



**INVITATION TO BID
(CONTRACTED SERVICES)
(ITB)**

ITB-0013-25

**PARKS, SPORTS FIELDS AND TRAILS
LANDSCAPE AND MAINTENANCE SERVICES**

SOLICITATION ISSUE DATE: Friday, September 5, 2025

**BID'S DUE DATE and OPENING DATE:
Tuesday, October 7, 2025, by 3:00 P.M.**

BIDNET WILL NOT ACCEPT LATE SUBMITTALS

**“Electronic” Submittals Must be uploaded to “Bidnet”
<https://Bidnetdirect.com/georgia/cityofstonecrest>**

(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)

**ISSUED BY:
City of Stonecrest
Procurement Department
3120 Stonecrest Boulevard
Stonecrest, Ga. 30038**

TABLE OF CONTENT

<u>TITLE</u>	<u>PAGE NO.</u>
GENERAL INFORMATION	2
PROCUREMENT SCHEDULED AND EVENTS	3
SCOPE OF WORK	4
GENERAL TERMS AND CONDITIONS	18

ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT “A” – BIDDER’S REQUIRED FORMS:

1. BID CHECKLIST
2. BIDDER’S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY
PUBLIC BENEFIT APPLICATION
8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
ACT AFFIDAVIT “E-VERIFY”
10. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
11. INDEMNIFICATION CLAUSE
12. NON-COLLUSION STATEMENT
13. VENDOR CERTIFICATION REGARDING SCRUTINIZED
COMPANIES LIST
14. REFERENCES

Attachment B – Bid Cost Proposal Form (Bid Sheet)

Attachment C – Aerial Images and Location Maps

Attachment D – Sample Contract

Attachment E – Purchasing Policy

GENERAL INFORMATION

The following information and instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses and are standard for Invitations to Bid (ITB) Solicitations as issued by the City of Stonecrest Procurement Department. These directions and instructions have equal force and weight with the scope of services, specifications and strict compliance which is required with all of these provisions. The City may delete, modify supersede any of these standard instructions for a particular contract to Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services and requirements herein prior to submitting a bid.

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement staff identified in the solicitation.

City of Stonecrest
Procurement Department
ATTN: Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

All questions and requests for clarification concerning this solicitation and procurement process MUST be submitted in writing via Bidnet under "Message – Opportunity Q&A" at: (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Please follow the instructions provided on Bidnet. The deadline to submit non-administrative questions is **Monday, September 22, 2025 by 5:00 P.M.** Answers to questions received will be responded to via an Addendum posted on Bidnet. Questions received after the date referenced above will not be accepted.

- No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City such as delinquent in payment of property or other taxes with Stonecrest, delinquent in payment of a loan(s) with the City, has had property acquired through foreclosure or a judgment within the past ten (10) years, has outstanding judgements or debts owed to the City, has been convicted of a felony that affects property or neighborhood or neighborhood stability, health, safety or welfare or who is deemed irresponsible or unreliable by the City Council.
- No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.
- **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on **Attachment "B" - Bid Cost Proposal (Bid Sheet)** attests to this.
- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Contractor as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Contractor. No bid response will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.
- **BID ACCEPTANCE:** Bidder warrants, by virtue of bidding, that their bid and the prices quoted will be firm for acceptance by the City for a period of One Hundred and Twenty **(120)** days from the date of bid opening unless otherwise stated in the solicitation. The City shall award contract within this time period or shall request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.
- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage or documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Contractor from consideration in connection with this solicitation.

PROCUREMENT SCHEDULE AND EVENTS

1. **PRE-BID MEETING:**

There will be not be a Pre-Bid Meeting.

It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

2. **TRANSACTION FEES:**

The City of Stonecrest uses Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) to distribute solicitations. There is no charge to Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Contractor.

3. **ELECTRONIC BID SUBMISSION DEADLINE:**

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Tuesday, October 7, 2025 by 3:00PM.** PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.

4. **ELECTRONIC BID OPENING:**

All Invitations to Bid solicited by the City of Stonecrest will be opened electronically via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) at the date and time indicated in the solicitation. This meeting will be conducted virtually via “Microsoft Teams Meeting” Platform and in-person at City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038, Lithonia Conference Room. Bidders may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access.

Get the app now and be ready when your first meeting starts <https://www.microsoft.com/en-us/microsoft-teams/downloadapp>:-

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 233 399 311 031 9

Passcode: 85Qi7Qz6

Information on bid results and solicitations currently out to bid can be obtained on the City website: <https://www.stonecrestga.gov/199/Procurement>

SCOPE OF SERVICES

1. PURPOSE:

The City of Stonecrest is seeking bids from qualified and experienced bidders, (hereinafter referred to as “Contractor”) to provide landscape and maintenance services at our City Parks, Sports fields, and Trails. Services shall be performed in accordance with the terms, conditions, and scope of services contained in this Invitation to Bid (ITB).

The Contractor shall furnish all labor, materials, equipment, personnel, tools, transportation, supervision, machinery, fuel and other incidentals necessary to perform the services requested herein and typical of these types of projects.

Prices offered on the Attachment “B” - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation. Failure on the part of the Contractor to completely and properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation.

2. BACKGROUND:

A Vibrant Mosaic in the Heart of Georgia nestled in the southeastern corner of DeKalb County, Georgia, lies the young city of Stonecrest. Incorporated in 2017, Stonecrest boasts a vibrant tapestry woven from its diverse community, burgeoning development, and natural beauty. The population as of July 2023 is 60,677, an increase from the April 2020 census of 59,194. The City provides municipal Parks and Recreation services.

3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:

The Director of Parks and Recreations is Kelly Ledbetter, he can be reached at kledbetter@stonecrestga.gov or (470) 442-3263. The designated Contract Administrator for this project is Reginald Powell, Facilities Operations Manager he can be reached at rpowell@stonecrestga.gov or (470) 464-3460.

4. GOVERNING REGULATIONS:

The Contractor shall provide services in compliance with all state, federal, city, and county regulations and guidelines.

5. PARK AND FACILITY LOCATIONS (See Attachment “C” – Park’s Maps):

The Contractor shall provide landscaping and maintenance services at City parks, sports fields and trails. The approximate acreage of each park and facility has been provided below. The Contractor is responsible for measuring each field to determine appropriate prices for of the services requested herein.

Facilities	Address	Approximate Acreage	Landscaping	Sport Turf (Approximately)
Browns Mill Park Complex	5099 Browns Mill Road	10.78	3.93	6.85
Southeast Athletic Complex	5845 Hillvale Road	36.51	11.05	25.46
Salem Park	5290 Salem Road	3.34	3.34	
Gregory Moseley Park	5600 Miller Grove Road	1 acre	1.0	1.0
Fairington Park	2831 Fairington Parkway	5.26	1.90	3.36
“Botanical Garden” at Fairington Park	Intersection Fairington Club Drive and Fairington Pkwy	1.5	Entrance only	
Everett Park	5106 Klondike Road	84.6 acres		

Panola Shoals	4432 Panola Road (Snapfinger)	Trailhead	10.5	
Miller Grove Park (Coming Soon)	2458 Panola Road	10.05 acres		

6. PESTICIDE/FERTILIZER/WEED/PEST CONTROL:

Pesticides applications shall be in compliance with state and federal regulations and guidelines including but not limited to; the Georgia Pesticide Use and Application Act of 1976 and the Georgia Pest Contract Act, as amended.

- 6.1 The Contractor shall ensure any and all pesticides are applied in accordance with its label instructions, which are federally approved by the Environmental Protection Agency (EPA) (www.epa.gov/pesticides).
- 6.2 The Contractor shall provide the Material Safety Data Sheets (MSDS) for all pesticide products to be used and received.
- 6.3 The Contractor shall receive prior written approval before application of pesticides.
- 6.4 The Contractor shall not use "Restricted" pesticides. Use of restricted pesticides.
- 6.5 The Contractor shall ensure pesticides are applied by employees that have current licenses and certification required to apply pesticides.
- 6.6 The Contractor shall maintain accurate records of all pesticide applications, including general-use and restricted-use products.
- 6.7 The Contractor shall maintain records of retention of any and all pesticide used during the term of this contract for an additional period of two (2) years from date contract ends.
- 6.8 The Contractor shall ensure all fertilizer and weed control chemicals are applied in accordance with the manufacturer instructions and are EPA approved products.
- 6.9 The Contractor shall practice care in protecting water quality in areas where pesticides, fertilizers and weed control chemicals are being used.

7. SERVICES TO BE PERFORMED:

The Contractor shall provide the pruning, edging, tree trimming, maintenance of shrubs, hedges, and plants, fertilizing, weed control, irrigation installation, maintenance and repair services, provide pest identification and pest control services, sports turf/baseball fields landscaping and maintenance services including field lining/preparation, mulching, and debris pick-up.

- 7.1 Curbs, Sidewalks, etc.: are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulation of sand, gravel, leaves, etc. are to be removed with shovel and brooms if blowers provide unsatisfactory results.
- 7.2 Inspections:
The Contractor shall inspect the parks and fields for poison Ivey on a monthly basis and treat as necessary.
- 7.3 Edging:
During each occurrence;
 - 7.3.1 Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed the same height as adjacent turf is mowed and remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, tress, walls, cement medians. Particular

attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

7.3.2 No "fish line" weed eaters are permitted to be used around trees or plant beds so as to prevent damage to the plant materials. In such instances, The Contractor shall remove weeds by hand and/or chemical application (Roundup or equal).

7.3.3 Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following mowing. Turf edging at shrub beds, flower beds, ground cover beds, hedges or around trees where "edging" rather than "trimming" is direct shall be edged with a manual or mechanical edger to a neat vertical uniform line, every mowing cycle.

7.3.4 Dirt and debris produced by edging or trimming will be removed or swept from adjacent hard surface. Grass clippings and dirt must **NOT** be allowed to collect in curb areas.

7.3.5 Turfs will be edged by approximately eighteen (18) inches around all trees that are in lawn areas if directed by Contract Administrator / Designee. Turfs will be edged approximately ten (10) inches out from the drip line of shrubs and hedges (as applicable).

7.3.6 Chemical edging:

Chemical application (Roundup) may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, tress, fence lines, sprinkler head, and cement medians. Prior to application of chemicals for this purpose all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches.

7.4.7 The Contractor is responsible for replacement of all damaged sod/landscape materials at his/her cost. If not replaced within one week of notification, the City may replace the materials and deduct the cost from the Contractor's pay request.

7.4 Weeding:

Weeds are to be mowed, trimmed or edged from turf areas during each occurrence. Weeds are to be manually removed or chemically removed from shrubs, hedges, and ground cover of lower beds weekly. Weeds are to be removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement noses of concrete medians during each occasion.

