



DeKalb County
GEORGIA

DeKalb County
Department of Purchasing and Contracting
Maloof Administration Building, 1300 Commerce Drive, 2nd Floor,
Decatur, Georgia 30030

October 30, 2023

INVITATION TO BID (ITB) NO. 23-101615

FOR

GROUNDS MAINTENANCE
(ANNUAL CONTRACT WITH 2 OPTIONS TO RENEW)

DEKALB COUNTY, GEORGIA

Procurement Agent: Delois Robinson, MBA, CPPO
Phone: (404) 427-1319
Email: drobinson@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: **November 1, 2023 and November 8, 2023**
<https://www.dekalbcountyga.gov/purchasing-contracting/itbrfp-prime-contacts>
(Bidders must attend 1 meeting via video conference.) (Meetings are held at 10:00 a.m. and 2:00 p.m.)

Mandatory Pre-Bid Conference: **2:00 P.M. ET, November 16, 2023**
<https://dekalbcountyga.zoom.us/j/87670052676>

Deadline for Submission of Questions: **5:00 P.M. ET, November 17, 2023**

Bid Opening: **3:00 P.M. ET, November 30, 2023**
<https://dekalbcountyga.zoom.us/j/81288507760>

Price Schedule Opening: 3 – 5 Business days after Bid Opening

FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print): Federal Tax ID No. _____ ARE YOU A DEKALB COUNTY FIRM? Yes ___ No ___	TELEPHONE WITH AREA CODE AND EMAIL ADDRESS: Phone: _____ E-mail: _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE: _____	SIGNER'S NAME AND TITLE (Type of Print): _____

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

TABLE OF CONTENTS
FOR
INVITATION TO BID NO. 23-101615

INVITATION TO BID OVERVIEW 3

INVITATION TO BID PROCEDURES 5

GENERAL TERMS AND CONDITIONS 9

MINIMUM SPECIFICATIONS 20-28

BID ACKNOWLEDGEMENT FORM 29

SITE ACKNOWLEDGEMENT FORM 30

REQUIRED DOCUMENTS CHECKLIST 31

PRICE SCHEDULE (*SEPARATE SEALED ENVELOPE*) 32-34

CONTRACTOR REFERENCE & RELEASE FORM..... 35-36

SUB CONTRACTOR REFERENCE & RELEASE FORM 37

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE 38

CONTRACTOR AFFIDAVIT 39

SUB CONTRACTOR AFFIDAVIT..... 40

DEKALB FIRST LSBE INFORMATION..... 41-49

FIRST SOURCE JOB ORDINANCE INFORMATION..... 50

INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB 23-101615, Grounds Maintenance (Annual Contract with 2 Options to Renew)** from responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	October 30, 2023
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	November 1, 2023 and November 8, 2023 (Meetings are held at 10:00 a.m. and 2:00 p.m.)
Mandatory Pre-Bid Conference:	November 16, 2023 @ 2:00 PM ET https://dekalbcountyga.zoom.us/j/87670052676
Deadline for Submission of Questions:	5:00 P.M. ET, November 17, 2023
Bid Opening:	3:00 P.M. ET, November 30, 2023 https://dekalbcountyga.zoom.us/j/81288507760
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 90 days from and including the bid opening date.

Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030, not later than **3:00 P.M. ET, November 30, 2023.**

*****PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents (**with the exception of the price schedule**)) stamped “Original” and **one copy of the bid package via flash drive** to the address listed above. **Do not include the price schedule in the original or on the flash drive.**

2. CONTACT PERSON:

The contact person for this bid is **Delois Robinson, Procurement Manager**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at via email at drobinson@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on Friday, November 17, 2023.**

4. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, www.dekalbcountyga.gov/formalbids. Bidder should regularly check the County's website for addenda.

INVITATION TO BID PROCEDURES

BIDDER INFORMATION:

1. **FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.**
2. Failure to return all pages of this Invitation to Bid may result in bid being deemed non-responsive.
3. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
5. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
8. Bid Withdrawal
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

9. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

12. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

13. LSBE Information

a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.

b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact a LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

14. First Source Jobs Information

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworksource.org or 404-687-3400.

15. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

16. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

17. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

18. Business License

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB 23-101615, Grounds Maintenance"** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. Contract Award:

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

G. COUNTY REQUIREMENT:

The contract will be an “Indefinite Quantity” type with County requirements to be satisfied on an “as ordered” basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

H. WARRANTY AND/OR GUARANTY:

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

or

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE:** FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

I. SAMPLES & TESTING:

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

J. LITERATURE:

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

K. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship

is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.

1. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
 - To Contractor's customers.
 - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph I. as stated within the ITB.

2. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County.

Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.

3. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:

The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. PAYMENT:

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

2. Invoice(s) must be submitted as follows:

Vendor invoices:

Accounts Payable

DeKalb County Department of Finance
1300 Commerce Drive, 3rd Floor
Decatur, GA 30030

For notices:

Chief Financial Officer
DeKalb County Department of Finance
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

- a. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info.
3. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

O. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

P. ADDITIONAL WORK:

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

Q. OWNERSHIP OF DOCUMENTS:

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

R. RIGHT TO AUDIT:

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

T. REVIEWS AND ACCEPTANCE:

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

U. TERMINATION OF AGREEMENT:

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnites," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnites,

the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

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 and professional liability 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.

X. GEORGIA LAWS GOVERN:

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

Y. VENUE:

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

Z. COUNTY REPRESENTATIVE:

The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

AA. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that

of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

BB. SOLE AGREEMENT:

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

CC. SEVERABILITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

DD. NOTICES:

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Procurement Officer
Department of Purchasing and Contracting
Maloo Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

If to the Contractor:

Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

EE. Georgia Open Records Act:

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

FF.Cooperative Procurement

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

MINIMUM SPECIFICATIONS/SCOPE OF WORK

I. GENERAL REQUIREMENTS:

The work includes, but is not limited to landscape ground maintenance such as: mowing, line trimming, edging, litter, tree and shrub maintenance such as pruning and selective removal, weeding, and mulching,

- a) Performance consists of mowing areas which require the use of specialized equipment (tractor, small machine mower, edger, and/or weed eater), as well as hand labor. The successful Bidder(s) shall furnish all labor, equipment, fuel, supplies and any other items needed to perform all work necessary.
- b) Contractor shall furnish a complete list of the equipment to be utilized on the form attached herein this solicitation. Equipment shall be fully operational designed to meet state safety regulations and operated by a competent, fully qualified operator.
- c) Other County contract(s) may be used as a supplement to aid and enhance the services currently being provided to the citizens of DeKalb County by the respective Department.
- d) The scope of this contract does provide for detailed site plans and/or aerial maps to be issued with the bid package by the County. Site maps provide an overhead map with an outline of each performance location. The GIS Link below is provided only for reference and is NOT to be used as a substitute for visiting each site in person. Submitted bids should not be based solely on the information contained in the maps.

<https://sftp.dekalbcountyga.gov/f/e777db161f158ad6>

- e) The areas to be maintained are described in this solicitation. Upon contract award the successful Bidder(s) are required to contact the assigned Supervisor/Inspector within ten (10) business days after the Notice To Proceed.
- f) It shall be the responsibility of All Bidder(s) to verify the volume of mowing to be accomplished in accordance with areas specified. All Bidder(s) are required to inspect the areas and become familiar with mowing site conditions; determine the amount of effort required; and equipment and personnel required prior to submitting a bid.
- g) The scope of work will include the maintenance, operations, survival, quality, and condition of all public grounds. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform landscape maintenance services. In addition, please see the list and description of typical services in Sections below.

A. **SITE SERVICES**

Bids will be determined based on mowing, litter/trash removal, string trimming and edging. All other services will be additional and paid as identified for each site. At any time a service may be added or eliminated from any site.

(1) Mowing; (2) String Trimming; (3) Edging, (4) Litter Pickup/Trash Removal; (5) Blowing; (6) Landscape Maintenance; (7) Nature Trails/Naturalized Areas; (8) Ice/Snow Removal; (9) Special Events where applicable.

B. DESCRIPTION OF SERVICES

1) **Mowing** (Frequency: Weekly in Summer, Biweekly in Winter,)

All areas shall be uniformly cut each mowing cycle to a minimum height for the particular grass type in summer months with a maximum tolerance of one-half inch plus or minus, unless otherwise directed by the department. The Contractor shall ensure a clean cut. If rain has delayed the mowing cycle, then bagging of grass clippings will be necessary.

