



**DeKalb County
Department of Purchasing and Contracting**

May 17, 2021

REQUEST FOR PROPOSALS (RFP) NO. 21-500585

FOR

LANDSCAPE MAINTENANCE SERVICES FOR COUNTY PARKS

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

Mandatory DeKalb First LSBE May 19, 2021 and May 26, 2021

Meeting:

(Bidders must attend 1 meeting on either of the dates listed.)

4572 Memorial Drive, Decatur, Georgia 30032 Main Conference Room - A

(Meetings are held at 10:00 a.m. and 2:00 p.m.)

Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"

<https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-firstlsbe-program>

Pre-Proposal Conference:

1:00 P.M. ET, Thursday, June 3, 2021

Zoom: <https://dekalbcountyga.zoom.us/j/6108713341> or

Conference Line: 602-333-0032 | Access: 139615

Deadline for Submission of Questions:

5:00 P.M. ET, Tuesday, June 8, 2021

Deadline for Receipt of Proposals:

3:00 P.M. ET, Friday, June 18, 2021

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP 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 RESPONDER.

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

May 17, 2021

REQUEST FOR PROPOSAL (RFP) No. 21-500585

FOR

LANDSCAPE MAINTENANCE SERVICES FOR COUNTY PARKS

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in landscape maintenance services to submit proposals for completing landscape cleanup and maintenance at the County Park sites.

I. INTRODUCTION

- A) The scope of work will include the maintenance of identified Recreation, Parks and Cultural Affairs sites and their associated components. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform landscape maintenance services.
- B) The work includes but is not limited to ground maintenance such as: mowing, string trimming, mechanical edging, litter removal, tree, and shrub maintenance such as pruning, weed removal, and mulching.
- C) Performance consists of mowing areas which require the use of specialized equipment (tractor, blower, mower, edger, and/or weed eater), as well as, hand labor. The successful Responder(s) shall furnish all labor, equipment, fuel, supplies and any other items needed to perform all work necessary.
- D) Contractor shall furnish a complete list of the equipment in the proposal that is owned and maintained by contractor on the form herein (*Attachment H*). Equipment shall be fully operational and be designed to meet state safety regulations and operated by a competent, fully qualified operator.

This RFP provides aerial and base maps for each site. The overhead maps have a blue outline of each area to be maintained at each park location. The aerial and base maps are provided for reference only and are NOT to be used as a substitute for visiting each site in person. Submitted proposals should not be based solely on the information contained in the maps. All areas outlined within the

maps are to be maintained by a mower, weed eater or blower at each site visit. The ENTIRE site which is outlined on the maps must be maintained to completion during each site visit. Failure to complete all maintenance may result in deduction in payment. Be mindful that each site boundary typically includes up to the roadway, sidewalk, creek beds and fence lines. Do not stop short mowing up to these areas. The aerials and base maps can be found in via link: <https://sftp.dekalbcountyga.gov/f/4477bc729e946b2a>.

- F. The areas to be maintained at each site are described in this solicitation. All awardees are required to visit each location within their assigned zone with the inspector within three weeks of the execution of the contract date. Failure to meet with DeKalb County staff within three weeks of the award, may result in the awarded zone to be reassigned. During the site visits, the awardee must have their on-site supervisor to attend. Failure to do so may result in the zone being reassigned.
- G. It shall be the responsibility of the successful Responder(s) to verify the volume of mowing, weed eating, edging, blowing, landscape maintenance, playground maintenance, herbicide, litter removal, etc. is to be accomplished in accordance within the areas specified. The successful Responder(s) shall inspect the areas and become familiar with the site conditions; determine the amount of effort required; and equipment and personnel required prior to submitting a cost with the proposal.
- H. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder's technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 hard copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	F
First Source Jobs Ordinance (with Exhibits 1 – 4)	G
New Employee Tracking Form	
Financial Statements (3 years)	
License of State Certified Commercial Pesticide Applicator, Category 24, on staff, or under contract as a consultant.	
Equipment List	H
Site Visit Acknowledgement	I
Sample Inspection Report	J
Exceptions to the Standard County Contract, if any	K

- I. The services shall commence within thirty (30) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed in accordance to the contract term.
- J. It is the intent of the County to make one award per zone; however, the County reserves the right to make one (1) award or multiple awards per zone.