7.5 Pruning (Trees, Hedges, and Shrubs):

The Contractor shall performed pruning services regularly.

7.5.1 Shrub and Hedge Care:

Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by Contract Administrator/Designee.

7.5.2 Hedge Trimming will be done once a month. Remove all cuttings and clippings from pruning and trimming operations on the same day as operation occurs.

7.5.3 Shade Trees shall be pruned and trimmed in accordance with the National Arborist Association for pruning of Shade Trees to keep the trees healthy and to maintain the natural character of the individual species.

7.5.4 At least (2) two months before rainy season begins the trees shall be trimmed back, tree branches shall not block common areas, and tree branches shall be cut back away from powerlines (as applicable).

Pruning may also include the following items:

- To remove sucker growth and to maintain clear visibility.
- Dead, dying or unsightly parts of the tree.
- Branches, dead wood and cuttings shall be removed from job sites of pruning and disposed in an acceptable manner.
- Sprouts growing at or near the base of the tree trunk.
- Branches that grow towards the center of the tree.
- Crossed branches that may rub together.
- Multiple leaders of a tree that normally have only one stem.
- Branches that have strong potential for damage by storms (preventative).
- Branches that have been damaged by storms (post storm event).
- Nuisance growth that interferes with view, walks, lighting or signage.
- Nuisance growth indicates potential conflict with people.
- No climbing spikes will be permitted. Pruning paint is prohibited. Sharp and proper pruning tools will remove portions of trees, including any sucker growth.
- No chemical treatment for sucker growth will be permitted.
- All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expense.
- Do not use hedge shears for pruning.
- Machetes will not be permitted for any operations.
- All trimming and pruning debris are to be picked up and removed and properly disposed of on the day of each trimming.

7.6 Fertilization:

7.6.1 Grass/Sodd:

The fertilizer shall be a granular fertilizer with appropriate composition based on existing gas and sod types. Fertilizer shall contain both major and micronutrients, sulfur coated, time released and applied at a rate of 1 lb. of nitrogen per 1,000 sq. ft. of grass and sod. Sod shall be fertilized three (3) times yearly, during the following months: January, April and October. Cost of fertilizer and application shall be included in the contract.

- 7.6.2 The Contractor shall adjust the irrigation systems according prior to applying the fertilizer. During heavy rain season the City may request a fourth application of fertilizer to all contract areas if needed. If needed, use of a general fertilizer shall be used at no extra charge to the City. The Contractor shall notify the Contract Administrator / Designee when they plan to apply fertilizer.
- 7.6.3 Fertilizer shall be applied to all designated areas where trees, shrubs, and ground covers are placed. Fertilizer shall be commercial grade.
- 7.6.4 Fertilizer shall be appropriate for specific species (please see attached plant list). Granular fertilizer can be utilized for plants on level terrain.
- 7.6.5 Trees shall be fertilized three (3) times per year: March, June, and October; at a rate specified by the manufacturer.
- 7.6.6 Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.
- 7.6.7 Chemical analysis sheets for all fertilizers to be applied shall be submitted to the City, prior to application, particularly tree, shrub, and ground cover fertilizer, along with recommended application rates as noted by the manufacturer.
- 7.6.8 Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.

- 7.6.9 All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks of stems of the plants.

7.7 Tree and Shrub Maintenance:

- 7.7.1 All plant and tree material are to be pruned in a manner to provide a neat natural appearance.
- 7.7.2 Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.
- 7.7.3 Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.
- 7.7.4 Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be trimmed to maintain desired shape and height.
- 7.7.5 Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of plants shall be removed whenever possible.
- 7.7.6 All plant material will be fertilized with a balanced slow-release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.
- 7.7.7 The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
- 7.7.8 Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. City shall be informed before any drastic cutbacks are performed.
- 7.7.9 All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
- 7.7.10 All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.
- 7.7.11 The Contractor is responsible for cutting and removing any fallen trees in the parks. The Contractor will be requested to provide a separate invoice prior to the removal of fallen tree(s).

7.8 Exterior Color:

- 7.8.1 Plants shall be watered as required to promote optimum growth. The Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.
- 7.8.2 The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- 7.8.3 It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

- 7.8.4 Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.
- 7.8.5 Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.
- 7.8.6 The Contractor should be able to provide landscape design recommendations for new plantings. Cost will be charged on an hourly rate basis as requested by the City.
- 7.8.7 Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

7.9 Ground Cover and Beds:

- 7.9.1 Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- 7.9.2 All plant materials shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides.
- 7.9.3 Ground covers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor.
- 7.9.4 Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.
- 7.9.5 Soil surfaces shall be raked smoothly and cultivated regularly.
- 7.9.6 Vines shall be trimmed neatly against supporting structures and kept within bounds.
- 7.9.7 Ground covers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- 7.9.8 Sign faces and windows shall be kept clear of encroaching growth.
- 7.9.9 Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the City prior to replacement.

7.10 Mulch:

The Contractor shall supply and apply mulch at designated areas on an as needed basis.

- 7.10.1 Mulch shall be a minimum of 3" of coarse organic mulch at all times over bare soil areas surrounding shrubs.
- 7.10.2 Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.

7.10.3 Refresh Mulch:

- 7.10.3.1 The Contractor shall inspect each area during each service.

7.10.3.2 Every six (6) months top dress all mulched areas with 1 inch of mulch

7.10.3.3 Mulch shall be maintained in plant beds (where it already exists) in order to maintain a depth of three (3) inches at all times.

7.10.3.4 Beds shall be clear of weeds prior to the application of new mulch to maintain the three (3) inch depth to plant beds.

7.10.3.5 Mulch shall be maintained around trees up to three (3) inches in order to maintain a depth of three inches at all times.

7.11 Litter and Debris Control:

The Contractor shall assist the City with clearing of litter and debris annually in preparation for weather events (strong winds, Storms, Emergencies, etc.) on an as needed basis.

7.11.1 Litter removal from turf areas and plant beds and designated areas shall be complete prior to each mowing operation in the same day.

7.11.2 Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites.

7.11.3 Tree limbs will also be removed.

7.11.4 Litter is to be removed entirely from the sites and disposed accordingly.

Failure to pick up debris will result in a \$50.00 per day fee, as long as the debris remains which shall be deducted from the Contractor's pay request.

7.12 Blowing/Clearing:

The Contractor shall use a blower to clear all walkways, parking lots and curbs along common to ensure a neat, clean appearance after mowing.

7.13 Landscaping/Materials:

7.13.1 The Contractor shall notify the City of any damaged plant material that needs to be replaced.

7.13.2 Any plant material damaged by the Contractor equipment or personnel will be replaced by the Contractor at the Contractor's expense.

7.13.3 The City shall approve any proposed new landscaping in advance of any work being completed.

7.13.4 Contractor shall perform installation at hourly rates provided.

7.14 Turf Maintenance:

The Contractor shall provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification limited to pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime, and other chemicals consistent with best management practices. The Contractor shall provide the materials, equipment, and labor to perform all applications. The Contractor shall ensure sports field maintenance schedule/program is developed and monitored by a Certified Sports Field Manager.

7.15 Seven Point Chemical Program:

- 1st Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer
- 2nd Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.

- 3rd Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate
- 4th Application – Third week of June, granular nitrogen, weed control and ammonium nitrate.
- 5th Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate.
- 6th Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.
- 7th Application – Fourth week of September, pre-emergent, weed control and pre-emergent. Do not apply on fields that will be over seeded. Provide and treat all grass athletic fields for fire ants twice per year in the spring, summer and as needed during the warmer months.
- The Contractor will ensure chemical program is developed and monitored by a Georgia Department of Agriculture licensed fertilizer and pesticide applicator.
- Conduct soil testing on each sports field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

7.16 Turf Fertilization & Weed Control:

The Contractor shall use well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area. All lawn areas shall be treated with crabgrass prevention and broad leaf weed control products as necessary.

7.17 Aerating:

7.17.1 The Contractor shall perform core aeration of all grass athletic fields three times per year in May, July, and October. The schedule may vary based upon the weather conditions but at no time will the aeration be done sooner than four weeks after the previous aeration.

7.17.2 The Contractor shall perform aeration when the turf is actively growing and not under stress.

7.17.3 Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).

7.17.4 Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.

7.17.5 Use a vibratory tine aerator to a depth of 2-3 inches during the winter months and as needed during the rest of the year to alleviate compaction.

7.17.6 Top Dressing:

After each aeration, the fields will be top dressed with sand as part of a continual process to eventually smooth out all lumps in the turf and soften the field surface. Apply no more than ½" of material during an application. Incorporate the material by mat dragging.

7.17.7 Verti cutting:

The Contractor shall have the ability to provide de-thatch as needed within a comprehensive sport field maintenance schedule/program.

7.18 Baseball/Softball/Soccer Field Landscaping and Maintenance Services:

The Contractor shall perform the following but not limited to landscape and maintenance services;

7.18.1 Leveling:

Ensure all fields are leveled and regulation complaint.

- 7.18.2 Drag the dirt infields twice weekly during the season of typically active play to provide a safe playing surface. A schedule of fields to be prepared will be provided on a weekly basis. Drag the dirt infields once per week during the season that is not typically active play.
- 7.18.3 Blowout dugouts and pitching warmup lanes as needed during the season of typically active play.
- 7.18.4 Inspect outfield turf weekly to locate any holes in the playing surface and fill all holes with topsoil and cover with sand.
- 7.18.5 Sod cut and box scrape all lips to eliminate hazards.
- 7.18.6 Add infield clay / sand mix during the winter months prior to scheduled play in the spring and, add infield mix in the summer months before play in the fall.
- 7.18.7 Provide and install infield dirt conditioner to promote drainage and a softer surface. City to provide conditioner.
- 7.18.8 Inspect and repair any fencing that is detached or curling.
- 7.18.9 Inspect dugout gate latches and doors weekly and make repairs as needed.
- 7.18.10 Perform other necessary services to maintain regulatory requirements.

Note: The City is in the process of obtaining services to bring our fields up to regulated standards. Once this work has been completed, the Contractor shall perform the necessary landscaping and maintenance services required to maintain regulatory standards.

7.19 Trail And Trailhead

The Contractor shall provide landscaping and maintenance services at City trails and trailhead(s) to ensure they remain clean, safe, and assessable greenspace to residents and visitors.

- 7.19.1 Emergency Debris Removal Services: The Contractor shall provide debris removal services at trails and trailhead(s) on an as needed basis.
- 7.19.2 Debris and Trash:
The Contractor shall remove and dispose of all debris and trash found along the trails and trailhead(s) on a weekly basis.
- 7.19.3 Disposal:
The Contractor shall dispose of all debris and trash in the dumpsters located at the designated area(s).
- 7.19.4 Reporting:
The Contractor shall immediately report any damage and safety concerns and unsafe conditions to the Contract Administrator / Designee.
- 7.19.5 Paved/Concrete Areas:
The Contractor shall perform edging and cleaning services weekly paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.
- 7.19.6 Graffiti/Property Damage:

The Contractor shall immediately (same day discovered) report graffiti and property damage (signs, benches, tables, etc.) to the Contract Administrator / Designee.