Alternating of mowing patterns is desirable to eliminate any ruts forming from mower wheels. Contractor shall remove all heavy grass clipping or other vegetation from the site; or re-mow until residue is reduced to fine compost. All roadways/sidewalks shall be kept free of clippings and debris.

Mower blades should be sharpened on a weekly basis to provide a clean and efficient cut at all times. Grass shall be cut evenly leaving no ragged edges or scalping.

To help prevent projectiles from being thrown into the street, mowers need to have guards on their mowing decks.

During the winter months (November – February) leaves shall be collected and removed from the site specified service frequency through the fall season.

2) **String Trimming** (Frequency: Weekly in summer/Bi-weekly in winter)

Those areas that cannot be reached with a mower shall be trimmed down with the use of a string trimmer. Turf trimmed with a weed eater shall be trimmed to the same height as that of the turf around it that was mowed.

Chemical application cannot be used as a substitution for string trimming in lawn areas.

3) **Edging** (Frequency: Weekly in summer/Bi-weekly in winter)

All turf areas shall be edged along the curb line, sidewalks, and plant bed areas. Edging shall be done with a metal blade edger.

4) **Litter Pickup and Trash Removal** (Frequency: Weekly in summer/Bi-weekly in winter)

The Contractor shall pickup and remove all trash, paper, glass, debris, tree limbs (3" caliper and under) and other litter from the areas prior to mowing on each scheduled visit regardless of the amount of mowing required.

The successful bidder(s) shall be responsible for the proper disposal of all litter. Litter accumulated in the curbing at roadside sites and parking lots is to be removed as well.

5) **Blowing** (Frequency: Weekly in summer/bi-weekly in winter)

All curbs, sidewalks, parking lots and roadways will be blown off to remove trash and cuttings immediately after mowing, edging and trimming. All grass clippings left on i.e. sidewalks, shelters, and/or streets shall be blown off or bagged and removed. Grass Clippings must be kept out of all streets, gutters, and storm. All grass clippings must be blown back into the grass or raked, bagged and removed from the site.

6) Landscape Maintenance (Frequency: Weekly in summer/bi-weekly in winter)

Trees at all sites that border walkways, pavilions, parking areas or any area that receives pedestrian traffic shall be pruned to a height of 7' to maintain eye safety. All trimming on such trees shall follow the trimming guidelines of ANSI A-300 pruning standards. All suckering growth shall also be removed from the trees. Tree trimmings shall be disposed of by the contractor at the contractor's expense.

Trees will be pruned to avoid conflict with vehicular or pedestrian traffic and will not be allowed to interfere with gutters, facilities, site lighting, security cameras, or signage. Trees, shrubs and ground cover must be kept off fire hydrants, signs, walls, sitting areas, walkways, driveways and fences.

The contractor shall remove dead, broken, diseased and/or crossing over branches (trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge) on trees which are less than 4" caliper.

Kudzu, poison ivy, wisteria and other vines are to be kept from climbing up trees.

All shrub material sites must be trimmed occasionally to maintain a safe and aesthetically pleasing appearance. All shrub material shall be trimmed according to ANSI A-300 pruning standards. Trimmings shall be disposed of as not to clutter beds, roadways, curbing, sidewalks, or remain in the hedge.

Shrubs around administrative buildings, libraries, fire stations and health departments will be kept pruned to a height no higher than the building windowsills and shall not touch building walls. Other hedges and shrubs shall be kept trimmed as designed within the existing landscape, or as requested by the County.

Cypress or premium hardwood mulch will be added to all landscape beds and tree bases at a depth of 3 inches at all public ground sites. Mulch will be applied 2 times a year, once in May, and once in October.

Pine Bark Nuggets are not acceptable.

Pick up and remove all leaves and debris in bedded/landscaped areas and parking lots starting in Fall (when leaves on surrounding trees start to fall) and perform this service per the site frequency until leaves cease falling.

7) Nature Trails/Naturalized Areas

All existing nature trails and naturalized areas utilized by public and county employees will be maintained. Trails will be mulched with suitable materials with a clearance of 5' on either side. Trails and surrounding areas shall be kept free of fallen limbs, trees, and other plant debris. Poison ivy/oak, sumac, brambles, etc. are to be removed from all areas accessible to pedestrian traffic/use. Where applicable, thinning of existing plant material to be performed as required by individual site needs. Control of biting/stinging insect performed as required.

NOTE: All changes to existing landscape require prior approval.

