opened to confirm receipt of the submittal; however, the attached PDF files will remain unopened until the public opening.

**PROPOSAL OPENING:** All proposals received prior to the deadline will be opened publicly on April 2, 2026 at 1:00pm EST at Tucker City Hall located at 1975 Lakeside Parkway, Suite 350, Tucker GA. A listing of submittals received prior to the bid deadline will be posted on the City website [www.tuckerga.gov/bids](http://www.tuckerga.gov/bids) following the opening of the proposals.

**DOCUMENT SUBMITTAL REQUIREMENTS:**

1. Proposal, including understanding and approach, related experience and references, personnel qualifications.
2. Equipment List (form provided)
3. Cost Proposal (form provided)
4. W-9 Form (form provided)
5. Certificate of Insurance for Verification Purposes
6. Equipment List (form provided)
7. Notarized E-Verify Affidavit Form (form provided)
8. Notarized Oath of Non-Collusion (form provided)
9. Acknowledgement of Addendum issued with each Addendum.
10. Contact Information Form (form provided)

All responses must be received electronically by the Bid Deadline. (Addenda will show any schedule updates). No bids will be received orally, by phone, or by sealed paper documents. Only electronic bids in accordance with submittal requirement instructions will be accepted. Late bids will not be considered. Bids received after the bid deadline will be filed unopened. The City of Tucker reserves the right to reject any and all bids or any part, to waive any formalities to make an award and to re-advertise in the best interest of the City. The City reserves the right to consider past performance in determining the responsibility of bidders.

The City reserves the right to negotiate pricing with the top scoring bidder and may, in its discretion, award a contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered, as described in the selection criteria.

**SCOPE OF WORK**  
**City of Tucker Request for Proposal**  
**RFP 2026-008**  
**Right of Way Maintenance Services**

**INTRODUCTION**

The City of Tucker (City) is seeking a qualified contractor to provide the Right of Way and public open space maintenance services in accordance with terms outlined in this Request for Proposal. Services shall include, but are not limited to, mowing, trimming, pruning, fallen tree removal, debris removal, after hours carcass removal, graffiti removal and street sweeping. The City intends to select one contractor through a qualification-based selection process and intends to execute a one-year contract with three optional one-year extensions beginning July 1, 2026.

**A. GENERAL SCOPE OF WORK**

1. The City of Tucker seeks to engage the services of a qualified contractor to provide right of way and public open spaces maintenance services throughout the City of Tucker under the direction of the City's Public Works Department. Services shall include, but are not limited to, mowing, trimming, pruning, fallen tree removal, debris removal, after hours carcass removal, graffiti removal and street sweeping.
2. The contractor shall maintain established weekday business hours for the purpose of City business. City of Tucker holidays will be provided upon award of contract. The contractor shall notify Public Works of performing non-emergency work outside work outside of normal business hours.
3. For all work provided to the City of Tucker, the contractor(s) shall meet the following requirements:
  - a. Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material.
  - b. Complete work in accordance with the Georgia Department of Transportation Standard Specifications unless otherwise directed.
  - c. Communicate with the Mayor, City Council and media services only through the Director of Public Works, unless otherwise authorized.
  - d. Dispose of all excavated construction materials and other waste. Disposal shall be in accordance with all applicable laws.
  - e. Maintain a current Utility Contractor license with the State of Georgia.
4. The Contractor(s) is expected to attract and retain highly qualified employees in the appropriate number to maintain the required level of service. Employees will be expected to maintain a professional appearance and be courteous in their interaction with the public.

The Contractor(s) shall maintain and implement documented training programs throughout the term of the contract to guarantee that the contractor's employees maintain applicable certifications. Resumes for the project superintendent, road maintenance foreman, and stormwater foreman must be included in the response to this RFP.

5. The contractor shall submit a monthly report no later than the 5<sup>th</sup> of each month to include, but not limited to, a highlight of major accomplishments, problems, trends and other pertinent information associated with the month activities. This report shall be delivered to the Public Works Director and any other specified city staff. The reporting will be in brief memo format and must include the completed and in progress work orders from the previous week. In addition, the report will include a daily accounting of the number of field personnel at each work order each day. The report will also include the number of hours spent at each work order each day. The report will include any equipment failures and/or lost production time due to equipment failure. The report will also include any employee training that occurred in the previous week. Reporting must be submitted for both road maintenance and stormwater maintenance crews.
6. Basic equipment essential to the performance of customary work including safety equipment, communication devices, etc will be included in the monthly lump sum rate. All rates proposed for services shall include traffic control equipment, portable safety traffic signs, safety cones and barrels, barricades, two digital message boards, delineators, and arrow boards.
7. The Contractor(s) should include in the proposal, a detailed list of equipment that will be utilized in the City of Tucker. The Contractor(s) shall be responsible for maintaining the equipment in satisfactory operating condition throughout the contract period. If equipment requires repair, the Contractor is responsible for renting or acquiring replacement equipment at their own expense to avoid delays or down time. Repair and maintenance of equipment shall occur outside of the normal 40-hour week assigned to addressing work orders. Significant equipment repairs that result in a reduction of a 40-hour production week will result in a proportional payment reduction. All fuel will be the Contractor's responsibility. The Contractor(s) shall maintain and account for any information, equipment, and property, which the City provides to the Contractor for use during the period of performance.