II. DESCRIPTION OF WORK

- A) The season for the landscaping work will take place the first week of March through the first week of November of each year. During these months, the ENTIRE site will be maintained according to the specifications listed within the RFP. Failure to perform all specifications as described and listed within the RFP may result in deduction of payment.
- B) Most park sites are maintained on a bi-weekly schedule on either a Monday, Tuesday, or Wednesday by 4:00pm. No maintenance will be performed on Thursdays through Sundays without prior approval. Each month, RPCA will distribute a calendar identifying which weeks the sites will be maintained. Any deviation from the calendar, must be communicated in writing to the department. The contractor may determine which day, either Monday, Tuesday or Wednesday within the scheduled week they are to maintain the site. Each site will be inspected on Thursdays and Fridays which were maintained. If the contractor determines to maintain sites on Mondays, they are responsible for all litter removal prior to mowing.
- C) The only exception to the above is Little Creek Horse Park. Little Creek Horse Park will be maintained a total of three times each month. The entire site takes two days to maintain. The entire site will be maintained on the Monday and Tuesday of the first week of each month and then Thursday and Friday of the second week of the same month. The site will not be maintained on the third week, and then will be maintained on the following Monday and Tuesday of the fourth week. Then the cycle starts over again the following month. The total amount of days each month at Little Creek is six days broken into three (3) separate week cycles.
- D) If for some reason the Contractor needs to schedule changes, they need to submit the change in writing for approval.
- E) The Contractor shall maintain coordination with Recreation, Parks & Cultural Affairs always. Either party may request and be granted a conference upon request within the same working week of the request. The contractor must provide a direct point of contact during the duration of the contract.

III. SCOPE OF WORK

- A) The specifications listed below must be priced individually for each site listed. If a price is not provided for each specification in the bid tabulation, the vendor may not be considered to maintain that site and for the entire zone. Unless a specification is hatched out, each specification listed below MUST be performed each visit at each location. Failure to perform any of the specifications may result in the vendor to be deducted for the cost of that line item.

1. Mowing

All areas shall be uniformly cut to a 3" height, unless otherwise directed by Recreation, Parks & Cultural Affairs. Contractor shall ensure a clean cut. If rain has delayed the mowing cycle, then bagging of grass clippings may 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 will always be kept sharp. Grass shall be cut evenly leaving no ragged edges or scalping.

To help prevent projectiles from being thrown into the street, mowers shall always have guards on their mowing decks. Any damage to vehicles will be the responsibility of the contractor.

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, then these areas need to be maintained by a weed eater. If these areas are left un-mowed, then a deduction will occur in payment.

2. String Trimming

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.

String trimming is required on areas that cannot be reached with a mower such as around light poles, bollards, fence lines, boulders, utility boxes, signs, slopes, etc.

NO HERBICIDE IS TO BE USED IN LIEU OF A WEED EATER.

3. Playground Weed Removal

All mulched playground areas are to be kept weed free by use of a weed eater or by hand removal.

NO HERBICIDE IS TO BE USED WITHIN THE PLAYGROUND AREA.

4. Mechanical Edging

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

NO HERBICIDE IS TO BE USED IN LIEU OF EDGING.

5. Litter Pickup and Trash Removal

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 Responder(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.

6. Blowing

All hard surfaces which include but are not limited to curbs, pavilions, basketball courts, tennis courts, trails, sidewalks, parking lots, playground surfaces and roadways will be blown off to remove trash and cuttings immediately after mowing, edging and trimming.

All grass clippings left on the surfaces such as tennis/basketball courts, 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 drains. All grass clippings must be blown back into the grass or raked, bagged and removed from the site.

7. Herbicide Application

Chemical treatment of weeds shall be completed ONLY in cracks in concrete (walkways, basketball courts, parking lots).

No herbicide is to be used near waterways, along fence lines or inside playgrounds.

8. Landscape Maintenance

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 pruning 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.

The contractor shall prune and 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.

9. Nature Trails

All nature trails, either mulched, slate chipped or other compacted material, shall be kept free of fallen limbs, trees, and other plant debris. The trails shall be maintained a minimum of 3' on either side of the trail edge by using a weed eater.

Poison ivy/oak, sumac, brambles, etc. are to be removed from all areas accessible to pedestrian traffic/use.

10. Paved Trails which includes PATH

All paved trails shall be maintained a minimum of 5' on either side of the trail edge by using a weed eater, loopers, pruners, or a mower. Poison ivy/oak, sumac, brambles, branches etc. are to be removed from all areas accessible to pedestrian traffic/use.