8) Ice/Snow Removal – FACILITIES ONLY

All public ground sites around recreation centers subject to pedestrian traffic are to be cleared of ice/snow before normal operating hours. All sites are to be monitored to prevent re-freezing. Precautions are to be taken to minimize damage to landscape plants as a result of ice/snow removal. Special precautions shall be taken to minimize damage to tree root systems. Please note that you are required to use Calcium Chloride or an acceptable substitute only. Any sand or debris will be removed at the Contractor's expense.

9) Special Events

When required, all necessary maintenance practices will be performed prior to special events (government functions, dedications, memorials, concerts, weddings, etc.), with the emphasis on the overall aesthetic appearance and cleanliness of the facility. Special efforts are to be taken to prevent damage to property and injury to the public.

All immediate site maintenance requirements (trash and debris, removal, irrigation, mulching, etc.) promptly addressed after the event.

C. MAINTENANCE CYCLES

SEASONS: Spring / Summer – March 1st through October 31st (Weekly)

Fall / Winter - November 1st through February 28th (Bi-Weekly)

Operational Guidelines

- 1) The Contractor shall always maintain coordination with the Department. Either party may request and be granted a conference and/or quarterly meetings upon request within the same working week of the request.
- 2) Facilities - The Contractor shall submit a work schedule prior to beginning each season cycle. The work schedule shall show whether the sites will be maintained on the 1st and 3rd (and maybe 5th) week of the month or the 2nd and 4th week of the month.
- 3) RPCA will provide a calendar to the contractor at the beginning of each month which identifies which park location will be mowed within which week.
- 4) If for some reason the Contractor needs to schedule changes, you will need to submit the change in writing for approval. If schedule changes are to be made, it must be made within 24 hours, unless it is due to inclement weather. (Schedule changes will be approved on a case-by-case basis).
- 5) The departments will conduct Inspections Thursday and Friday for sites all sites.
- 6) Please note that you will be notified via email and by phone when an Unsatisfactory Site Inspection has been reported. Contractor must correct deficiency within seven (7) business days. If the deficiency persists within thirty (30) days, the Department reserves the right to reassign the zone and/or site to another Contractor.
- 7) When work by County forces, by other contractors, or weather conditions of a temporary nature prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Department may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed.
- 8) If the Contractor encounters an area where the grassed areas normally mowed are saturated with standing water to the point where the equipment may not be used without excessive damage to the turf, the Contractor shall notify the Department immediately. When, in the opinion of the Department, these areas shall be avoided, they shall be mowed at subsequent cycles when required by the Department.

- 9) The Contractor shall ensure that its operation does not cause rutting or damage to the ditch slopes. The vendor shall be solely responsible for repairing any damaged caused by the normal mowing operations to the ditches. If rutting occurs, the County may opt for hand mowing only.
- 10) When necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing shall be made on the shoulder. All bridges shall be crossed with extreme care and operations shall be planned to reduce such crossings to a minimum.
- 11) No storage or service of equipment shall take place on County property.
- 12) Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Department immediately by telephone and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.

D. Mowing Equipment

- 1) The Contractor shall furnish equipment of a type and quantity to perform the work satisfactory within the time specified herein.
- 2) If, in the opinion of the Department, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall immediately provide additional equipment as directed by the Department at no additional cost to the County.
- 3) The County reserves the right to inspect all equipment before it is placed in or while it is in service. If at any time, the Department determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Department. Inspection and approval of the Contractor's equipment by the Department shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.
- 4) Mowing equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of the cut is adjustable. Equipment, which damages curbs, pavement, or turf, shall not be allowed.

Protective devices on the mower decks shall be used to prevent objects from being thrown into traffic. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. If the Department determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the Department.

5) Mow Speed – All mowing must be conducted at a safe and factory recommended speed. Excessive speed or abrupt turning that results in, but is not limited to; broken irrigation heads, tire circles around trees, tear marks in the grass, and rubber marks on the concrete, while mowing will not be acceptable and shall be subject to the Department designated remedy. All such designated remedies will be at the Contractor’s sole expense.

E. Performance & Inspection Standards

1) Contractor shall provide a cut that is clean and sharp, with no streaks or scalping, and with a uniform distribution of the cuttings at all times for the areas mowed. All debris and litter at each site shall be removed prior to cutting. The accumulation or the piling of cuttings shall not be permitted. Areas of different widths shall be connected with smooth flowing transitions. The Department shall review completed areas for quality and acceptance. Areas determined to be unsatisfactory by the Department shall be re-mowed at no additional cost to the County. Areas requiring re-mowing shall be completed within the cutting cycle time.