Age and condition of equipment will be factored into contractor scoring for these services. The contractor shall be prepared to allow the city inspect the equipment and demonstrate its functionality prior to selection.

At least one member of each work crew must be equipped with a cell phone. The cell phone

shall be capable of taking and sending digital pictures or a separate digital camera should be provided to each crew. Work crew supervisors must be provided with a computer with internet access for communication with the City's work order management system.

8. Contractor shall provide automatic vehicle location (AVL) tracking devices to all vehicles associated with this scope. The contractor shall be responsible for general upkeep, protection, and operation of these devices to include but not limited to the insurance of continued operation during the times the vehicles are utilized for this scope. Contractor shall provide at a minimum AVL tracking that provides real-time data, and historical data to include but not limited to speed and idle time updated at an interval no more than 1 minute. History of vehicle tracking must be maintained for at least one year. Contractor shall provide the director of public works or his designee, login access to this data at his discretion.
9. Raw materials used in the performance of the work will be either purchased directly by the City of Tucker or reimbursed as a pass-through cost with no markup. The City may elect to setup accounts with various suppliers for direct billing. The Contractor(s) will be responsible for loading and delivery of the material. The Contractor will also be responsible for estimating quantities, obtaining competitive pricing, arranging for delivery in a timely manner and providing for storage at the City maintenance facility. Whenever practical, arrangements shall be made for the City to pay for material directly. Reimbursement for materials will not include items that are incidental to the work such as work gloves and safety supplies.

## **B. DETAILED SCOPE OF WORK**

Maintenance activities of the contractor will include but are not limited to:

1. Provide a minimum of two (2) – 3-man crews and equipment to perform right of way maintenance as identified in the scope of work and in assigned work orders. Right of way personnel will be fully dedicated to right of way maintenance during the mowing season with supplemental staffing readily available to react to other maintenance calls mentioned in part of this proposal. Adequate personnel must be provided to meet safety requirements at all times. Some work will be necessary after hours call out and/ or weekend work. Crews must be available to respond to weather-related incidents and other emergencies on a 24-hour on-call basis with a 2-hour response time. Personnel must be sufficiently trained and a minimum of 12 hours per year per staff member is required. Documentation should be submitted to City staff upon completion.
2. The right of way maintenance contractor will be responsible for maintaining the public right of way, primarily along arterial and collector streets, and other City owned open space

in a manner consistent with industry standards. Maintenance will include routine mowing and cutting vegetation in designated areas, trash, debris and hazard removal as needed and response to weather incidents and other emergencies that affect public infrastructure.

3. The contractor must provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. The equipment must be maintained in a clean and professional condition reflecting the City's high standards. Regularly used maintenance trucks should be a full-size pickup truck or larger.
4. The contractor shall purchase and provide all materials, supplies, and labor necessary to fulfill the requirements of this bid. Any raw materials/supplies needed to complete work associated with this bid will be either purchased directly by the City of Tucker or reimbursed as a pass-through cost with no markup. The Contractor will be responsible for loading and delivery of the material. The Contractor will also be responsible for estimating quantities, obtaining pricing, and arranging for delivery in a timely manner. If storage is required, these materials shall be securely stored at the herein mentioned storage facility found in section C7 of this document. Reimbursement for materials will not include items that are incidental to the work such as gloves, safety supplies, etc.
5. Routing Right of Way Maintenance to the City's arterial and collector streets to include:
  - Mowing Areas
  - Trimming/Pruning Areas
  - Landscaped Median Maintenance
  - Sidewalks
  - Curb and Gutter
  - All other Right of Way

❖ A map of expected areas of maintenance is attached as Scope of Work Exhibit A
6. During the growing season from April 1st to October 31<sup>st</sup>, the contractor will mow and trim vegetation in the areas designated bi-weekly (unless otherwise directed). Mowing heights shall be appropriate for species. In areas where species may be mixed/varied, the mowing height shall be no greater than 2-inches. Locations missed due to weather conditions shall be completed within five (5) days of original schedule.
7. Trash in these areas should be picked up before and after the mowing as necessary.
8. Trash must be bagged and disposed of properly at an off-site location.
9. Other debris such as fallen tree limbs, car parts etc. must be removed and disposed of properly.
10. Illegal signs in the right of way must be removed and provided to the City's Code Enforcement Department.
11. Sidewalks and gutters should be kept clear of debris, leaves and vegetation.
12. Any unsafe conditions observed by contractor personnel will be reported to the City's Public Works Department.
13. Apply mulch and pine straw to areas of exposed soil or landscape planting. Maintain these areas with herbicide for weed control.