All overhanging branches must be pruned back to a minimum height of 7 feet and a distance of 5 feet from the edge of the PATH or paved trail.

All concrete or asphalt surfaces must be blown free of leaves, pine needles, and grass clippings.

If, during the maintenance of the trails, patrons are utilizing the trail, the contractor must stop their equipment, move off to the side of the trail to provide access for the patron to pass.

B) Mowing Equipment

- 1) The Contractor shall furnish, in their response, the type and quantity of equipment that is owned to perform the work satisfactory as described within the RFP. If, in the opinion of the evaluation committee, the Contractor owns insufficient equipment to perform the job satisfactorily to complete the work within the required time, the proposal will be evaluated accordingly.
- 2) The County reserves the right to inspect all equipment before it is placed in or while it is in service. If at any time, Recreation, Parks & Cultural Affairs 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 Recreation, Parks & Cultural Affairs 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.

- 3) Mowing equipment used by the Contractor must be in good repair and shall be maintained to produce a clean, sharp cut and uniform distribution of the cuttings. 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 always be in place and in proper working order. If Recreation, Parks & Cultural Affairs 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 Recreation, Parks & Cultural Affairs.

- 4) **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 Recreation, Parks & Cultural Affairs designated remedy. All such designated remedies will be at the Contractor's sole expense.
- 5) No storage or service of equipment shall take place on County property.

C) Contractor Damages

Any damages to the road, electrical outlets and wiring, 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 a deduction from the next invoice of the County's expenses incurred by the County for labor, material or equipment to restore the property to its original condition.

D) Performance & Inspection Standards

- 1) The County's inspector shall perform all inspections on Thursdays and Fridays of the same week the maintenance was performed. Performance shall be measured against the specifications of the bid contained herein. 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. Photos of deficiencies will be taken during the inspection. If any of the specifications are not performed as described within the RFP, these services may be deducted as priced per the price schedule for that item. If only a portion of the item has been completed, then a portion of payment may be deducted based on the percentage of the work which was not performed.
- 2) If the same deficiency is noted three times by the inspector, the county may remove the site permanently from the contractor.
 - 3) A sample of an inspection report is provided herein (Attachment J).

E) Payment

- 1) Additional or Decreased Compensation:
Additional or decreased compensation may be authorized at the discretion of Recreation, Parks & Cultural Affairs, 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.

Should it be necessary for Recreation, Parks & Cultural Affairs 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.

Recreation, Parks & Cultural Affairs 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.

- 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. A onetime clean up fee may be allowed when new sites are added into the maintenance schedule.

Recreation, Parks & Cultural Affairs 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) Development of and/or Improvement to Existing Sites

The County reserves the right to develop and/or improve existing sites specified herein. Additional services required shall be evaluated by both the County and the contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at a similar site.

F) Method of Award

The park site locations are divided into four different zones within the County, 1, 2, 3, and 4. One contractor may be awarded an entire zone to maintain.

It is the intent of the County to award a contractor one zone. A cost must be provided for ALL line items within a zone to be awarded a zone. Failure to price a line item will result in the vendor not being considered for that entire zone. No single park or line item will be awarded.

G) Fuel Surcharges & Ecological Fees

DeKalb County will not accept fuel surcharges or ecological fees from the bidder

H) QUALIFICATIONS

Parties deemed to be qualified to service this contract shall be evaluated on their experience and ability to provide all labor, materials, and equipment and in accordance to the criteria to successfully fulfill the provisions of this contract as outlined herein.

Company Qualification

1. Company shall have been in continuous service and incorporated in the State of Georgia for a minimum of three (3) years with five (5) COMMERCIAL references in landscaping. The acreage of the experience within commercial landscaping must be equivalent to the acreage required to maintain a zone within RPCA.
2. Company must have a State Certified Commercial Pesticide Applicator, Category 24, on staff, or under contract as a consultant. A copy of the license must be provided with this proposal.
3. Company must be a drug and alcohol-free workplace.
4. Company shall provide a direct point of contact which can be reached via email and cellular phones. This is the same individual which must be present during the on-site visits once the award is approved.

Personnel Requirements, Management

1. Managers must have excellent 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.
3. Each company must have adequate staff to maintain their zone. A copy of their organizational chart must be provided with names of the direct point of contact for the zone and crew members. The company must employ a minimum of 5 crew members plus the direct point of contact to maintain a zone. If one of the crew members within the organizational chart listed leaves their place of employment, the contractor must notify RPCA within 10 days. Failure to do so, may result in the zone being reassigned. The bidder also must notify RPCA when the position is replaced, and replacement must occur within 60 days.