2) The County’s approved personnel shall perform inspections of all County sites on Thursdays and Fridays of the same week the maintenance was performed. Performance shall be measured against the specifications of the bid contained herein. Following completion of an inspection the following ratings shall apply. A rating of **satisfactory** requires no additional service at site, a rating of **unsatisfactory** would require vendor call back to correct deficiencies. The standard for a satisfactory rating of each site is that there has been evidence of mowing, blowing, string trimming, edging, and litter/trash removal performed that same week.

3) All additional services will be scheduled prior to work and will be paid as work is completed following an inspection. The performance shall again be measured against the specifications of the bid contained herein. Contractors should not perform additional services unless contacted by the approved personnel.

4) Please note that you will be notified via email when an Unsatisfactory Site Inspection has been reported. Contractor must correct deficiency within seven (7) business days. If the deficiency persists after thirty (30) days, the Department reserves the right to reassign the zone and/or sites to another Contractor.

F. Payment

1) Additional or Decreased Compensation:

Additional or decreased compensation may be authorized at the discretion of the Department, subject to County budgetary conditions, for Deletion of Sites, Addition of Sites, or Additional Work performed by the Contractor.

2) Price Adjustment for the Deletion of Site(s):

The County reserves the right to temporary or permanently delete existing sites, and/or services at existing sites. Sites and/or services which are removed shall be evaluated by both the County and the contractor for the mutual determination of a fair unit cost, to be based upon similar site receiving similar service and/or similar services rendered at a similar site.

Should it be necessary for the Department to eliminate any sites, it is understood that the corresponding per service rate charged by the Contractor for maintenance services will also be deleted from subsequent invoices sent to the Department.

The Department shall initiate the above request/action in writing to the contractor, with a copy of the letter and any/all Invoices for Invoices for Public Buildings, Facilities Management, 4380 Memorial Drive, Decatur, GA 30032 Invoices for all park sites shall be sent to Paige Singer via email to pk singer@dekalbcountyga.gov

3) Price Adjustments for The Addition of Sites:

The County reserves the right to add new sites to the respective contract(s), and to add services to the existing sites. New sites and/or service to be added shall be evaluated by both the County and the contractor for the mutual determination of a fair unit cost, to be based upon similar site receiving similar service and/or similar services rendered at a similar site. Sites and/or services deleted and later re-added shall be re-added at the original contract unit cost, plus any index adjustment.

The department shall initiate the above request/action in writing to the contractor, with a copy of the letter and any/all subsequent written correspondence to the Purchasing and Contracting Director.

4) Method of Award

The Sites specified in this bid may be awarded on an individual basis and/or as one award to one vendor per Department. Thus, each price quoted in the bid form must be capable of standing alone and not be dependent on award of each site or an entire contract. The award will be based on the following: mowing, litter/trash removal, edging, string trimming, and blowing. Please refer to Section B. Description/Scope of Work.

5) Contractor Damages

Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the County. Failure to restore said damages within three (3) working days following notification shall result in the site and/or zone being reassigned to another Contractor and a deduction from the next invoice for the County's expenses incurred for labor, material or equipment to restore the property to its original condition.

6) Liquidated Damages

Should the Contractor fail to complete any portion of the work under contract on or before the date stipulated for that cutting cycle (or later date as may result from a County granted extension of time), the Contractor shall pay the County as liquidated damages, one-half the sum of the site or sites that were not maintained. The paid damages will be utilized to pay the costs associated with administration and re-inspection.

II. QUALIFICATION REQUIREMENTS

Parties deemed to be qualified to service this contract shall be judged on their past performance and present ability to provide all labor, materials, and equipment to successfully fulfill the provisions of this contract.

Company Qualifications

1. Company shall have been in continuous service and incorporated in the State of Georgia for a minimum of five (5) years with five (5) commercial references.
2. Company must have a State Certified Commercial Pesticide Applicator on staff or under contract as a consultant.
3. Company must be a drug and alcohol-free workplace.

Personnel Requirements, Management

1. Managers must have good communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the designated DeKalb County staff.
2. Managers shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.