- ❖ A map of expected locations is attached as Scope of Work Exhibit B. Other locations may be applied upon direction of City Staff.
- 14. Perform extensive cut back of shrubs, trees, weeds, vines to maintain clear sight lines, vehicle and pedestrian accessibility, and overall maintained appearance.
- 15. Remove fallen trees in any right of way areas as needed.
- 16. Perform cleanup of fallen leaves from all right of way locations identified in the maintenance map during fall/winter season.
- 17. Provide water to sensitive vegetation, as directed by City staff.
- 18. Complete street sweeping based on the map attached as Scope of Work Exhibit C. Street sweeping shall occur monthly (total of 12 times per year).

### **WORK ORDER GENERATED SERVICES**

In addition to the routine right of way maintenance, the contractor will be required to complete various work order generated tasks at the direction of the Public Works staff. These tasks include but are not limited to removing roadway hazards such as debris and dead, diseased, hazardous or fallen trees, trimming vegetation to improve visibility at intersections or street sign locations, picking up trash and dead animal removal.

Work orders will be disseminated to the contractor electronically through Public Works' Cityworks work order management software. Work orders will be assigned a priority by the Public Works staff. The contractor will be expected to monitor the status of work orders and complete them in a timely manner as follows:

- Priority 1: Complete within 24 hours.
- Priority 2: Complete within 7 days.
- Priority 3: Complete within 21 days.
- Priority 4: As directed.

### **Emergency Responses**

The contractor will be required to maintain a point of contact for 24-hour, 7-day per week response to weather-related incidents and other types of emergencies. This responsibility will best be handled by the Crew Supervisor. The contractor must be able to have equipment and personnel mobilized in the City within 2 hours of notification of an incident. Costs for work after normal business hours will be paid on an hourly basis.

### **C. EQUIPMENT / PERSONNEL AND STORAGE SCOPE OF WORK**

1. In addition to providing an adequate number of qualified personnel, the contractor will be responsible for the following:
  - Provide and maintain in satisfactory operational conditions all equipment necessary to

- provide the required services.
- All vehicles and fuel necessary to provide the required services.
  - All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a smart phone for interaction with the work order system.
  - Subcontractors may be utilized to fulfill the requirements of the scope outlined in this RFP. All subcontractors are expected to be held to the same standards as the selected contractor.
2. City Provided Items
    - Magnetic City of Tucker logos for contractor vehicles.
    - In-office meeting site at the City of Tucker City Hall
    - Training on the City's work order management system.
    - Materials and supplies other than fuel, equipment, office and personnel supplies. For example: gravel, straw, seeds, mulch etc.
  3. Daily Equipment - Expected to be onsite daily for use.
    - All necessary hand or power tools to complete identified Scope of Work
    - Site Equipment – Loader (ie. skid steer/equipped tractor), mowers, string trimmers, edgers, blowers, parking lot blowers, spreader/hopper, backpack sprayers, tree sprayer, utility side by side.
    - Pruning Equipment – chain saws, pole saws, hedge trimmers, hand pruners.
    - Facilities Equipment – sump pump, pipe snake, pressure washer, ladders, power drills, circular saw, drills, etc.
  4. Equipment Upon Request  
Expected to be onsite upon request within a reasonable amount of time (estimate only)
    - Aerator (40 hours annually)
    - Augers (40 hours)
    - Bush hog (80 hours)
    - Tiller (40 hours)
    - Chipper (200 hours)
    - F 450 equivalent dump truck (200 hours)
    - Mini Excavator (40 hours)
  5. Provide additional out of scope pricing in provided bid sheet.
  6. Winter Storm
    - In the event of a winter storm, the road maintenance contractor must provide at a minimum:
      - Two (2) four-wheel drive full size pick-up trucks
      - Two (2) snowplows
      - 2,000 Gallon Water Truck equipped to deploy brine solution.
      - One (1) tailgate mount type salt spreader

- Two (2), 1 cubic yard salt spreader.
- Provide supplemental crews to operate a combination of the mentioned equipment mentioned within the above section.
- A copy of the planned route can be found on the attached Scope for Work Exhibit D. Tweaks may be made at the discretion of the Public Works Department.

#### 7. Storage Yard

The City will provide a storage yard for public works use. The selected contractor shall be aware of the following:

- The location shall be secured and protected with fencing and provide a safe work environment for Tucker Employees and contractors. Contractors are encouraged to add any additional security to their equipment as the City cannot be liable for any damages.
- The site will provide a garage for local repairs and maintenance to equipment.
- The contractor shall maintain a proper Hazardous Material Plan and maintain all required Manufacturer's Safety Data Sheets (MSDA) forms on site.
- Access shall be provided to the selected contractor

### **D. RFP STANDARD INFORMATION**

#### **1. Authority**

This RFP is issued under the authority of the Purchasing Division of the City of Tucker. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

#### **2. Offeror Competition**

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposals, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

#### **3. Receipt of Proposals and Public Inspection**

##### **(a) Public Information**

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Proposals has passed with the following four exceptions, as permitted by law: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Tucker (3) any company financial information requested by the City of Tucker to determine Contractor

responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

**(b) Procurement Officer Review of Proposals**

Upon opening the Proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 3.a. above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Proposals.
- The Proposals do not contain confidential material in the cost or price section.
- An affidavit from an offeror’s legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

**4. Classification and Evaluation of Proposals**

**(a) Determination of Responsive or Non-responsive**

All Proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the Proposals is not within the plans and specifications described and required in the RFP. If a Proposal is found to be non-responsive, it will not be considered further.