The bidder may use a combination of their own staff and subcontractor/LSBE in order to fulfill the staffing requirements in which they act as the prime on the contract. However, a bidder may not then also use the same staff in order to fulfill the staffing requirements for another zone in which they are a subcontractor/LSBE.

Technical Services

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

Equipment

Company shall have sufficient equipment to perform the services that are described within this RFP. Equipment must include riding large deck mowers. The vendor must supply, at the time of the bid, the serial number, quantity, and manufacturer of the equipment in their fleet.

I) 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 always professional in appearance. Non-uniform clothing will not be permitted, including for new employees.

If the contractor sub-contracts any portion of the work, the sub-contractor must also wear a uniform.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 21-500585 for Landscape Maintenance Services for County Parks on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. 21-500585 for Landscape Maintenance Services for County Parks on the outside of each envelope or box.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. Technical Approach:
 - a. Responders are required to describe the operational methods that will achieve the required outcome of the project as specified herein if awarded a zone for maintenance.
 - b. Include a description of how work is assigned to the project team if awarded a zone and
 - c. Describe the methodology to recruit, hire and retain qualified individuals as part of the project team.

4. Project Management:
 - a. Describe how the project team will be organized, managed, and supervised.
 - b. Include the anticipated use of subcontractors or vendors
 - c. Describe the hours of operation and;
 - d. Describe communication between project team and with DeKalb County.
5. Personnel:
 - a. Identify the individuals who will be part of the project team within an organizational chart.
 - b. Include any outside personnel, such as subcontractors; and
 - c. Provide resumes for everyone listed within the organizational chart which includes but is not limited to number of years of relevant experience, applicable education, licenses and certifications, and other relevant information.
6. Organizational Qualifications:
 - a. How many years has Responder operated under current company name?
 - b. How much of the work will be the responsibility of the subcontractor?
 - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
7. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
8. References:
 - a. Responder shall provide five (5) commercial references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C. If applicable, bidder may utilize DeKalb County as a reference once for the Prime and once for the Subcontractor.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
9. Provide the following information: Are you a DeKalb County Firm? Yes/No

C. DeKalb First Ordinance

1. 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/>.

2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response 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>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program, which is a part of Attachment H, *Sample County Contract*. For a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment F, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Cost (10 points)
- B. Technical Approach/Services (15 points)
- C. Project Management (15points)
- D. Personnel (15 points)
- E. Organizational Qualifications (10 points)
- F. Financial Responsibility (10 points)
- G. References (10 points)
- H. Equipment (5 points)
- I. Local Small Business Enterprise Participation (up to10 points)
- J. Optional Interview (10 points) - bonus

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment H), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders 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 by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and five (5) compact discs or flash drives with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on June 18, 2021.

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 21-500585 for Landscape Maintenance Services for County Parks on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder 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 response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders 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. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Pre-Proposal Conference and Site Visit (Non-Mandatory)

A pre-proposal conference will be held via **ZOOM at 1:00 p.m. on June 3, 2021, <https://dekalbcountyga.zoom.us/j/6108713341>**. Interested responders are **encouraged** to attend and participate in the pre-proposal conference and individual site visits. For information regarding the pre-proposal conference and site visit, please contact **Delois Robinson at (404) 427-1319 or drobinson@dekalbcountyga.gov**.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to **Delois Robinson**, via email to **drobinson@dekalbcountyga.gov**, no later than close of business on **Tuesday, June 8, 2021**. The email must include the solicitation number and name in the subject line. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call **Delois Robinson** at **404.427.1319** or send an email to **drobinson@dekalbcountyga.gov** to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. 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 person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

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.

K. Business License

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

L. 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.

M. 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 those 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 location 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.