7.20 Parking Lots:

The Contractor shall ensure parking lots and surrounding areas are always clean. Services shall include but are not limited to:

7.20.1 Inspection Services:

The Contractor shall perform inspection services at the designated parking lots and surrounding areas daily.

7.20.2 Debris and Trash:

The Contractor shall remove and dispose of all debris and trash in dumpster(s) located in the designated area(s).

7.20.3 Mulch:

The Contractor shall ensure mulch is replacement/refreshed at least once a year to maintain a neat appearance at designated parking lot islands.

Note: Additional replacement/refresh services may be requested on an as needed basis to maintain appearances after heavy rain or weather conditions.

7.20.4 Parking Lot Islands:

The Contractor shall provide landscape and maintenance services to all parking lot islands. The islands shall be kept weed free and mowed regularly to control overgrowth.

7.20.6 Trees and Shrubs:

The Contractor shall ensure all trees and shrubs are pruned and trimmed regularly to maintain a neat and clean appearance. Annual tree and shrub pruning and trimming shall occur every January.

7.20.7 Vegetation:

The Contractor shall ensure all vegetation is trimmed and cut back to prevent damage to vehicles. Any vegetation where the growth has the potential to harm a pedestrian or vehicle shall be pruned when discovered.

7.21 Irrigation System Services:

7.21.1 Initial Inspection:

Upon award of this contract and completion of an initial inspection of the existing irrigation system.

7.21.2 Estimate for Initial Repairs:

The Contractor shall provide a formal written estimate inclusive of additional cost for repairs and services needed to bring the system to acceptable working conditions to the City. Repairs shall be completed at the City's expense, if approved.

7.21.3 Maintenance and Repair:

7.21.3.1 After initial repairs are made, the Contractor shall provide maintenance and repair services to the existing irrigation systems at each location. The Contractor shall present repairs and maintenance requirements to the Contract Administrator / Designee

immediately and receive written approval prior to performing repairs.

7.21.3.2 The City shall agree to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid.

7.21.3.3 The Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week. Contract price shall include a system start-up and winterization.

7.21.3.4 Scheduled Inspections and Testing Services:

The Contractor shall perform regular inspections and testing services on existing irrigation systems. After each mowing and edging service, the irrigation system shall be inspected for damage. In May, July and September, the irrigation system will be checked, and spray patterns will be adjusted, and watering schedules modified as necessary to assure full coverage of the fields.

7.21.4 Winterization:

In November, the irrigation systems shall be shut down and winterized. The water shall be turned off at the water meter and the RPZ and lines shall all be drained.

7.21.5 Timers/Controllers:

7.21.5.1 The Contractor shall monitor timers and controllers to ensure they are functioning properly and ensure a cost savings to the City.

7.21.5.2 The Contractor shall make necessary programming adjustments to timers and controllers as needed. Adjustments shall be made in accordance to seasonal weather conditions. The Contractor shall make efforts to maximize water usage to minimize overflow onto sidewalks, driveways, streets, buildings, and common area with foot traffic.

7.22 Damages:

The Contractor shall notify the Contract Administrator / Designee of any damages caused by its employees/staff immediately. If Contractor employees/staff cause damage to the irrigation system, damages and/or kills flowers/shrubbery/trees by mowers, metal-blade edgers, trimmers or pesticide application, the Contractor shall be responsible for all repairs and replacements at no additional cost to the City. Repairs and replacements shall occur within forty-eight (48) hours of the date and time of incident.

7.23 Supplies:

The Contractor shall be responsible for all supplies including but not limited to; turf chemicals, cleaning solvents, and any other materials required to perform the service herein.

7.24 Other Services:

7.24.1 Spring Clean-Up:

The Contractor shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

7.24.2 Fall Clean-Up:

The Contractor shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual plantings, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

7.24.3 Additional Services:

The City reserves the right to add other locations and request additional services. The Contractor shall provide an itemized written cost proposal for the additional location and additional services.

7.25 Emergency Services:

During and after a public emergency, disaster, hurricane, flood, and acts of God, the City shall be given "First Priority" for all services under this contract. Contractor agrees to provide all services to the City during and after the emergency / disaster at the same terms, conditions, and prices as provided in this solicitation and with a priority above and preference over services to the private sector.

7.26 Debris Removal Services:

During and after a public emergency, disaster, hurricane, flood, and acts of God, the Contractor may be required to provide assistance with debris and removal services on an as needed basis.

7.27 Field Supervisor:

The Contractor shall provide a field supervisor. The field supervisor shall have a minimum of three (3) years of experience as ground's maintenance supervisor.

7.28 Full Time Staff:

The Contractor shall provide one (1) full time employee/staff with a degree in turf management, agronomy, or related field management.

7.30 Horticultural Services:

The Contractor shall provide horticultural services. The employee/staff performing horticultural services must be certified.

8. CONTRACTOR RESPONSIBILITIES:

The Contractor shall ensure the playground equipment provided meets or exceeds all current Federal Consumer Public Safety Commission (CPSC), American Society for Testing Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) playground standards, any guidelines and requirements of the ADA and the Florida Building Code. **Please Note:** The Contractor will be responsible for \$100.00 of the materials/equipment in route to the site and at the site until the playground is turned over to the City.

8.1 The Contractor shall be responsible for any and all damage resulting from the improper use, damage, or caused by its employees/staff.

8.2 The Contractor must use effective project management practices while working on this project consisting of but not limited to; clear communication with the City and other parties involved in this project, management of time and resources, and documentation of all services performed.

8.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this agreement.

8.4 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work sites.

8.5 The Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.

8.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

8.7 The Maintenance of Traffic (MOT) (if needed): The Contractor shall be in conformance with the applicable sections of the GDOT Section 150 – Traffic Control (as applicable).

- 8.8 The Contractor shall supervise and direct the work, using the Contractor's best skill and attention.
- 8.9 The Contractor shall enforce strict discipline and good order amongst its employees and other persons carrying out work under this agreement.
- 8.10 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.
- 8.11 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the area in which work is being performed.
- 8.12 The Contractor shall assess the conditions at this site, notify the Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.
- 8.13 Reporting Dangerous Conditions / Situations: The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at the work sites.

9. MEETINGS:

The Contractor shall participate in regular meetings throughout the term of this agreement. The date, time and place of the meeting will be arranged by the Contract Administrator / Designee.

9.1 Initial Meeting:

An initial kick off meeting will be held between the Contractor, designated Person of Contact (POC) and Contract Administration / Designee.

9.2 At this meeting, the Contractor shall identify his/her designated POC, supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities.

9.3 The POC shall represent the Contractor, and communications given to the person of contact shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

10. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):

The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

11. WORK SCHEDULE:

Regular work Hours: 7:00 am to 5:00 pm, Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.) and City observed holidays.

12. WEATHER:

12.1 If adverse weather conditions are affecting the Contractors' ability to perform the services herein, such incidents shall be documented and contain data substantiating that weather conditions were abnormal for the period of time.

12.2 The Contractor will be required to promptly notify the Contract Administrator / Designee in writing of any such delays. Any such notification received by the Contract Administrator / Designee less than 24 hours than regular schedule time to commence services will not be acceptable.

13. RESPONSE TIME:

The Contractor shall respond to e-mail/voice mail communication no less than twenty-four (24) hours from receipt of communication (e-mail/voice mail). The Contractor shall respond to requests for services within twenty-four (24) hours from receipt of request.

14. PERSON OF CONTACT:

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for providing a response to City request for support services during the term of this agreement. Contact information shall include: Name of Contact(s), E-mail address. Website Information, Phone Number, and Fax Number.

15. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from OSHA and the City.

16. CONTRACTOR AND SUBCONTRACTOR VEHICLES:

The Contractor's company vehicles shall be distinctly labeled with the company name; and shall only be parked in designated spaces provided by the City.

17. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, replacement of mounted equipment and infrastructure.

18. CLEAN UP:

The Contractor shall ensure all debris and trash is removed and disposed of in an appropriate manner after completing each form of service herein by the end of each workday. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

19. WORK ACCEPTANCE:

19.1 Services to be performed under this agreement will be inspected by Contract Administrator / Designee. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

19.2 The Contract Administrator / Designee shall provide written notice of issues with services performed. Written notice shall be provided within a minimum of twenty-four (24) hours from which services were performed and considered completed.

20. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice. Invoices shall specify the location in which services performed, and type of services performed at the location. Billing price/rates shall be in accordance with Attachment "B" – Bid Cost Proposal Form (Bid Sheet).

Remainder of Page Intentionally Left Blank

GENERAL TERMS AND CONDITIONS

The following instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on Page ITB-2 of this solicitation package and on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Questions received after this time will not be answered.
 - Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>).
 - Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document.
 - **Bidder** shall verify in Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) that their bid response includes "all" addenda(s) before submitting a bid. Receipt of all addenda shall be acknowledged by the Bidder(s) on the Statement of Qualification Certification Form "Addendum Acknowledgement Section" and submitted with bid response.
2. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Procurement Official.
3. **AWARD:** This Bid shall be awarded to the Bidder providing the lowest responsive and responsible bid and meets and/or exceeds the pre-qualification requirements. Award may be in whole, or by line Item, or by group, whichever is determined to be in the best interest of City. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all bids, part of bids, to waive minor irregularities or variations to specifications contained in bids, minor irregularities in the bidding process, to negotiate terms with the successful Bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or such combination as shall best serve the interest of the City. Awarded Bidder and all subcontractors/suppliers shall register as a Contractor with the City prior to notice to proceed and maintain active status in the City's Vendor Registration System.
4. **BIDDER'S COSTS:** The City shall not be liable for any costs incurred by Bidder's in responding to this ITB. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder, and shall not be reimbursed by the City.
5. **BIDDER PERFORMANCE REVIEWS AND RATINGS:** The City Contract Administrator may develop a Bidder's performance evaluation report. This report shall be used to periodically review and rate the Bidder's performance under the contract with performance rating as follows:
 - Excellent - Far exceeds requirements.
 - Good - Exceeds requirements
 - Fair - Just meets requirements.
 - Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contract.
 - Non-Compliance - Continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Bidder subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Bidder shall be provided with a copy of the report and

may respond in writing if he takes exception to the report or wishes to comment on the report. Bidders' performance reviews and subsequent reports will be used in determining the suitability of contract extension.