**(b) Determination of Responsibility**

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

**5. City’s Rights Reserved**

Issuance of the RFP in no way constitutes a commitment by the City of Tucker to award

and execute a contract. Upon determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all Proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

## **6. General Information**

1. Only those firms or teams with the necessary resources and a commitment to complete all work according to the specifications in the Scope of Work should submit a Proposal.
2. The City may select the best qualified contractor based on the information received from interested companies as a result of this solicitation.
3. The City of Tucker reserves the right to cancel any and all Request for Proposals at any time when it is determined to be in the best interest of the City.
4. The City of Tucker also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
5. It is the responsibility of all companies interested in submitting proposals for this advertisement to routinely check the posting on the website for any revisions to this RFP.
6. Incomplete submittals will not be considered. Late submittals will not be accepted.

## **E. PROPOSAL SUBMISSION AND EVALUATION**

### **1. Preparation of Proposal**

Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Proposals, the Offeror should reference these materials in the technical Proposals, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

### **2. Submittal Requirements**

Failure to meet these requirements will result in the Proposals being determined “non-

responsive” and the entire submittal will be rejected. Unless otherwise specified, all requirements will count toward the page limit.

1. Submittals of company information and Proposals should be no more than fifteen (15) pages single-sided, 8½” x 11” pages in length. The 15-page limit does not include the cover page, tabs or title pages, and the required City forms. Any other supplemental information and pages outside the page limit will not be reviewed and will be considered as non-responsive to the page limit requirement.
2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), and joint venture partner information (if applicable).
3. Describe the company’s understanding of the proposed services as described in the Scope of Work. Each proposer should include a summary of their proposed management plan. The management plan should describe the number of crews and seasonal personnel, if any, proposed to accomplish the required work.
4. Provide information on supervisory personnel to be assigned to this contract, including for the project superintendent, road maintenance foreman, and stormwater foreman. The proposal should identify any applicable certifications held by key personnel who will perform the work. Provide copies of appropriate required licenses.
5. List and describe company experience in the past five years that best matches the Scope of Work. In addition, references, including name, address, telephone number and email address of a contact person for each job identified and described above should be included.
6. Submit the required forms provided as part of the bid package, which will not be counted toward the 15-page limit.

### **3. Evaluation Process**

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

Selection and award will be based on the offeror’s Proposals and other items outlined in

this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

#### **4. Selection Criteria**

The Evaluation Committee will evaluate the quality and completeness of each proposal as it addresses each requirement of the RFP. The RFP carries a total weight of 100 points. Proposals will be evaluated and scored in categories. Each category is assigned a maximum point value. Firms will be evaluated and rated based on the criteria below:

##### **Proposed Management Plan and Approach – 35 points**

The proposal shall outline the plan that the company will use to provide the most effective delivery of the requested services as outlined in the Scope of Work.

##### **Qualifications and Similar Project Experience of the Company and Staff – 35 Points**

The proposal must give a detailed report of related experiences that demonstrate the ability of the proposer to perform requested services as outlined in the Scope of Work. The proposal shall include sufficient information to indicate the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.

##### **Cost Proposal – 30 points**

Proposers shall provide lump sum costs for basic services per the Cost Proposal Form provided. Proposers shall also submit the Unit Cost Schedule per the form provided. The contract award will include an annual Not-to-Exceed amount to be determined by the City of Tucker based on the rates provided.

#### **5. Oral Presentations**

The City reserves the right to invite Offerors to present their proposal to the Evaluation Team. Evaluation criteria for such presentations will be provided to offerors prior to presentations.

#### **6. City’s Right to Investigate and Reject**

The City may make such investigations as deemed necessary to determine the ability of

the offeror to provide the supplies and/or perform the services specified.