N. Cooperative Agreement

The County through the Department of Purchasing and 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.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

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

Sincerely,

Delois Robinson, MBA, CPPO
Procurement Manager
Department of Purchasing and Contracting

ATTACHMENT A: COST PROPOSAL FORM
ATTACHMENT B: PROPOSAL COVER SHEET
ATTACHMENT C: CONTRACTOR REFERENCE AND RELEASE FORM
ATTACHMENT D: SUBCONTRACTOR REFERENCE AND RELEASE FORM
ATTACHMENT E: DEKALB FIRST LSBE INFORMATION
ATTACHMENT F: RESPONDER AFFIDAVIT
ATTACHMENT G: FIRST SOURCE JOBS ORDINANCE INFORMATION
ATTACHMENT H: EQUIPMENT LIST
ATTACHMENT I: SITE ACKNOWLEDGEMENT
ATTACHMENT J: SAMPLE INSPECTION REPORT
ATTACHMENT K: STANDARD COUNTY CONTRACT
ATTACHMENT L: AERIALS AND BASE MAPS

ATTACHMENT A
COST PROPOSAL FORM

ATTACHMENT A

COST PROPOSAL FORM

(consisting of 6 pages)

Landscape Maintenance Services for County Parks

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 21-500585, Landscape Maintenance Services for County Parks" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

PRICE SCHEDULE

Site ID No.	Site Name/Description Address/Location	Frequency (per month)	No. of Services (a)	Cost per Service (b)	Extended Total Cost (No. of Services x Cost per Service) (a x b)
1	Deepdene, 1999 N. Ponce Ave., Atlanta, GA 30307	2	16		\$
2	Dellwood, 1775 N. Ponce de Leon Ave. Atlanta, GA 30037	2	16		\$
3	Langsdale Park, 2198 Keheley Dr., Decatur, GA 30032	2	16		\$
4	Cedar, 3165 Cedar Street , Scottdale, GA 30079	2	16		\$
5	Little Creek Horse Farm, 2057 Lawrenceville Hwy, Decatur, GA	3	24		\$
6	Washington, 2830 Arborcrest Dr., Scottdale, GA 30079	2	16		\$
7	Barker Bryant, 2300 McAfee Rd., Decatur, GA 30032	2	16		\$
7a	Barker Bryant, Community Garden, 2309 Hillsdale Avenue, GA	2	16		\$
7b	Barker Bryant, 2020 Keheley Drive, Decatur, GA	2	16		\$
8	Delano-Line, 3149, 1570 Delano Drive, 1585 Line Street and 3105 Memorial Drive and 2536 Dusty Lane, Decatur, GA	2	16		\$
9	Executive Square, 3430 Kensington Road, Decatur, GA 30032	2	16		\$
10	Shoal Creek Park II, 3643 Glenwood Road, Decatur, GA 30032	2	16		\$
11	Shoal Creek Park III, 3075 McAfee Road, Decatur, GA 30032	2	16		\$
12	Lou Walker Park, 3569 Larkspur Terrace, Decatur, GA 30032	2	16		\$
13	McAfee-Starmount, 2100 McAfee Rd., Decatur, GA 30032	2	16		\$
14	DeKalb Memorial, 353 Wilkinson Dr., SE Atlanta, GA 30317	2	16		\$
15	Belvedere Park, 1225 Columbia Dr, Decatur, GA 30032	2	16		\$
16	Medlock, 874 Gaylemont Cir., Decatur, GA 30033 (inclusive of FEMA properties)	2	16		\$

CENTRAL DEKALB - ZONE 1

TOTAL

\$

Note: The following designated sites do not require some services and should not be included in the pricing:

Site Nos.: 1,2,3,5,7,7a,7b,9,10,13 and 15 do not require Playground Weed Removal.

Site Nos.: 2,3,4,6,7a,7b,9,10,11,12,13 and 15 do not require Nature Trails.

Site Nos.: 3,5,7a,7b,9,13 and 15 do not require Paved Trails/PATH.