6. **CODE REQUIREMENTS:** The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. The contractor shall ask for and receive any required inspections.
7. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the model of the current standards production available at the time of the solicitation response. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Contractor and purchase order number.
8. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

9. **CONFLICT OF INTEREST:** All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its subsidiaries.
10. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

"Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from disclosure."**

11. **CONTINGENCY FEES:** By submission of this solicitation response, Bidder certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee

working solely for the Bidder to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Bidder.

12. CONTRACT ADMINISTRATOR: The City may designate a Contract Administrator whose principal duties shall be:

- Liaison with Proposer.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Proposer's performance.
- Schedule and conduct Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

13. CONTRACT PERIOD: The City may renew the contract on an annual basis for a period not to exceed five (5) years, if deemed in the best interest of the City.

14. DEBARRED OR SUSPENDED BIDDERS: The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

15. DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

16. DRUG-FREE WORKPLACE: Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

17. DUN & BRADSTREET REPORT REQUIREMENT: The City of Stonecrest may review the Bidders rating and payment performance to assist in determining a Bidders(s) responsibility when being evaluated for a contract award.

18. EQUAL EMPLOYMENT OPPORTUNITY: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract and may result in the termination of this contract or such other remedy as the deems appropriate.

19. GOVERNMENTAL RESTRICTION: In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility

of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

20. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the shall be that of an Independent Contractor and not as employees or agents of the City.

21. INDEMNIFICATION: Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

22. INCONSISTENCIES: Any seeming inconsistency between different provisions of the plans, specifications, bid or

contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses. See page **ITB-4** of this solicitation package. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.

- 23. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the.
- 24. INSURANCE:** Bidder shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.
- 25. JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb City. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Contractor and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.
- 26. LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, City, local laws, City policies, ordinances, rules and regulations, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
- 27. LOBBYING ACTIVITIES:** ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws [GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS](#).
- 28. LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb City and City of Stonecrest must have a current Dekalb City and City Local Business Tax Receipt issued by the Dekalb City Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb City Tax Commissioner Office at (404) 371-2000 and City of Stonecrest at (770) 224-0200.
- 29. MISTAKES:** Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or calculation errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written Amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in bid being deemed non-responsible and will be rejected.
- 30. MODIFICATIONS:** All changes to contract, agreements, and purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
- 31. NON-COLLUSION STATEMENT:** By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Bidder's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of,

or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

32. NON-CONFORMANCE TO CONTRACT CONDITIONS: The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned, and the City has the right to dispose of them as its own property. No written notice of rejection is needed for food(s) and drug(s). Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.

33. NON-DISCRIMINATION: It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for the State of Georgia and Dekalb City.

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies, and/or, cancellation, termination or suspension of the Contract, in whole or in part.

34. NOTICE: Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the City of Stonecrest designates:

Procurement Official, Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

35. OPEN RECORDS ACT:

The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

GEORGIA PUBLIC RECORDS ACT:

(a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA

shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

- (b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

CITY PUBLIC RECORDS AND REQUESTS:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT CITYCLERK@STONECRESTGA.GOV, OR BY TELEPHONE (770) 224-0200.

- 36. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or Contractors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Contractor which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the City, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the City.
- 37. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
- 38. **PAYMENT:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. ***Invoices must bear the Purchase Order Number.***

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Georgia Prompt Payment Act. If, at any time during the contract, the City shall not

approve or accept the successful Contractor's work product, and agreement cannot be reached between the City and the successful Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Contractor's work product, and agreement cannot be reached between the City and the successful Proposer on a payment for the work completed and usable to the City.

39. **PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law as indicated on Page **CITB-30** of this solicitation and maintain the same in full force and effect throughout the Term of this Contract. Any changes of the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and appropriate licenses, including but not limited to any permit or license which may in the future be required by them to engage in the business of performing the services requested herein, shall constitute an event of default.

40. **PERSONAL INVESTIGATION:** Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Executive Director, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

41. **PRICES:** Firm prices shall be provided and include all handling, set-up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- **THE CONTRACTOR:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity (ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- **C.O.D.:** Cash on delivery shipments will not be accepted.
- **TIES:** The Procurement Department will break tie responses in accordance with the Purchasing Policy and Procurement Processes and Procedures Standard Operating Procedure.

42. **PROTEST PROCEDURES:** In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- **Right to protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.

1. **Timeliness.**

- a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.
- b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.
- c. Untimely protests are invalid and shall be denied as such.

2. **Contents of Protest.** The protest shall, at a minimum, be in writing and include the following

information:

- a. Identity and contact information of protestor;
 - b. Appropriate identification of the subject solicitation or award;
 - c. Detailed statement of the legal and factual grounds of the protest;
 - d. Documentation supporting the protest and/or allegations;
 - e. Statement of the specific relief requested; and
 - f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.
3. Submission of Protests. All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.
 4. Protest Resolution. If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.
 5. Decision on Protest. The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.
 6. Appeals. Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.
 - a. Hearing. The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.
 - b. Decision. Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.
 - c. Finality. A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.
 7. Stay of Procurement. In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

43. QUALIFICATIONS OF CONTRACTOR: The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in

determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

44. **REJECTION OF BIDS:** The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.
45. **RESERVATION FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
46. **RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL -** The Inspector General of State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Bidder as justification for termination.
47. **SAFETY STANDARDS:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and O.G.C.A rules and regulations, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to Code Enforcement Department, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30338 and with bid/proposal submittals in Bidnet.
48. **SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract

with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at Procurement@stonecrestga.gov. The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to Procurement@stonecrestga.gov.

Anti-Boycott of Israel Activities: Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth \$100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

- 49. STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the Contractor(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the State of Georgia, Corporations Division.

The City will review the Contractor(s) business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to conduct business in the State of Georgia.

- 50. TAXES:** The City is exempt from Federal Excise and State Sales taxes. Contractors or contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City unless an exemption is available to the Contractor or contractor; nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

51. TERMINATION:

Availability of Funds: If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Contractor.

For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

Non-Performance: The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

52. **WITHDRAWALS**: Any Bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

Remainder of Page Intentionally Left Blank

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM:

The initial contract period shall start on the date provided in the executed contract. The term of this agreement shall be for an initial one (1) year period from the date of execution.

The Procurement Department shall issue a Purchase Order incorporating this Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Such purchase order together with the City standard contract for services shall constitute the contract.

2. CONTRACT RENEWAL OPTION:

The City may renew the contract on an annual basis for a period not to exceed five (5) years, if deemed in the best interest of the City. Notification of intent to renew will be sent in advance of expiration date of this contract.

All prices, term, and conditions shall remain fixed for the initial three (3) year period of the contract, if renewed. If renewed for year four (4) and year five (5) the renewal terms allow for a request for an increase at the time of renewal based on vendor's cost increase not to exceed **3%**. A written request must be submitted to the Procurement Official for review. Request for increase shall be approved by the City Manager. Any increase prior to renewal but no later than vendor's concurrence of renewal, accompanied by vendor's documentation to substantiate need for price increase. The vendor must follow the procedures described in Price Adjustment Clauses. No more than one price increase will be accepted during the renewal period.

3. BIDDER RESPONSIBILITY:

The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Georgia.

4. SPECIFIC EXPERIENCE REQUIRED:

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

Bidder shall demonstrate previous experience in performing the services requested herein, in the State of Georgia within the last **three (3) years**. Bidder shall submit proof of experience for a minimum **of three (3) projects of similar scope and scale (or larger) and shall**, for each project listed, identify location; dates of project start and end date; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

5. REQUIRED LICENSING:

In order to be deemed responsive and responsible to this solicitation, Bidder's **Must** be registered to do business in the State of Georgia, possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein. **Failure to be registered in with the State of Georgia and have an active business will result on a non-responsive and non-responsible determination.**

THE CONTRACTOR MUST POSSESS AN ACTIVE BUSINESS LICENSE IN THE STATE OF GEORGIA, APPLICABLE GENERAL OR SPECIALIZED LICENSES AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION. Failure to submit proof all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination.

Required licenses and certifications shall consist of the following, but is not limited to:

State:

Copy of Active and Current Business License
Certificate of Good Standing
Certified Landscape Technician
Certified / Licensed Arborist
Certified / Licensed Horticultural Specialist
Certified / Licensed Pesticide Applicator
Certified/ License Pest Control

Certified / Licensed Sports Field Manager
Copy of Field Supervisor Resume
(Must be registered as a Business in the State of Georgia)

6. REQUIRED PERMITS AND FEES:

The Contractor shall obtain all required state, federal, and local required permit(s) upon award and prior to commencement of any work:

Permit(s): Must be issued by the City of Stonecrest as applicable.

The awarded Contractor shall procure and pay for all permits and licenses, charges, fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the bid price except where noted in the scope of work.

7. INSURANCE REQUIREMENTS:

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal).**

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

Workers Compensation (WC): Required NO EXEMPTIONS

Commercial General Liability (CGL):

- Each Occurrence Limit \$1,000,000
- Personal & Advertising Injury Limit \$1,000,000
- General Aggregate Limit \$2,000,000

Products/Completed Ops. Aggregate Limit \$2,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

- Each Occurrence \$1,000,000
- Aggregate \$2,000,000

Umbrella Liability \$2,000,000

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. **The Contract and/or Solicitation Number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:

City of Stonecrest
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the Procurement Department as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for independent and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid response to demonstrate the company's/firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest
Attn: Procurement Department
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
E-Mail: Procurement@stonecrestga.gov



ATTACHMENT “A”

BIDDER’S REQUIRED FORMS

Bidders are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Bidder’s submittal being deemed non-responsive, non-responsible and may be rejected.

Bidder **MUST** submit its bid response electronically and **MUST** confirm its submittal in order for the City to receive a valid response through *Bidnet*.



BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

BID CHECK LIST:

Bidders are cautioned to check their bid very carefully, using the following checklist:

- _____ Bidder's Certification Page signed and notarized
- _____ All required forms completed, signed and notarized (as applicable)
- _____ Invitation to Bid Cost Proposal (Bid Sheet), including Unit Price and Total price completed.
- _____ Bid Electronically submitted as specified

It is the bidder's responsibility to check Bidnet prior to submitting a bid response to ascertain if any addenda have been issued, to obtain such addenda and return signed addenda with the bid.



BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

PRINTED NAME AND TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

TYPE: _____

_____, who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



STATEMENT OF QUALIFICATIONS

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (<https://dor.georgia.gov/taxes/register-new-business-georgia>).

Company Name: (Legal Registration): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for SBE MBE or WBE status: SBE __ MBE __ WBE __ LOCAL __

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: _____ **Signature:** _____

Title: _____ **Date:** _____



AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number
------	-------	------------------

Authorized Signature / Name _____ Date: _____

Title _____ Federal Employer I.D. No. (FEIN): _____

Dun and Bradstreet No.: _____

Legal Business Name _____ Website Address: _____

Principal Place of Business Address: _____
(City/County/State)

Telephone Number: _____

Type of Business/Organization (check appropriate box):

(a) ☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit ☐ Joint Venture ☐ Corporation
☐ Other - Specify _____

(b) State of Incorporation: _____

JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.



PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
of _____
(Name of Company)

SIGNATURE

DATE



CONFLICT OF INTEREST DISCLOSURE FORM

Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

Term: The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

ACKNOWLEDGED BY:

Name: _____

Title: _____

Signature: _____

Company/Firm Name: _____

Address: _____

Phone: _____

E-mail Address: _____

Date: _____



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest _____ license/permit _____ and _____ /or _____ contract _____ for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Other Identifying Number: _____

_____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Commission Number

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Expires



DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor),
_____ certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

THIS CERTIFICATION is submitted by _____ the _____
(Authorized Officer or Agent Print) (Title)
of _____
(Name of Company)

Signature

Date

_____, who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____

(SEAL)



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT “E-VERIFY”

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number

Date of Authorization

BY: _____
(Authorized Officer or Agent)

Title

Date: _____

* **or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Other Identifying Number: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

(SEAL)

Notary Name, Printed, Typed or Stamped

Commission Number: _____ Commission Expires: _____



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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

Commission Expires: _____



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:

Name: _____

Title: _____

Signature: _____

Date: _____

INSURANCE

BIDDERS MUST SUBMIT PROOF OF INSURABILITY WITH BID RESPONSE TO BE CONSIDERED RESPONSIBLE TO THIS SOLICITATION.

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing Landscape and Maintenance Services of similar size and scope in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WILL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO.1 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO.2 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO. 3 - Name of company/firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
(Dates should be in mm/yy format)

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

**ATTACHMENT “B”
BID COST PROPOSAL FORM
(BID SHEET)**

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

CITB NO. : ITB-0013-25, Parks, Sports Fields and Trails Landscape and Maintenance Services.

* **NOTE: BASES OF AWARD:** The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a “0” (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department’s Attachment “B”, Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department’s Attachment “B” – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department’s Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions, and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____ Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

Location No. 1: Browns Mill Park Complex					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
1	Edging	WK	52	\$	\$
2	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
3	Tree and Shrub Maintenance	WK	52	\$	\$
4	Exterior Color: Plants	WK	52	\$	\$
5	Ground Cover and Beds	WK	52	\$	\$
6	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	\$	\$
7	Seven Point Chemical Program	YR	1	\$	\$
8	Parking Lots	WK	52	\$	\$
9	Weed Control (4 times per month March through October)	EA	48	\$	\$
10	Weed Control (3 times per month November through February)	EA	12	\$	\$
11	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
12	Fertilization (3 times per year)	EA	3	\$	\$
13	Mulch Supply and Install (Once a year)	CY	30	\$	\$
14	Litter and Debris Pick-Up	YR	1	\$	\$
15	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$

15	Spring Clean-Up	EA	1	\$	\$
18	Fall Clean-Up	EA	1	\$	\$
19	Emergency Debris Removal Services	LS	1	\$	\$
20	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 2: Southeast Athletic Complex					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
21	Edging	WK	52	\$	\$
22	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
23	Tree and Shrub Maintenance	WK	52	\$	\$
24	Exterior Color: Plants	WK	52	\$	\$
25	Ground Cover and Beds	WK	52	\$	\$
26	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	\$	\$
27	Seven Point Chemical Program	YR	1	\$	\$
28	Parking Lots	WK	52	\$	\$
29	Weed Control (4 times per month March through October)	EA	48	\$	\$
30	Weed Control (3 times per month November through February)	EA	12	\$	\$
31	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
32	Fertilization (3 times per year)	EA	3	\$	\$
33	Mulch Supply and Install (Once a year)	CY	30	\$	\$
34	Litter and Debris Pick-Up	YR	1	\$	\$
35	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$

36	Spring Clean-Up	EA	1	\$	\$
37	Fall Clean-Up	EA	1	\$	\$
38	Emergency Debris Removal Services	LS	1	\$	\$
39	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 3: Salem Park

ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
40	Edging	WK	52	\$	\$
41	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
42	Tree and Shrub Maintenance	WK	52	\$	\$
43	Exterior Color: Plants	WK	52	\$	\$
44	Ground Cover and Beds	WK	52	\$	\$
45	Trails and Trailheads	WK	52	\$	\$
46	Parking Lots	WK	52	\$	\$
47	Weed Control (4 times per month March through October)	EA	48	\$	\$
48	Weed Control (3 times per month November through February)	EA	12	\$	\$
49	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
50	Fertilization (3 times per year)	EA	3	\$	\$
51	Mulch Supply and Install (Once a year)	CY	30	\$	\$
52	Litter and Debris Pick-Up	YR	1	\$	\$
53	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
54	Spring Clean-Up	EA	1	\$	\$

55	Fall Clean-Up	EA	1	\$	\$
56	Emergency Debris Removal Services	LS	1	\$	\$
57	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 4: Gregory Moseley Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
58	Edging	WK	52	\$	\$
59	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
60	Tree and Shrub Maintenance	WK	52	\$	\$
61	Exterior Color: Plants	WK	52	\$	\$
62	Ground Cover and Beds	WK	52	\$	\$
63	Trails and Trailheads	WK	52	\$	\$
64	Parking Lots	WK	52	\$	\$
65	Weed Control (4 times per month March through October)	EA	48	\$	\$
66	Weed Control (3 times per month November through February)	EA	12	\$	\$
67	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
68	Fertilization (3 times per year)	EA	3	\$	\$
69	Mulch Supply and Install (Once a year)	CY	30	\$	\$
70	Litter and Debris Pick-Up	YR	1	\$	\$
71	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
72	Spring Clean-Up	EA	1	\$	\$

73	Fall Clean-Up	EA	1	\$	\$
74	Emergency Debris Removal Services	LS	1	\$	\$
75	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 5: Fairington Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
76	Edging	WK	52	\$	\$
77	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
78	Tree and Shrub Maintenance	WK	52	\$	\$
79	Exterior Color: Plants	WK	52	\$	\$
80	Ground Cover and Beds	WK	52	\$	\$
81	Trail and Trailheads	WK	52	\$	\$
82	Parking Lots	WK	52	\$	\$
83	Weed Control (4 times per month March through October)	EA	48	\$	\$
84	Weed Control (3 times per month November through February)	EA	12	\$	\$
85	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
86	Fertilization (3 times per year)	EA	3	\$	\$
87	Mulch Supply and Install (Once a year)	CY	30	\$	\$
88	Litter and Debris Pick-Up	YR	1	\$	\$
89	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
90	Spring Clean-Up	EA	1	\$	\$

91	Fall Clean-Up	EA	1	\$	\$
92	Emergency Debris Removal Services	LS	1	\$	\$
93	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 6: "Botanical Garden" Fairington Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
94	Edging	WK	52	\$	\$
95	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
96	Tree and Shrub Maintenance	WK	52	\$	\$
97	Exterior Color: Plants	WK	52	\$	\$
98	Ground Cover and Beds	WK	52	\$	\$
99	Trails and Trailheads	WK	52	\$	\$
100	Parking Lots	WK	52	\$	\$
101	Weed Control (4 times per month March through October)	EA	48	\$	\$
102	Weed Control (3 times per month November through February)	EA	12	\$	\$
103	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
104	Fertilization (3 times per year)	EA	3	\$	\$
105	Mulch Supply and Install (Once a year)	CY	30	\$	\$
106	Litter and Debris Pick-Up	YR	1	\$	\$
107	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
108	Spring Clean-Up	EA	1	\$	\$

109	Fall Clean-Up	EA	1	\$	\$
110	Emergency Debris Removal Services	LS	1	\$	\$
111	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 7: Everett Park

ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
112	Edging	WK	52	\$	\$
113	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
114	Tree and Shrub Maintenance	WK	52	\$	\$
115	Exterior Color: Plants	WK	52	\$	\$
116	Ground Cover and Beds	WK	52	\$	\$
117	Trails and Trailheads	WK	52	\$	\$
118	Parking Lots	WK	52	\$	\$
119	Weed Control (4 times per month March through October)	EA	48	\$	\$
120	Weed Control (3 times per month November through February)	EA	12	\$	\$
121	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
122	Fertilization (3 times per year)	EA	3	\$	\$
123	Mulch Supply and Install (Once a year)	CY	30	\$	\$
124	Litter and Debris Pick-Up	YR	1	\$	\$
125	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
126	Spring Clean-Up	EA	1	\$	\$

127	Fall Clean-Up	EA	1	\$	\$
128	Emergency Debris Removal Services	LS	1	\$	\$
129	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 8: Panola Shoals

ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
130	Edging	WK	52	\$	\$
131	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
132	Tree and Shrub Maintenance	WK	52	\$	\$
133	Exterior Color: Plants	WK	52	\$	\$
134	Ground Cover and Beds	WK	52	\$	\$
135	Trails and Trailheads	WK	52	\$	\$
136	Parking Lots	WK	52	\$	\$
137	Weed Control (4 times per month March through October)	EA	48	\$	\$
138	Weed Control (3 times per month November through February)	EA	12	\$	\$
139	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
140	Fertilization (3 times per year)	EA	3	\$	\$
141	Mulch Supply and Install (Once a year)	CY	30	\$	\$
142	Litter and Debris Pick-Up	YR	1	\$	\$
143	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
144	Spring Clean-Up	EA	1	\$	\$

145	Fall Clean-Up	EA	1	\$	\$
146	Emergency Debris Removal Services	LS	1	\$	\$
147	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 9: Miller Grove Park (Coming Soon)					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
148	Edging	WK	52	\$	\$
149	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
150	Tree and Shrub Maintenance	WK	52	\$	\$
151	Exterior Color: Plants	WK	52	\$	\$
152	Ground Cover and Beds	WK	52	\$	\$
153	Trails and Trailheads	WK	52	\$	\$
154	Parking Lots	WK	52	\$	\$
155	Weed Control (4 times per month March through October)	EA	48	\$	\$
156	Weed Control (3 times per month November through February)	EA	12	\$	\$
157	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
158	Fertilization (3 times per year)	EA	3	\$	\$
159	Mulch Supply and Install (Once a year)	CY	30	\$	\$
160	Litter and Debris Pick-Up	YR	1	\$	\$
161	Irrigation Maintenance and Repair Services	YR	1	\$	\$
162	Spring Clean-Up	EA	1	\$	\$

163	Fall Clean-Up	EA	1	\$	\$
164	Emergency Debris Removal Services	LS	1	\$	\$
165	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