## **F. TERMS AND CONDITIONS**

1. The City reserves the right to amend this RFP prior to the due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, and also the City's website at: [www.tuckerga.gov/bids](http://www.tuckerga.gov/bids). Offerors are encouraged to check this website frequently.
2. A submitted Proposal may be withdrawn prior to the due date by a written request to the Procurement Manager. A request to withdraw a Proposals must be signed by an authorized individual.
3. No proposal may be withdrawn for a period of ninety (90) days after the time has been called on the date of the opening.
4. The cost for developing the Proposal is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.
5. If an Offeror has any existing client relationship that involves the City of Tucker, the Offeror must disclose each relationship.
6. It is the policy of the City of Tucker that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Tucker encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises. However, there is no DBE minimum goal for this project.
7. The City of Tucker adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0126 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.
8. The Contractor will comply with all City, State of Georgia, Title VI and Federal laws, rules, and regulations.
9. This RFP expressly limits acceptance to the terms stated below. Any additional or different

terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

**10.** Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors, agents, and suppliers.

**11.** At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded by City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

**12.** Contractor shall maintain the following insurance:

- Commercial General Liability coverage at their sole cost and expense with limits of not less than \$3,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.
- Statutory Workers Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against the City of Tucker and its affiliates.
- Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.

All insurance shall be provided by an insurer(s) acceptable to City, and except for worker's compensation insurance, shall name the City as an additional insured; and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

**13. Protection and Restoration of Property and Landscape:**

- The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
- When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.
- In the event the contractor (or subcontractors working for them) damage private property in the course of performing the Work, the contractor shall be responsible for making restitution. The contractor shall be responsible for communicating with property owner(s) directly with regard to all property damage claims. Contractor shall copy the City of Tucker on status of each claim until resolved.

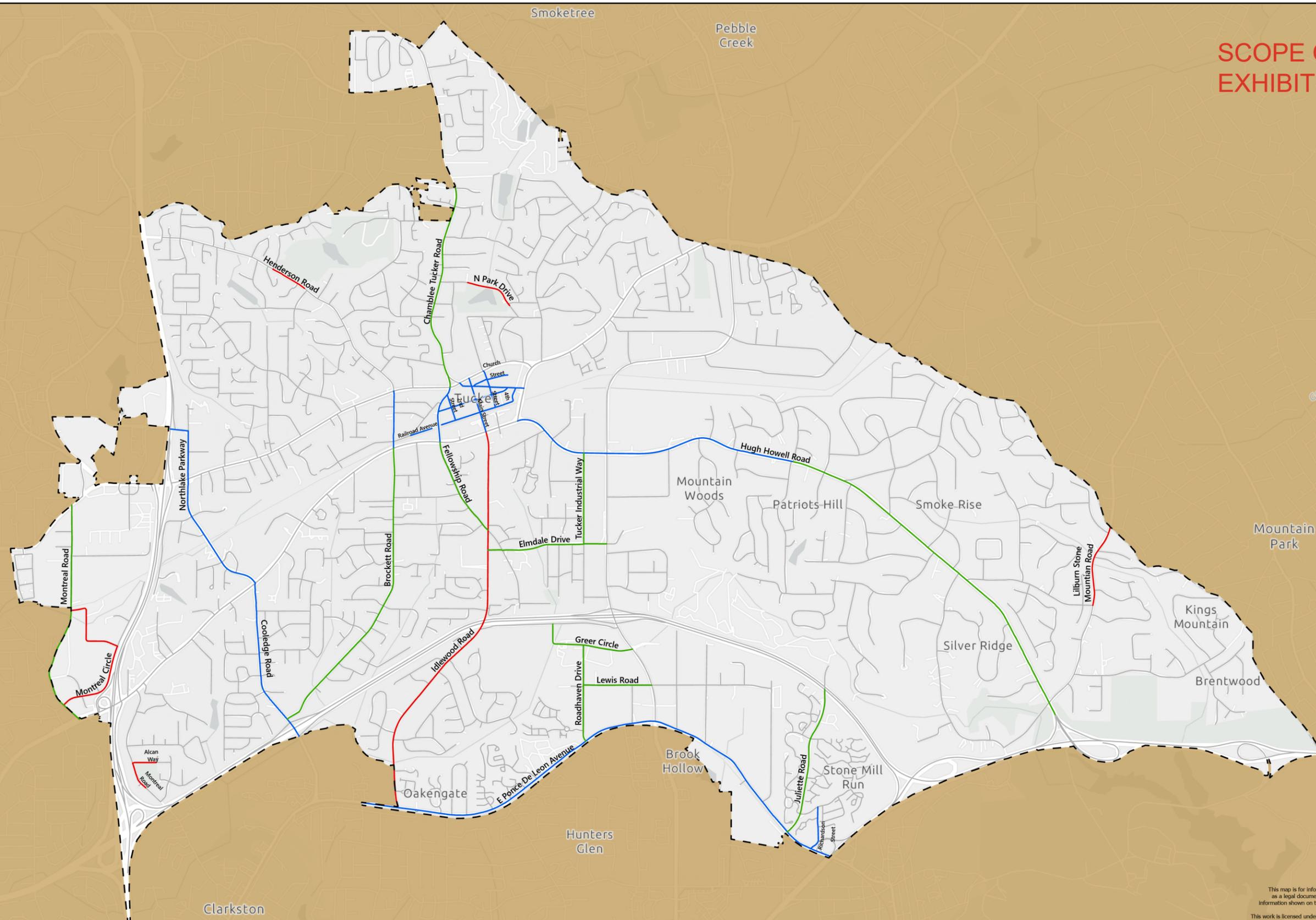
**14.** Contractor shall always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractors shall have no authority to contract for or bind City in any manner.