TOTAL BID: Central DeKalb - Zone 1

PRICE SCHEDULE (NORTH DEKALB - ZONE 2)					
Site ID No.	Site Name/Description Address/Location	Frequency (per month)	No. of Services (a)	Cost per Service (b)	Extended Total Cost (No. of Services x Cost per Service) (a x b)
18	Kittredge, 1520 Kittredge Park Road, Atlanta, GA 30329	2	16		\$
19	Mary Scott, 4150 Briarcliff Rd., Atlanta, Georgia, 30345	2	16		\$
20	Emory Grove, 1887 Edinburgh Terrace, Atlanta, GA 30307	2	16		\$
21	Princeton Park, 505 Princeton Way, Atlanta, GA 30307	2	16		\$
22	Rutledge, 1812 Ridgewood Dr., Atlanta, GA 30307	2	16		\$
23	Dearborn, 1301 Deerwood Dr., Decatur, GA 30030	2	16		\$
24	Pendergrast, 1996 Chrysler Drive, Atlanta, GA 30345	2	16		\$
25	WD Thomson, 1760 Mason Mill Rd., Atlanta, GA 30329	2	16		\$
26	Zonolite, 1147 Zonolite PL., Atlanta, GA 30307	2	16		\$
27	Barkside Court FEMA Properties (Inclusive of: 3213 Barkside Court, 3197 Barkside Court, 3230 Barkside Court, 3189 Barkside Court, and 3205 Barkside Court, Chamblee, GA 30341)	2	16		\$
28	Windsor Forest FEMA (Inclusive of: 3208 Windsor Forest Road and 3218 Windsor Forest Road, Chamblee, GA 30341)	2	16		\$
29	Ira B. Melton Park, 2097 Desmond Drive, Decatur, GA 30033	2	16		\$
30	Margaret Harris, 1634 Knob Hill Drive (rear) Atlanta GA 30329	2	16		\$
31	Rehoboth Park, 2652 Lawrenceville HWY (Tolbert Drive Rear) Decatur, GA 30033	2	16		\$
32	Needham, 3600 E. Ponce De Leon Ave., Scottdale, GA 30079	2	16		\$
33	Frazier-Rowe Park, 000 Wild Creek Trail, Atlanta, GA 30324	2	16		\$
35	Springbrook Park, 1502 & 1512 Springbrook Drive, Decatur, GA 30033	2	16		\$
36	Briarlake Forest, 3330 Briarlake Road, Decatur, GA 30030	2	16		\$
37	Fisher Trail, 2230 Fisher Trail, Atlanta, GA 30345	2	16		\$
38	1634 Briarcliff Road, Atlanta, GA 30306	2	16		\$
<u>NORTH DEKALB - ZONE 2</u>					TOTAL \$
Note: The following designated sites do not require some services and should not be included in the pricing: Site No. 22 does not require Mowing. Site Nos.: 24,26-30,32,36, 37 and 38 do not require Playground Weed Removal. Site Nos.: 20,21,27,28, 32 and 38 do not require Nature Trails. Site Nos.: 18,19,24-32, and 35-38 do not require Paved Trails/PATH.					

TOTAL BID: North DeKalb - Zone 2

PRICE SCHEDULE

(South - Zone 3)

Site ID No.	Site Name/Description Address/Location	Frequency (per month)	No. of Services (a)	Cost per Service (b)	Extended Total Cost (No. of Services x Cost per Service) (a x b)
39	Bouldercrest, 4184 Bouldercrest Park Rd., Ellenwood, GA GA	2	16		\$
40	Chapel Hill Park, 3984 Lehigh Blvd., Decatur, GA 30032	2	16		\$
41	Constitution Lakes, 1305 South River Industrial Blvd., Ellenwood, GA	2	16		\$
42	County-Line, 4059 Old River Rd., Ellenwood, GA 30294	2	16		\$
43	Fork Creek Mountain, 2893 River Rd., Ellenwood, GA 30294	2	16		\$
44	Intrenchment Creek, 2109 Bouldercrest Rd., Decatur, GA	2	16		\$
45	Michelle Obama Trail	2	16		\$
46	South River Trail to bridge at Gresham, 2109 Bouldercrest Rd., Decatur, GA	2	16		\$
47	Summergate, 3700 Columbia Parkway, Decatur, GA 30034	2	16		\$
48	Longdale, 1830 Longdale Dr., Atlanta, GA 30032	2	16		\$
49	Glen Emerald Park, 1479 Bouldercrest Rd., Atlanta, GA 30316	2	16		\$
50	Glen Emerald Rock Garden, 1446 Foxhall Lane, Atlanta, GA	2	16		\$
51	Hummingbird Park, 1800 Hummingbird Ln., Atlanta, GA	2	16		\$
52	Heaton Park, 230 Heaton Park Dr., Atlanta, GA 30307	2	16		\$

SOUTH DEKALB - ZONE 3

TOTAL

\$

Note: The following designated sites do not require some services and should not be included in the pricing:

Site Nos.: 50 and 52 do not require Mowing.

Site Nos.: 41, 42, 44-47 and 50-52 do not require Playground Weed Removal.

Site Nos.: 39, 42, 44 and 45 do not require Nature Trails.

Site Nos.: 42, 50, 51 and 52 do not require Paved Trails/PATH.