Technical Services

1. To provide an adequate number of personnel specifically trained, experienced, and licensed in the following areas: commercial landscape maintenance.
2. Provide a Certified Commercial Pesticide Applicator through the State of Georgia, Department of Agriculture, Category 24.

III. CONTRACTOR'S RESPONSIBILITIES

Lead Crew Worker

The Contractor shall maintain a Lead Crew Worker at the sites at all times during the hours of schedule maintenance service, and such Lead Crew Worker shall be able to be communicated with by pager, two-way radio or cellular telephone.

The Lead Crew Worker shall have knowledge of horticulture, agronomy, or a related field, or be a Georgia Certified Landscape Professional with a minimum of two years field supervisory experience and be able to manage all facets of the landscape management for the Contractor. The Lead Crew Worker must have good communication skills and be capable of directing all regular maintenance and additional landscape services and coordinate these with the designated County staff. The Lead Crew Worker shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.

IV. DISASTER RESPONSE

The Contractor shall maintain, on a twenty-four (24) hour on-call basis, by pager, two way radio, or cellular telephone, a staff sufficient to address emergency contingencies (i.e. snow, hurricanes, tornados, floods, etc.) which may arise from time to time. The Contractor will respond with immediate action to emergencies that adversely affect DeKalb County, so that the situation is corrected at the earliest possible moment. The Contractor shall be compensated for use of personnel equipment based upon the indicated classifications in the bid tabulation.

V. UNIFORMS

The Contractor will provide, at Contractor's expense, color coordinated uniforms for all personnel. Such uniforms shall meet Owners' public image requirements and be maintained by Contractor so that all personnel are professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

VI. ADDITIONAL INFORMATIONAL REQUIREMENTS

- 1) In the event there is a discrepancy about the site inspection reports, the bidder must provide proof, i.e., pictures, reports, etc. to substantiate the claim for consideration within 24 hrs. of the inspection notification from the Department.

- 2) It is incumbent among bidders that have decide to return site(s) to notify the County immediately of their decision. The Bidders may incur a penalty for any fee incurred by the next assigned bidder; such as clean-up fee.
- 3) All sites are to be maintained according to the contract specifications and standards. If any site does not meet the standards as set forth in the bid documents at the completion of the contract terms, the last payment shall be placed on hold until each site is brought up to minimum standards within one (1) week of the contract completion.
- 4) Full payment is dependent upon full services rendered and all standards for landscape maintenance services being met. Inspections will be conducted prior to payment being released. The County may terminate the contract if full services are not provided.

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid

Print Name and Title of Authorized Signer

Business Entity Street Address

Authorized Signature

Business Entity City, State and Zip Code

Contact Person's Phone Number

Business Entity County

Contact Person's E-mail Address

- Bidder acknowledges addendum(s): No. 1 __, No. 2 __, No. 3 __ (If Applicable) _____ (Initial)
- Bidder acknowledges that this bid is valid for 90 days from and including _____ (Initial)
the bid opening date.
- Bidder acknowledges that bid meets or exceeds minimum specifications. _____ (Initial)
Any deviation from minimum specifications must be explained, in detail,
by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
 - No revisions _____ (Initial)
 - There are revisions and they are included with the bid submittal _____ (Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not be complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

SITE VISIT ACKNOWLEDGEMENT

I hereby acknowledge I have visited **ALL Sites** identified on the Schedule of Site Items for which I am providing a bid amount. I further state I have a full understanding of the performance requirements of this solicitation for the sites I have submitted a bid amount.

COMPANY NAME:

NAME & TITLE

(print): _____

SIGNATURE:

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

Bid Page No.	Title	Check This Box If Included With Bid
29	Bid Acknowledgement Form*	
30	Site Acknowledgement Form*	
31	Required Documents Checklist	
35-36	Contractor Reference and Release Form*	
37	Subcontractor Reference and Release Form, if applicable**	
39	Contractor Affidavit*	
40	Subcontractor Affidavit, if applicable**	
41-49	LSBE - Exhibits A and/or B of Attachment G*	
50	First Source Jobs Acknowledgement Form	
33-34	Price Schedule in a Separate Sealed Envelope*	

***If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.**

****These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, will result in the bidder being deemed non-responsive.**

I, the undersigned, acknowledge that I have included the requested documents as listed above.