**15.** Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

**16.** Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

**17.** In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City because of such breach.

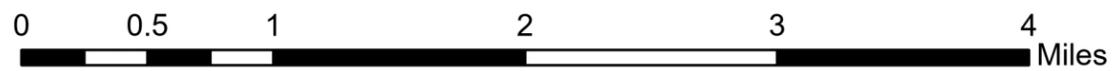
# SCOPE OF WORK EXHIBIT A



This map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries, please contact the City of Tucker. This work is licensed under a Creative Commons Attribution 4.0 International License.

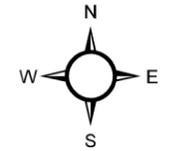


## Mowing Schedule

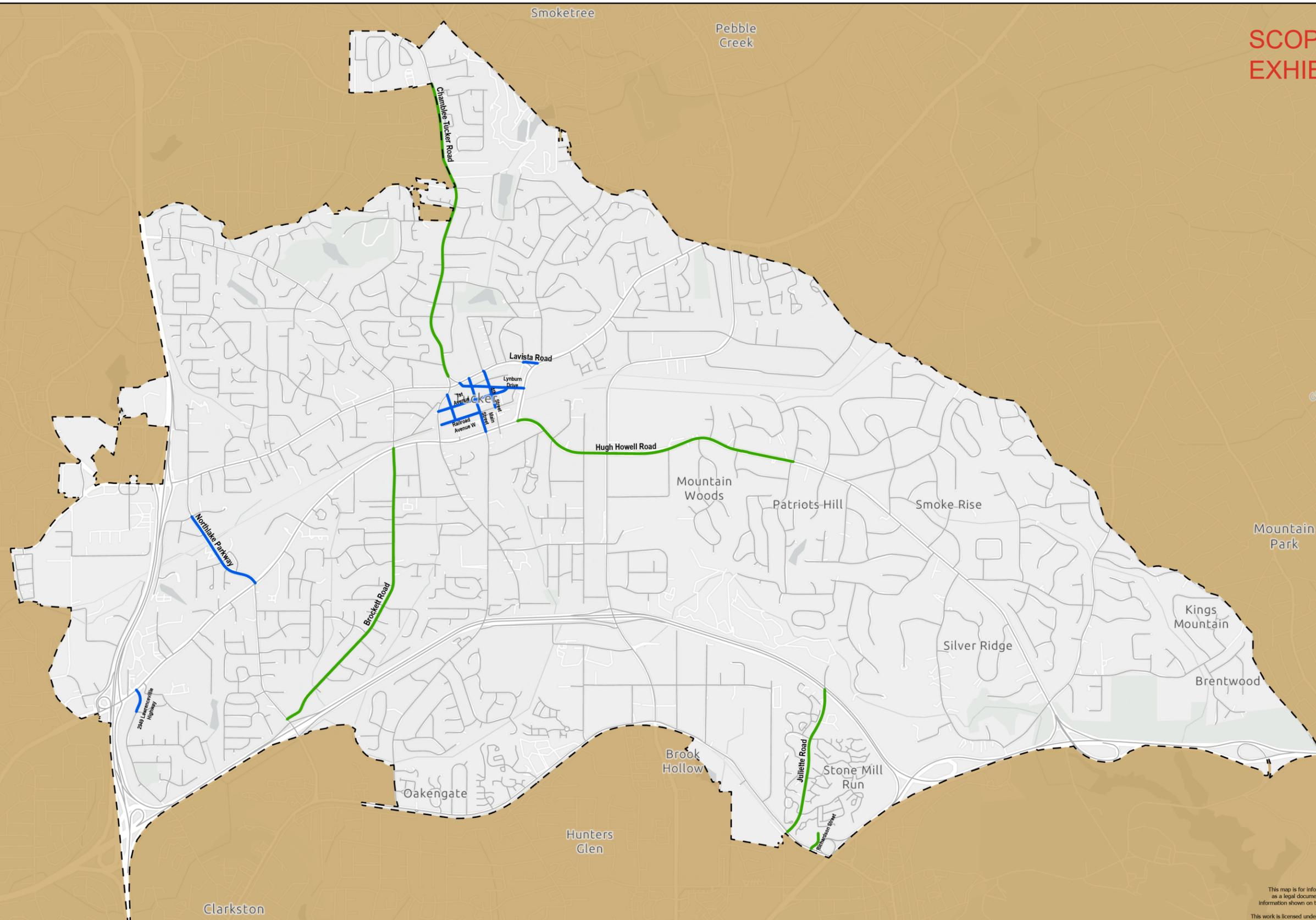


- Frequency**
- As Directed
  - Bi-Weekly
  - Monthly

- Legend**
- Municipal Boundary
  - Tucker Local Streets
  - Outside Tucker



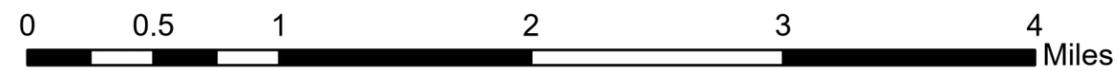
# SCOPE OF WORK EXHIBIT B



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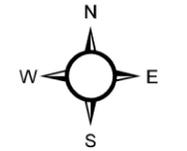
## Landscaping Schedule