TOTAL BID: South DeKalb - Zone 3

(State in words on the line above)

PRICE SCHEDULE
(EAST DEKALB - ZONE 4)

Site ID No.	Site Name/Description Address/Location	Frequency (per month)	No. of Services (a)	Cost per Service (b)	Extended Total Cost (No. of Services x Cost per Service) (a x b)
53	Emmie Smith, 6329 Shadow Rock Dr., Redan, GA 30058	2	16		\$
54	Hairston, 911 S. Hairston Rd., Stone Mountain 30088	2	16		\$
55	Hairston-Brasac, 4812 Brasac Drive (rear of park), Stone Mountain, GA 30088	2	16		\$
56	Hairston - Elam, 4885 Elam Road, Stone Mountain, GA 30083	2	16		\$
57	Hairston-Hardwood, 878 and 886 Hardwood Court Stone Mountain 30088	2	16		\$
58	Biffle, 5221 Biffle Rd., Redan, GA 30074	2	16		\$
59	Hidden Acres, 1032 Stephenson Rd., Stone Mountain, GA 30087	2	16		\$
60	Hidden Acres-Heath, 669 South Deshon Road, Stone Mountain, GA 30087	2	16		\$
61	Redan-Garcia, 5338 Redan Rd., Stone Mountain, GA 30088	2	16		\$
62	Lithonia Park, 2501 Park Drive, Lithonia, GA	2	16		\$
63	Stoneview, 800 Holly Hedge., Clarkston 30021	2	16		\$
64	Stoneview, 852 Dunleith Ct., Clarkston, GA 30021	2	16		\$
65	Oak Creek Villiage Square, 606 Hawkeye Drive, Stone Mountain, GA 30083	2	16		\$
66	Brookside, 3661 North Decatur Rd., Decatur, GA 30032	2	16		\$
67	Pleasantdale, 3650 Pleasantdale Rd., Doraville GA 30340	2	16		\$
68	Peaceland, 1170 Kelton Dr., Stone Mountain, GA 30083	2	16		\$
69	Fowler, 000 Wilkins Rd., Decatur 30035	2	16		\$
70	Wesley Chapel, 4180 Emerald Lake Dr., Decatur 30035	2	16		\$
71	Rowland Road Property, 1227 Rowland Road, Stone Mountain, GA	2	16		\$
72	Arabia Mountain Nature Preserve and PATH (maps include a blow-up of nature center), 3787 Klondike Road, Lithonia, Georgia 30038	2	16		\$
73	Oak Grove Junction, 4434 Klondike Rd., Lithonia, GA	2	16		\$

74	Pole Bridge Trail Head and PATH, 4460 Panola Rd., Lithonia, GA	2	16		\$
75	Evans Mill Trail Head and PATH, 5980 Brownsmill Rd., Lithonia, GA	2	16		\$
76	Aware Property & House, 4158 Klondike Rd., Lithonia, GA	2	16		\$
77	MLK PATH located behind MLK High School	2	16		\$
78	Lithonia PATH located along old RR ROW	2	16		\$
79	1185 Rock Chapel Road, Lithonia, GA 30058	2	16		\$
<u>EAST DEKALB - ZONE 4</u>					TOTAL
					\$
<p>Note: The following designated sites do not require some services and should not be included in the pricing: Site Nos.: 55-57,59-62,64 and 68-80 do not require Playground Weed Removal. Site Nos.: 55-57,60,63-71 and 73-79 do not require Nature Trails. Site Nos.: 53,55-57,59-64,67-69, and 71 do not require Paved Trails/PATH.</p>					

TOTAL BID: East DeKalb - Zone 4

(State in words on the line above)

ATTACHMENT B

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 21-500585, Landscape Maintenance Services for County Parks described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on June 18, 2021 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

List below at least five (5) COMMERCIAL references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your (Proposer's) experience and ability to perform the type of service listed in the solicitation. DeKalb County Government is one entity and may only be used as one of the five (5) commercial references.