Printed Name

Signature

ATTACHMENT B
PRICE SCHEDULE
(Consists of 2 pages)

*****PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

*****DO NOT INCLUDE PRICING OF ANY KIND IN THE BID OR ON THE FLASH DRIVE*****

		Summer Season March 1st thru October 31st			Winter Season November 1st thru February 28th		
Item No.	<u>RPCA Sites</u>	No. of Services	Cost Per Service	Extended Total Amount	No. of Services	Cost Per Service	Extended Total Amount
1	Callonwolde Performing Art Center 980 Briarcliff Road, Atlanta, GA	36			18		
2	Porter Sanford Performing Art Center and Amphitheater 3181 Rainbow Dr, Decatur, GA	36			18		
3	NH Scott Recreation Center, 2230 Tilson Road, Decatur, GA	36			18		
4	Tobie Grant – 593 and 644 Parkdale Drive, Scottdale, GA 30079	36			18		
5	Community Achievement Center and Flat Shoals Park, 4522 Flat Shoals Parkway, Decatur, Georgia –	36			18		
6	Luscious Sanders – 2484 Bruce Street, Lithonia, GA 30058	36			18		
7	Mason Mill Complex (Recreation Center, Senior Center, Library, Tennis and Dog Park) 1343 McConnell Dr, Decatur, Ga	36			18		
8	Bruce Street – 2566 Bruce Street, Lithonia, GA 30058	36			18		
9	Hamilton Rec Center and Clyde Aiken Field – 400 Glendale Road, and 3262 Chapel Street Scottdale, GA 30079	36			18		
10	East Central DeKalb Senior Center – 4885 Elam Road, Stone Mountain, GA 30083	36			18		
Total Cost					Total Cost		

*****PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

*****DO NOT INCLUDE PRICING OF ANY KIND IN THE BID OR ON THE FLASH DRIVE*****

		Summer Season March 1st thru October 31st			Winter Season November 1st thru February 28th		
Item No.	<u>Facilities Management Sites</u>	No. of Services	Cost Per Service	Extended Total Amount	No. of Services	Cost Per Service	Extended Total Amount
1	New Animal Control, 3280 Chamblee-Dunwoody Rd, Chamblee, Ga	36			18		
2	Magistrate Court Camp Road, 3631 Camp Circle, Decatur, Ga	36			18		
3	Gregory Adams Juvenile Justice, 4309 Memorial Drive, Decatur, Ga	36			18		
4	Lou Walker Senior Center, 2538 Panola Road, Lithonia, Ga	36			18		
5	New Scott Candler Library, 1917 Candler Road, Decatur, Ga	36			18		
Total Cost					Total Cost		

ATTACHMENT C

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least five (5) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
 (Authorized Signature of **PRIME** Bidder)

Company Name _____ Date _____

ATTACHMENT D

LSBE SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
 (Authorized Signature of **LSBE**)

Company Name _____ Date _____

ATTACHMENT E

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions:¹
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT F

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, 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

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT G

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of 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.]

BY: Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT H

**DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <https://www.dekalbcountyga.gov/purchasing> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME BIDDER/PROPOSER: _____

SOLICITATION NUMBER: **ITB 23-101615**

TITLE OF UNIT OF WORK: **Grounds Maintenance (Annual Contract with 2 Options to Renew)**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____ LSBE-DeKalb ____ LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D
DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County’s LSBE participation benchmark is required to submit documentation to support all “Yes” responses as proof of “good faith efforts.” Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company’s name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all “no” answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, DeKalbFirstLSBE@dekalbcountyga.gov.

EXHIBIT A, CONT'D

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are

true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

From: _____ **Y LSBE –DeKalb Y LSBE –MSA**
(Name of Subcontractor Firm) (Check all that apply)

ITB Number: 23-101615

Project Name: Grounds Maintenance

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor (LSBE)

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

DATE: _____ **FEDERAL TAX ID:** _____

COMPANY NAME: _____ **WEBSITE:** _____

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: _____ **TITLE:** _____

CONTACT E-MAIL ADDRESS: _____ **CONTACT PHONE:** _____

Are you a private employment agency or staffing agency? YES NO

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other _____

SALARY RATE (OR RANGE): _____ **SPECIFIC WORK SCHEDULE:** _____

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO **SELECT ALL THAT APPLY:**

CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY:

Please return form to: jbblack@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY	
SYSTEM	
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	ENTRY DATE: _____
ASSIGNED TO: _____	DATE: _____

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