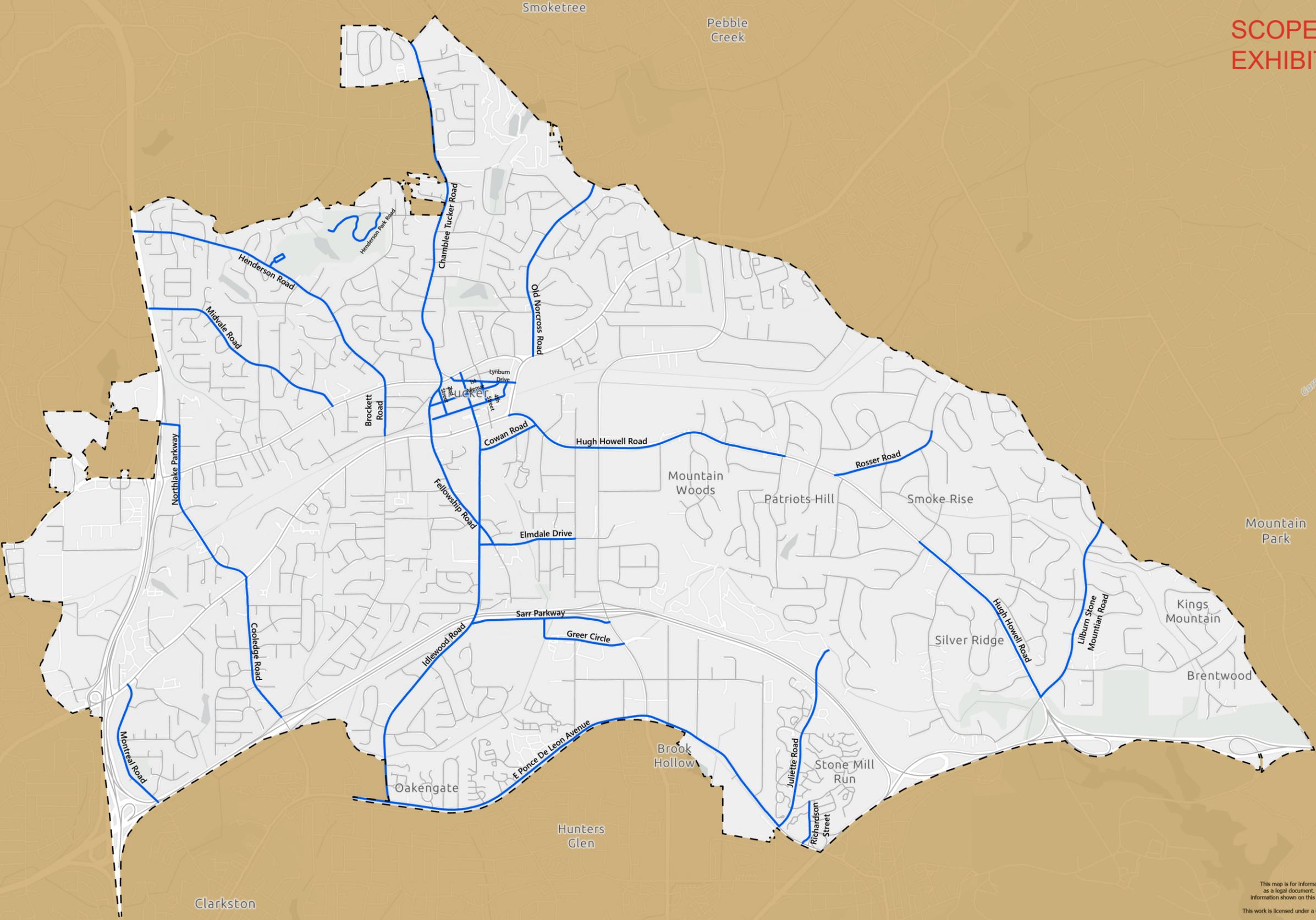
### Legend

- Landscaping Scheduling Frequency**
- Quarterly
  - Semi-Annually

- Municipal Boundary
- Tucker Local Streets
- Outside Tucker



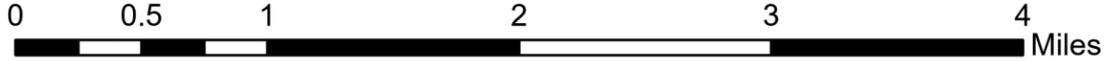
**SCOPE OF WORK  
EXHIBIT C**



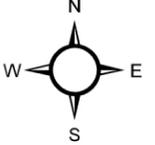
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**Street Sweeping  
Maintenance**