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			

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			

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			

ATTACHMENT C - (con't)
CONTRACTOR REFERENCE AND RELEASE FORM

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			

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			

REFERENCE CHECK RELEASE STATEMENT

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

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

Company Name _____ Date _____

ATTACHMENT D
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 subcontractor's and/or LSBE's experience and ability to perform the type of service 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			

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			

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			

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of **Sub Contractor**)

Company Name _____ Date _____

**ATTACHMENT E
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 <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> 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: **RFP No. 21-500585**

TITLE OF UNIT OF WORK – **Landscape Maintenance Services for County Parks**

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	

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 at 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: 21-500585

Project Name: Landscape Maintenance Services for County Parks

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

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

ATTACHMENT F

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to 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 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].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

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
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 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring: _____

Type of Position(s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@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: ☐ First Source ☐ Direct Hire ☐ Work Experience (WEX) ENTRY DATE: _____

ASSIGNED TO: _____ DATE: _____

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 4

**EMPLOYMENT ROSTER
DeKalb County**

Contract Number: _____

Project Name: _____

Contractor: _____

Date: _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

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.

ATTACHMENT H

[illegible]

ATTACHMENT I

SITE VISIT ACKNOWLEDGEMENT

I hereby acknowledge I have visited ALL sites and/or thoroughly reviewed the Aerials and Base Maps identified on the Price Schedule of Bid 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: _____

RPCA Contract Park Inspection Form

Park Name: _____
Contractor: _____
Date Inspected: _____

SITE CATEGORIES

1. Mowing

- ☐ Uniformly cut from most recent cut. All clippings bagged, if necessary.
- ☐ No ruts from mower wheels
- ☐ No leaves on the ground

2. String Trimming

- ☐ Areas that cannot be reached with a mower shall be trimmed with a string trimmer to the same height of the mowed area around it.
- ☐ No herbicide shall be used.

3. Playground Weed Removal

- ☐ All playground areas are weed free.
- ☐ No herbicide shall be used.

4. Edging

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

5. Litter/Trash Removal

- ☐ All trash shall be picked up prior to mowing
- ☐ No litter accumulated in the curbing at roadside and parking lots
- ☐ All limbs less than 3" in diameter are removed.

6. Blowing

- ☐ All hard surfaces, such as curbs, sidewalks, parking lots and

6. Blowing, cont.

- ☐ All clippings shall be removed and bagged from tennis/basketball courts, sidewalks, shelters, and or streets
- ☐ All grass clippings are blown back into the grass or raked and removed from the site.
- ☐ Roadways will be blown off to remove all trash and cuttings after mowing weed eating and trimming.

7. Herbicide Use

- ☐ Cracks in concrete, walkways, basketball courts, parking lots, etc are weed free

8. Landscape Maintenance

- ☐ Trees pruned to 7' above all walkways, pavilions, parking areas or areas that receive pedestrian traffic.
- ☐ All dead, broken and/or crossing branches less than 4" in caliper shall be removed.
- ☐ All tree trimmings shall be disposed of.
- ☐ Kudzu, poison ivy, wisteria and other vines are removed from trees and shrubs

9. Nature Trails

- ☐ All trails and naturalized areas will be maintained with a clearance of 3' on either side.
- ☐ All trails are free from fallen limbs, trees or other debris
- ☐ Poison ivy, sumac, ivy, etc. are to be removed from trails

10. Paved/PATH Trails

- ☐ All paved trails will be maintained with a clearance of 5' from the edge of the asphalt or concrete of the trail
- ☐ All surfaces are to be debris free of leaved, pine needles and grass clippings
- ☐ All over hanging branches or shrubs must be pruned back

ATTACHMENT K

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of ____, 20__, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _____ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: "USER DEPARTMENT"
- _____
- _____

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalbbsbe.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.dekalbbsbe.info

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all _____ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXXXX for _____, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. **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.

B. **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.

C. **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. However, 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.

D. 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 those 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 location 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.

E. 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.

F. 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.

G. 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. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, 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 Contractor 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.

H. 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 Indemnitees," 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 Indemnitees, 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 Indemnites 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 Indemnites 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 Indemnites, 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.

I. **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 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.

J. **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.

K. **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.

L. **Contractor and Subcontractor Evidence of Compliance; 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. Contractor certifies that it 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 to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. 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. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. 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. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **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.

N. **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.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **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, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution 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. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. **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.

U. **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 County's Chief Executive Officer and the Executive Assistant 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 County's Executive Assistant 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 Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

Acting Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to:

Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

V. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

_____ **by Dir.** (SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT L

AERIAL AND BASEMAPS

**ALL DRAWINGS FOR AERIAL AND BASEMAPS CAN BE FOUND AT THIS LINK
LOCATION:**

<https://sftp.dekalbcountyga.gov/f/4477bc729e946b2a>