TOTAL ANNUAL COST: (TOTAL ANNUAL COST AMOUNTS ADDED TOGETHER)	\$
INITIAL THREE (3) YEAR CONTRACT TERM TOTAL COST AMOUNT: (TOTAL ANNUAL COST X 3)	\$
RENEWAL OPTION NUMBER 1: TOTAL ANNUAL COST: (YEAR 4 + 3% INCREASE)	\$
RENEWAL OPTION NUMBER 2: TOTAL ANNUAL COST: (YEAR 5 + 3% INCREASE)	\$
TOTAL COST WITH RENEWAL OPTIONS: (INITIAL THREE (3) YEAR + 2 RENEWAL OPTIONS)	\$

ADDITIONAL SERVICES

ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
1	Edging	WK	1	\$	\$
2	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	1	\$	\$
2	Tree and Shrub Maintenance	WK	1	\$	\$
4	Exterior Color: Plants	WK	1	\$	\$
5	Ground Cover and Beds	WK	1	\$	\$
6	Parking Lots	WK	1	\$	\$
7	Weed Control (4 times per month March through October)	EA	48	\$	\$
8	Weed Control (3 times per month November through February)	EA	12	\$	\$
9	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
10	Fertilization (3 times per year)	EA	3	\$	\$
11	Mulch Supply and Install (Once a year)	YR	1	\$	\$
12	Litter and Debris Pick-Up	YR	1	\$	\$
13	Spring Clean-Up	EA	1	\$	\$
14	Fall Clean-Up	EA	1	\$	\$
15	Arborist/Horticultural Services	EA	1	\$	\$

16	Irrigation Inspection, Maintenance and Repair Services	EA	1	\$	\$
----	--	----	---	----	----

Attachment “C”

Aerial Images and Locations

Browns Mill Park Complex

61.1 Acres



Southeast Athletic Complex

95.51 Acres



Salem Park



11.45 Acres



Gregory Mosely Park

6.69 Acres



Fairington Park

14.45 Acres



Botanical Garden at Fairington Park

65.66 Acres



Everett Park

43.45 Acres



Miners Creek / Panola Shoals Trailhead

81.5 Acres



Miller Grove Park

10.08 Acres



**PROFESSIONAL SERVICES AGREEMENT FOR
PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE
SERVICES**

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and _____ ("Contractor").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing landscape and maintenance services at City Parks, Sports Fields, Trails and Trailheads; and

WHEREAS, the City of Stonecrest sought bids from qualified firms for _____; and

WHEREAS, the City desires to engage _____, and _____ agrees to render certain _____ to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City by December 31, 2024. ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) year, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

4. RELATIONSHIP OF THE PARTIES.

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

5. WARRANTY ON SERVICES RENDERED. The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

6. TERMINATION FOR DEFAULT.

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY"

paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
 - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
 - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting

problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

14. WORK ON THE CITY'S DESIGNATED PREMISES. In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

15. CONFLICTS OF INTEREST. Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

16. CONFIDENTIAL INFORMATION. Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

17. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

18. ATTORNEYS' FEES. Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

19. GOVERNING LAW AND CONSENT TO JURISDICTION. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

20. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: gscruggs@stonecrestga.gov

With copies to:

City Attorney
Denmark Ashby, LLC
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354
Email: wdenmark@fincherdenmark.com

If to the Contractor:

CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR EMAIL

21. NON-WAIVER. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

22. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

23. INTERPRETATION. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

24. AMENDMENTS. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

25. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

26. ENTIRE AGREEMENT. This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

27. CAPTIONS. The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY:

TITLE:

[Seal]

ATTEST (sign here):

Name (print):

DATE:

APPROVED AS TO FORM:

City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

CONTRACTOR,

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: _____

DATE: _____

EXHIBIT A
SERVICES

SAMPLE

EXHIBIT B
COST PROPOSAL
(See Exhibit A)

SAMPLE

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

Workers Compensation (WC): Required NO EXEMPTIONS

Commercial General Liability (CGL):

- Each Occurrence Limit \$1,000,000
- Personal & Advertising Injury Limit \$1,000,000
- General Aggregate Limit \$2,000,000

Products/Completed Ops. Aggregate Limit \$2,000,000

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

- Each Occurrence \$1,000,000
- Aggregate \$2,000,000

Umbrella Liability \$2,000,000

Policy must include coverage for Contractual Liability and Service Providers.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Service Provider does not own vehicles, the Service Provider shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9, as amended. Any Service Provider performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Service Provider and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A.) Annotated §34-9-9-8 and 34-9-11.1.

Service Provider must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Service Provider who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Service Provider's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Service Provider has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Service Provider. The Service Provider is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Service Providers including but not limited to the construction industry.

EXHIBIT D

DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is

_____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

EXHIBIT E
PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



PURCHASING POLICY OF THE CITY OF STONECREST, GEORGIA

LAST REVISED: 02.10.25, 03.10.25

TABLE OF CONTENTS

SECTION I – GENERAL PROVISIONS	4
(1) PURPOSE AND OBJECTIVE	4
(2) SCOPE OF POLICY	5
(3) DEFINITIONS.....	6
SECTION II – ETHICS IN PROCUREMENT	12
SECTION III – PROCUREMENT OFFICIAL.....	16
SECTION IV – PROCUREMENT PROCESS	18
SECTION V – PURCHASING THRESHOLDS	23
(1) PURCHASING THRESHOLDS MATRIX.....	23
(2) PURCHASING THRESHOLDS EXPLAINED	24
SECTION VI – COMPETITIVE PROCUREMENTS	26
(1) INFORMAL SOLICITATIONS	26
(2) FORMAL SOLICITATIONS	27
(3) Solicitations Requiring Public Notice in Georgia Procurement Registry (GPR)	38
SECTION VII – NON-COMPETITIVE PROCUREMENTS	38
SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING.....	44
SECTION IX – PREFERABLE GOODS AND SERVICES.....	44
(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA	45
(2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES.....	46
SECTION X – PROTESTS, SUSPENSION, and DEBARMENT	49
SECTION XI – PROPERTY DISPOSAL	49
APPENDICES	51
APPENDIX A: Projects Using FAHP, GDOT, AND Federal Funding	55
APPENDIX B: SAMPLE REQUISITION FORM	58
APPENDIX C: SAMPLE SOLICITATION REQUEST FORM	60
APPENDIX D: SAMPLE SOLE/SINGLE SOURCE PROCUREMENT REQUEST AND JUSTIFICATION FORM	67
APPENDIX E: SAMPLE EMERGENCY PROCUREMENT REQUEST AND JUSTIFICATION FORM	69
APPENDIX F: SAMPLE CITY/EMPLOYEE OFFICIAL CONFLICT OF INTEREST DECLARATION FORM	72
APPENDIX G: SAMPLE EVALUATOR CONFLICT OF INTEREST DECLARATION FORM	74
APPENDIX H: SAMPLE DBE OBJECTIVES AND GOALS	76
APPENDIX I: EXAMPLE OF DBE GOALS.....	78
APPENDIX J: SAMPLE DBE GOOD FAITH EFFORTS FORM.....	79

DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING: THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.

SECTION I – GENERAL PROVISIONS

(1) PURPOSE AND OBJECTIVE

The purpose of this policy is to provide guidance to personnel engaged in the purchasing process throughout the City of Stonecrest. Officially publish the administrative rules governing the City's purchasing and procurement activities for acquisition and contracting of Goods, Services, Professional Services, Real Estate, and Capital Assets. This policy is to ensure compliance with the State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.), Georgia Statutes, City Charter, City Procurement Code (*Reference Purchasing Policy, Procurement Processes and Procedures*), State of Georgia Commission of Ethics, and Georgia Office of Inspector General (GOIG), and National Institute of Government Purchasing (NIGP) and the Institute for Supply Management (ISM) and applicable additional requirements when utilizing SPLOST, ARPA, Federal Grant Funds.

Additionally, this policy provides clarification on the duties, responsibility and authority of City Council, City Manager, Procurement Official and City staff participating in purchasing and procurement activities on the behalf of the City. This policy defines the Procurement Departments functions and outlines processes and procedure providing internal oversight, controls, and mechanisms needed to allow the City to meet the following goals:

- A. Ensure that tax dollars are spent in the most transparent, economical and efficient manner;
- B. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- C. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- D. Safeguard the quality and integrity of the City's procurement process;
- E. Ensure compliance with state, local, and federal laws and regulations pertaining to procurement;
- F. Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- G. Administer procurement contracts and contract amendments;
- H. Properly dispose of all material and equipment declared to be surplus or obsolete; and
- I. Maintain proper record keeping of all purchasing and procurement activities.

In addition, this policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations,

reduce costs and liabilities, and improve the environmental quality of the region. This policy will guide the City's efforts in procuring environmentally preferable Goods and Services.

The philosophy behind this policy is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

(2) SCOPE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Stonecrest, and confer no rights, duties or entitlements to any vendor, bidder or proposer.

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. The policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

As part of the audit process, the internal controls and accounting processes outsourced to municipal services Vendors will be evaluated and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is not exempt from the City's adopted Purchasing Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.

The provisions of this policy do not apply to procurements for the following:

- A. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq.*;
- B. Services and construction whose procurement falls under a conflicting federal or Georgia statute;
- C. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;
- D. Antiques and other unique assets of historical value, including restoration of these items;
- E. Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, except as provided in Section VII(F) (Real Estate Acquisitions);
- F. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;

- G. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;
- H. Dues, memberships, and board member fees;
- I. Insurance procured through a negotiating process;
- J. Legal services, litigation, experts and materials, and related legal expenses;
- K. Items or services procured for resale or to generate a revenue;
- L. Advertisements including, but not limited to, bid/proposal solicitations and legal advertisements required by law or by City policy;
- M. Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;
- N. Subscriptions and dues established during the budget process;
- O. Utilities;
- P. Seized Property included in a court order authorizing disposal;
- Q. Grant awards or agreements that require certain firms or individuals to perform the work;
- R. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation, except as provided in Section VIII.

(3) DEFINITIONS

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.
- B. **AMENDMENT** means an agreed upon change order, addition to, deletion from, correction or modification of a Contract including a Contract Extension or a Contract Renewal.
- C. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- D. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.
- E. **CAPITAL ASSET** is an item of personal property having a normal life expectancy of three years or more other than components.