- Legend**
- Street Sweeping
  - Municipal Boundary
  - Tucker Local Streets
  - Outside Tucker



**RFP 2026-008 RIGHT OF WAY MAINTENANCE SERVICES**

**COST PROPOSAL**

**Basic Right of Way Maintenance Services**

<b>Service</b>	<b>Unit of Measure</b>	<b>July 2026 – June 2027</b>
Afterhours Emergency Response- Section B	Hourly	
Right of Way Maintenance – Section B	Monthly Lump Sum	
Equipment – Section C	Monthly Lump Sum	
Additional Equipment/Labor Cost (Out of Scope)	Unit Price	See Rate Sheet

Effective July 1, 2027 and each year thereafter, for any annual renewals, the Base Hourly Rate used for calculation of the Bill Rate shall be increased by the percentage of annual total compensation increase for private industry workers reported in the most recent data for the preceding 12 months in the Employment Cost Index published by the United State Bureau of Labor Statistics. Provided, however, that no such increase shall exceed 3% regardless of the minimum compensation increase for private industry workers for the preceding 12 months. This allowance does not apply to equipment costs.

RFP 2026-008 RIGHT OF WAY MAINTENANCE SERVICES

RATE SHEET

**Additional Equipment/Labor  
Unit Cost Schedule**

<b>Description</b>	<b>Daily Cost</b>	<b>Weekly Cost</b>
2-man maintenance crew (including equipment)		
Aerator (walk behind)		
Auger (skid steer)		
Auger (2 man)		
Auger (1 man)		
Bush Hog		
Tiller (rear tine)		
Tiller (light duty)		
Chipper 12"		
Chipper 6"		
Lawn Dethatcher		
Hydroseeder		
Sod Cutter		
Bed Edger		
Trencher (walk behind)		
Mini Backhoe		
Tractor (65-75 HP)		
Tractor (40-49HP)		
Box Scraper (Tractor)		
Rotary Cutter (Tractor)		
Landscape Rake (Tractor)		
Aerator (Tractor)		

<b>Description</b>	<b>Daily Cost</b>	<b>Weekly Cost</b>
Rotary Tiller (Tractor)		
Tow Behind Spreader (Tractor)		
Harley Rake (Tractor)		
Scissor Lift 10-13'		
Scissor Lift 14-19'		
Electric Sewer Snake		
Concrete Cutoff Saw		
Portable Gas Generator		
Plate Compactor		
Portable Abrasive Blaster		
Power Wheel Barrow		
Mulch/Straw Blower		
Utility Trailer (6x10')		
Traffic Barrels (25 count)		

## **RATE SHEET**

### **Snow / Ice Removal Unit Cost Schedule**

<b>Description</b>	<b>Units</b>	<b>Rate</b>
Additional 2-Man Crew with 4WD Truck, each	Hourly	
Additional Snow Plow, each	Daily	
Additional Tailgate Spreader, each	Daily	
Additional Spreader, 1 cubic yard	Daily	
Per Diem (per 2-Man crew), if crew needs to remain in the City Overnight	Daily	

**RFP 2026-008 RIGHT OF WAY MAINTENANCE SERVICES**

**Proposal Price Certification**

In compliance with the attached specification, the undersigned understands the minimum scope requirements of the City of Tucker for this project.

The undersigned offers and agrees that if this proposal is accepted by the Mayor and City Council within one hundred twenty (90) days of the date of bid opening, that the undersigned will furnish any or all of the deliverables and additional services offered, at the quoted price, to the designated point(s) within the time specified.

DATE \_\_\_\_\_

COMPANY \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT / TYPE NAME \_\_\_\_\_

CONTACT'S PHONE NUMBER \_\_\_\_\_

CONTACT'S EMAIL ADDRESS \_\_\_\_\_





## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

**GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.**

<b>Contractor Name:</b>	
<b>Solicitation/Bid number or Project Description:</b>	RFP 2026-008 Right of Way Maintenance Services

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract on behalf of the City of Tucker, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**OATH OF NON-COLLUSION**

COMES NOW, \_\_\_\_\_ (“Contractor”),  
[*name of Contractor*]

appearing by and through \_\_\_\_\_,  
[*name of individual with authority to bind Contractor*]

its \_\_\_\_\_ (“Individual And Representative Affiant”), and  
[*title*]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[*insert the names of all those required to give the oath*]

(collectively, “Individual Affiants”), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.

3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_, individually and on behalf of Contractor  
[signature of Individual And Representative Affiant]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Individual Affiants' signatures and names:*

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Subscribed and Sworn before me on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

\_\_\_\_\_

# Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Information:

Primary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Preferred Contact for Administration: (i.e. Document Processing) (Choose one)

- Primary Contact                       Secondary Contact

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Mailing Address (If different than above): \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Federal Employee ID Number (FEIN): \_\_\_\_\_