- F. **CITY** means the City of Stonecrest and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards and staff.
- G. **CITY ETHICS POLICY** shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.
- H. **CITY FINANCE DIRECTOR/FINANCE DIRECTOR** means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- I. **COMPETITIVE AWARD** means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
- J. **CONSTRUCTION** means the process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials therefor. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- K. **CONSTRUCTION SERVICES** means services rendered by an independent and licensed contractor having expertise in Construction.
- L. **CONTRACT** means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
- M. **CONTRACT EXTENSION** means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- N. **CONTRACT RENEWAL** means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
- O. **COOPERATIVE PURCHASE** means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

- P. EMPLOYEE** means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term “employee” shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- Q. EMERGENCY** means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- R. EMERGENCY PROCUREMENT** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- S. END USER** means the Department/Division that uses the goods, services, or work after purchasing or receiving it and directly benefits from its use. End Users have the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The End User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The End User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.
- T. ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES** means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- U. GEORGIA PROCUREMENT REGISTRY** means the state’s central bid registry established by the Department of Administrative Services, which provides a public listing of solicitations posted by state entities and local governments.
- V. GIFTS or FAVORS** means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.
- W. GOODS or COMMODITIES** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- X. GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).
- Y. INFORMAL WRITTEN QUOTES (IWQ)** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does

not require a more formal Bid or proposal process.

- Z. INVITATION TO BID (ITB)** means a method used solicit competitive sealed bid responses based on price.. A contract/PO can be issued to the lowest responsive and responsible bidder. This method requires a well-defined scope of work/services, bid line items and additional relevant information is needed to ensure bidders have sufficient information to submit a final bid cost proposal in response to the solicitation.
- AA. LATE BID/PROPOSAL** means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.
- BB. LIFE CYCLE COST ASSESSMENT** means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- CC. MULTIPLE AWARD CONTRACT** means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- DD. NEGOTIATED AWARD** means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.
- EE. OFFICIAL** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.
- FF. ORDINANCE** means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- GG. PAYMENT TERMS** means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- HH. PERFORMANCE BOND** means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.
- II. PERSON** means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- JJ. PIGGYBACK PURCHASE** means using an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract. Suppliers must offer the

City the same prices, terms and conditions as that of the issuing entity.

- KK. PRACTICAL** means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- MM. PRE-QUALIFICATION** means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.
- NN. PROCUREMENT** means the process of acquiring products, goods, and services by balancing and negotiating prices, resources, and time for business purposes. It involves strategic selection and purchasing to ensure the organization has the necessary resources to operate competitively and effectively. Procurement represents more strategic and less purely transactional process. Procurement involves strategic selection and purchasing of materials by finding the right suppliers, negotiating contracts, and assisting with managing relationships with stakeholders, Vendors and the community.
- OO. PROCUREMENT OFFICIAL** means the principal purchasing official directing, monitoring and overseeing purchasing and procurement activities of the City (Section III – Procurement Official). This person is appointed by the City Manager. The Procurement Official is authorized to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- PP. PROFESSIONAL SERVICES** means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include, but are not limited to, evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- QQ. PROPOSER** means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.
- RR. PURCHASE ORDER** means a document approved and issued by the Procurement Official or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- SS. PURCHASING** is the organized acquisition of goods and services on behalf of the buying entity. Purchasing is also the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City.
- TT. REAL ESTATE** means land and any improvements and appurtenances thereto.
- UU. REAL ESTATE ACQUISITION** means the acquisition of a fee interest, estate for years or

usufruct in Real Estate by purchase or lease.

- VV. REQUEST FOR PROPOSALS (RFP)** means all documents utilized for soliciting proposals for Goods, Capital Assets or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- WW. REQUEST FOR QUALIFICATIONS (RFQ)** means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.
- XX. REQUESTOR** means the employee entering a Purchase Requisition into Tyler or submitting a Purchase Requisition Request Package to the Procurement Department seeking authorization and assistance to procure good and/or services.
- YY. REQUISITION** means an internal document, provided by a department to the Procurement Official that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- ZZ. RESPONSIBLE BIDDER OR PROPOSER** means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.
- VV. RESPONSIVE BIDDER OR PROPOSER** means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- WW. SERVICES** mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- XX. SHORTLISTING** means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- YY. SINGLE-SOURCE PROCUREMENT** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- ZZ. SOLE-SOURCE PROCUREMENT** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given

Purchasing need of the City.

AAA. SOLICITATION DOCUMENTS means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the City to procure Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

BBB. SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

CCC. SUPPLIER, MERCHANT OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

DDD. SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.

SECTION II – ETHICS IN PROCUREMENT

Every person, business, or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section II. Whenever this Section II conflicts with the City Code of Ethics, the City Code of Ethics shall control.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

1. The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
3. An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of

interest with regard to matters pertaining to that substantial interest. *See* Appendix C for Sample City Employee/Official Conflict of Interest Disclosure

4. All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.
5. The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. *Gratuities and other benefits.* It shall be unethical for any Employee or Official to directly or indirectly solicit, demand, receive, accept, or agree to receive any gratuity, reward, offer of employment, services, or thing of value from any person, business, or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

It shall further be unethical for any person, business, or entity to offer, give, or agree to give or offer to give any Employee or Official any gratuity, reward, offer of employment, services, or thing of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.

- i. A “thing of value” shall not include:
 - a. Any gift with a value less than ***\$100.00***;
 - b. Food or beverage consumed at a single meal or event;
 - c. An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
 - d. Promotional items generally distributed to the general public or to public officers;
 - e. Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their Goods and Services are acceptable and are the property of the City; and
 - f. Educational events, materials, and meals as described in subparagraph (ii).
- ii. *Educational Events.* Nothing in this section shall preclude an Employee or Official of the City from attending seminars, courses, lectures, briefings, or similar functions at any person, business, or entity’s facility or at any other

place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the person, business, or entity's products or services and is one which the City Manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from receiving meals or educational materials and business related items of not more than nominal value from a person, business, or entity. However, no Employee or Official shall accept or receive free travel or lodging for less than the value thereof from a person, business, or entity.

2. *Kickbacks and Rebates.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.
3. *Contract Clause.* The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be referenced in every Contract and Solicitation.

C. Prohibition Against Contingent Fees

It shall be unethical for any Person to be retained, or to retain a Person, to solicit or secure a Contract upon any agreement or understanding for a contingent fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors. A "contingent fee" as used in this subsection C, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a Person has in securing a city Contract.

D. Use of Confidential Information

It shall be unethical for any Employee or Official to knowingly disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

F. Penalties and Sanctions

1. *Legal or disciplinary action by City Council.* The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.
2. *Legal or disciplinary action by City Manager.* The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Ethics Policy.
3. *Administrative penalties for Employees.* The City Manager may impose any one or more

of the following penalties or sanctions on an Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

- a) Oral or written warnings or reprimands.
 - b) Suspensions with or without pay for specified periods of time.
 - c) Termination of employment.
4. *Administrative penalties for outside contractors/Vendors.* The City may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:
- a) Written warnings or reprimands.
 - b) Termination of Contracts.
 - c) Debarment or suspension.

G. Vendor Contact During Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Procurement Official named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

H. Evaluator Conflict of Interest

The role of an Evaluation Committee is to objectively evaluate bids/proposals and to identify and recommend the most advantageous bid/proposal. A conflict of interest arises where an Evaluation Committee has some other interest that could materially interfere with their duty to act impartially in the evaluation process.

Evaluation Committee members will be asked to sign a disclosure indicating any conflict of interest before participating in the evaluation. *See Appendix D* for the Sample City Evaluator Conflict of Interest Disclosure. Evaluation Committees may include external specialists and technical experts, if required. Each members' impartiality is equally important as their professional expertise and proficiency throughout the evaluation process. To participate on the Evaluation Committee, each person agrees to declare any conflict of interest, discharge their obligations and responsibilities to the highest standards of integrity, carry out the duties impartially and fairly and refrain from fraud and corruption. They must follow the evaluation rules set out in the bidding documents and the instructions provided to them by the Evaluation Committee Chair.

SECTION III – PROCUREMENT OFFICIAL

The City Council appoints the City Manager, or such other Employee designated by the City Manager, to serve as the Procurement Official for the City, until such time an independent third party is appointed and contracted by the City Council to serve as the Procurement Official under the direction and control of the City Manager.

A. Duties and Responsibilities

The Procurement Official shall faithfully discharge the following duties and powers of said office:

1. Direct efforts to procure Goods, Capital Assets, Real Estate, Services, Construction Services and Professional Services in accordance with the requirements of this Purchasing Policy, City of Stonecrest Code of Ordinances, and Georgia law, and federal when applicable.
2. Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
3. Manage and supervise purchasing staff.
4. Review and approve requisitions.
5. Review and approval solicitation drafts prior to release.
6. Control and supervise all City storerooms and warehouses.
7. Maintain and adhere to all City purchasing procedures and the Purchasing Policy.
8. Recommend revisions to the Purchasing Policy and related procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes. Revisions to this Purchasing Policy shall be subject to the approval of City Council.
9. Plan and implement processes for the ongoing protection of the City's interests.
10. Establish guidelines, within the Purchasing Policy, governing the review and approval of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
11. Maintain an inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the

Finance Director that include:

- a) Titles of all formal solicitations and the method of source selections to be used.
 - b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
 - c) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.
 - d) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.
 - e) Amendments or change orders authorized by the Procurement Official and the dollar amount and reason.
 - f) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.
 - g) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.
12. Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
 13. Determine the most advantageous method of procurement in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
 14. Ensure that all Contracts are reviewed and approved by the City Attorney pursuant to Section 3.08 of the City Charter.
 15. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
 16. Create agenda items when solicitations, piggyback, cooperative purchases require the approval of City Council.
 17. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.

18. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
19. Where in the best interest of the City, require Bid/Proposal Bonds, insurance and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.
20. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Procurement Official, it is in the City's best interest to do so.
21. Reject any and all bids, when in the opinion of the Procurement Official it is in the City's best interest to do so.
22. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
23. Make recommendations on Contract approval, rejection, Amendment, and cancellation.
24. Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.
25. Provide and update all forms to procure Goods, Services, and Professional Services, as needed.

SECTION IV – PROCUREMENT PROCESSES AND PROCEDURES

The procurement process begins when the need to obtain goods or services is identified. All functions that pertain to the acquisition, including competitive procurement, contract negotiation and award, and all phases of contract administration are included in the procurement process.

To initiate a procurement process, the following initial steps must be taken:

1. *Determine Need:* The End User is responsible for determining the need for a good or service and providing appropriate documentation and justification therefore, including a purchase requisition.
2. *Determine Funding:* The End User is responsible for ensuring funds are budgeted and made availability prior to initiating any purchases. The End User must provide the specific budget account numbers.
3. *Determine Specifications:* The End User is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.

Note: All purchase requests must be submitted far enough in advance to allow the Procurement Official time to review the request, ensure sufficient information has been provided, ensure purchases and expenditures are authorized, and facilitate a proper procurement process.

Note: *Acceptance of Procured Item or Service:* End Users are responsible for advising the Procurement Department in writing when goods have been received and when services have been completed to their satisfaction. Invoices for payment must be signed and dated.

Note: Returns/Unsatisfactory Services: All returns must be initiated by the End User through the Procurement Department.

Note: Contract/Agreement Changes: The Procurement Official will review and process all Contract/Agreement Amendments, Modifications or cancellations. Such requests must be submitted to Procurement@stonecrestga.gov.

A. **Small Purchases (Under \$4,999.99):** Requisitions/Purchase Orders are not required. However, End User's must attempt to obtain additional quotes (verbal, written) to obtain fair and reasonable pricing whenever possible. *Refer to Page 21-24, for additional information.*

1. Purchase Orders: Vendors may require a Purchase Order prior to providing goods and/or services. If so, the Requestor must complete a Purchase Requisition Request Form and provide supporting documentation (if available quote, price list, etc.). The request must be submitted to the Procurement Department at Procurement@stonecrestga.gov for review and processing.
2. End User may create a Purchase Requisition in Tyler as a "Requestor". The Purchase Requisition should include quotes/price list whenever available. Purchase Requisitions will be reviewed and approved by the department director and Procurement. Upon completion of the review and approval process, a Purchase Order will be issued. *Refer to Page 21-24 for additional information.* **Upon completion of Procurement Training departments will submit purchase requisitions into Tyler.
3. **Invoices:** A Purchase Requisition is created, reviewed and approved to generate a Purchase Order to encumber funds and process payments. End Users may create a Purchase Requisition to generate Purchase Order and encumber funds which will be used to make payment to Vendors. Invoices process through the Procurement Department must be signed and dated. Please submit such request to Payable@stonecrestga.gov.

B. **Purchase Requisition & Purchase Orders (\$5,000.00 – 49,999.99):**
A Purchase Requisition is required to initiate the procurement process. A Requisition is a request to purchase Goods, Capital Assets, obtain Services, Construction Services or Professional Services. End Users must complete and submit a Purchase Requisition Package to Procurement@stonecrestga.gov for review and processing. *See Appendix C for sample Purchase Requisition Request Form.*

1. Purchase Requisition Package must contain the following information and supporting documentation:

- ✓ Requestor's / End User's information – name and contact information of the department/division, department director information and signature and Employee preparing the purchase Requisition.
- ✓ Date request submitted to Procurement.
- ✓ Need by date – must state a definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
- ✓ Complete description of items being purchased or scope of work/services to be provided or performed, technical specifications of goods or services. This information should be provided in the quote/proposal/estimate provided by the Vendor.
- ✓ Quantity(ies).
- ✓ Total or Estimated cost.
- ✓ Delivery destination (address).
- ✓ Complete budget account number to be encumbered.
- ✓ Vendor Name and Vendor Registration ID No. If the Vendor is not registered as a Vendor with the City, please contact Procurement for assistance.
- ✓ Previous purchase information, quotation, or contract (if known).
- ✓ Names and contact information of Known or suggested Vendor(s).
- ✓ Additional supporting documentation (Approved Emergency, Sole/Single Source Justification Forms, Certificates of Insurance as applicable, etc.)

NOTE: Obtain all required approvals prior to submitting a request to the Procurement Department. *Refer to Page 21-24*

C. Purchase Orders (PO's):

Purchase Order's (PO's) are generated in Tyler upon the completion of the purchase requisition review and approval process. Refer to Page 21-24.

1. Purchase Requisition Entered by the Procurement Department:

- ✓ The End User will complete and submit a Purchase Requisition Request Package to Procurement@stonecrestga.gov.

- ✓ A Purchase Requisition will be created by the Procurement Department. All required supporting documentation will be attached.
 - ✓ The Purchase Requisition will be submitted for review and approval. Refer to Page 21-24
 - ✓ Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
 - ✓ The End User will receive an e-mail containing a copy of the PO.
 - ✓ The End User will provide a copy of the PO prior to requesting or receiving any goods or services.
 - ✓ The Vendor MUST reference the PO No. on the invoice.
 - ✓ The End User must ensure the PO No. is referenced on the invoice prior to submitting for processing of payment.
2. Purchase Requisitions Entered by End Users (Requestor):
- ✓ Purchase Requisition: Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
 - ✓ The Requestor will receive an e-mail containing a copy of the PO.
 - ✓ The Requestor will provide a copy of the PO prior to requesting or receiving any goods or services.
 - ✓ The Vendor MUST reference the PO No. on the invoice.
 - ✓ The Requestor must ensure the PO No. is referenced on the invoice prior to submittal for processing of payment.
3. PO Change Orders: Change orders are permissible when there is a need to correct budgetary information, correct account distribution information, quantity(ies), addition/deletion of line items, change in description and unit price. The Procurement Official will review all requests for change orders. Change orders cannot be used to circumvent the procurement process and the original scope of work/services cannot substantially change the Contract/Agreement/PO. Change orders may be necessary to address unforeseen circumstances (as applicable).
- ✓ **Note:** If there is a change to the quoted price, a change order will be required. If the change order is more than **\$49,999** and not associated with an existing contract (City Contract/Agreement, piggyback, co-operative), additional information and additional approval is required and must follow the established purchasing thresholds. *Refer to Page*

22-23, Section V.

D. Contracts: All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.

1. Contracts/Agreements < \$50,000.00: Require the approval of the Department Director, Procurement Official, City Attorney, and City Manager. The Procurement Official will obtain the required approvals and facilitate the contract execution process.
2. Contracts/Agreements > *than* \$50,000.01 Require the approval and signature of the Department Director, Finance Director, Procurement Official, City Manager, City Attorney, and Mayor with City Council approval.
3. If a City Contract/Agreement is required and appropriate upon the completion of a procurement process, the Procurement Official with the assistance of Procurement staff will draft the Contract, obtain required approvals and complete the execution process within both the City Manager and City Council award authorities.
4. If a City Contract/Agreement is required and appropriate and requires the City Council and Mayor's approval, the Procurement Official will work with the End User to create and submit an agenda item for the next most feasible City Council meeting.
5. If a Vendor Contract/Agreement is required and appropriate, the Procurement Official will review the Contract/Agreement for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation.
6. The Procurement Official will route Contracts/Agreements to Legal for review and approval.
7. Upon receipt of Legal approval, the Procurement Official will secure all approvals prior to execution of a Contract/Agreement.
8. The Procurement Department will provide a copy of the executed contract to the Vendor and End User.
9. BidNet Contract Management System is utilized to store and monitor City contracts. Contract renewal alerts are sent to the responsible parties for review and processing. Contracts are uploaded to the Vendor's Registration in Tyler. However, upon activation of the Contract Module in Tyler, all contracts will be added and monitored through Tyler in addition to the services provided through Bid Net.
10. City contract terms are One (1) year with Four *(4) One (1) year renewal option for a total possible term of five (5) years, when applicable.
 - ✓ Vendor Performance Evaluations are to be performed annually prior to renewing a Contract/Agreement. End User's (Assigned Project Manager)

will complete the Vendor Performance Evaluation Form.

- ✓ Vendor Evaluations will be uploaded to Tyler and Bidnet.

11. Contract/Agreement Termination for Unsatisfactory Performance Process: Contracts may be terminated for convenience and cause due to failure to meet/performance the obligations in accordance with the Contract/Agreement. Except where public health and safety are at risk, the work or services will be halted. The Contract/Agreement may be terminated immediately if in the best interest of the City.

➤ Unsatisfactory Performance: Requires a Vendor Performance Evaluation form to be completed. End User (Assigned Project Manager/Management) must submit the completed form to the Procurement Department with supporting documentation.

1. A meeting will be held to discuss concerns with the Vendor. A Verbal Warning will be given with a 30-day timeframe to remediate and take corrective action(s).
2. A second meeting will be held to discuss concerns with the Vendor in reference to failure to remediate and take corrective action(s). A written warning will be given with a 30-day or less timeframe to remediate and take corrective action(s).
3. A third meeting will be held to discuss termination of Contract/Agreement consistent with the terms and conditions of the executed contract.
4. If a performance and payment bond is in place, the City will follow appropriate steps and work with surety company to address alternative options as needed and required by the State Purchasing Act.

12. Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered.

13. The Procurement Official will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price.

14. If a quoted price of the change order is more than **\$50,000.00**, it shall require additional Requisition and approval from all necessary parties pursuant to the Purchasing Thresholds. The Procurement Official cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

E. Retainage:

Retainage - Public Projects/Public Works: The Georgia retainage laws governing public works

projects is found under GA Code §13-10-80. These rules apply to almost every type of public construction project in Georgia. The only exceptions being projects contracted by the Department of Transportation or contracts whose value or duration is less than **\$150,000** or 45 days. Any other construction project funded by a Georgia state or local government is subject to these provisions.

After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents, less retainage; and

- A. Retainage to a maximum of 5 percent of each progress payment. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.
- B. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor.
 - If at that time there are any remaining incomplete items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear.
- C. The contractor shall, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the contractor's retainage is reduced by the owner; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.
- D. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

- E. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.
- F. Deposits/Partial Payment Requests:
Deposits (Partial Payments) are permissible when this is a standard requirement of the Vendor to obtain goods and services. (Examples: Advertisement, Branding, Entertainment). Refer to Travel Policy for travel-related purchases and expenses.

SECTION V – PURCHASING THRESHOLDS

The following dollar amounts and approvals apply to all city departments. **In accordance with the City Code of Ordinances and Resolution No. (effective 2/10/25)**

(1) PURCHASING THRESHOLDS MATRIX

	Procurement Method*	Purchase Requisition & Internal Request Forms Required Approvals	Award Authority	Amendments/ Change Orders
≤ \$4,999.99	Requisition/Purchase Order necessary, unless requested by Vendor, paid with P-Card and payment to be made upon receipt of invoice.	1. Department Director 2. Finance Department (as needed) 3. Procurement Official	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	Increases greater than \$50,000 (excluding any contingency) require additional Requisition and approval from all necessary parties
\$5,000 - \$9,999.99	Three verbal quotes - Requisition, Purchase Order , and/or Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	
\$10,000 - \$49,999.99	Competitive Procurement: Informal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official 4. City Manager 5. City Attorney (contracts/agreements)	1. City Manager (contracts/agreements) 2. City Attorney (contracts/agreements)	
\$50,000 & >	Competitive Procurement: Formal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate Contract as appropriate	1. Department Director 2. Finance Department (as needed) 3. Procurement Official 4. City Manager (contracts/agreements) City Attorney (contracts/agreements)	1. City Manager 2. City Attorney (contracts/agreements) 3. City Council 4. Mayor	
Note: Purchase Requisitions & Internal Request Forms REQUIRED approvals requires written approval on all applicable forms. If a requisition is submitted in Tyler, the review and approval process will follow as indicated as applicable.		* The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. See Section VII (Noncompetitive Procurements). Piggyback Purchases exceeding the City Manager award authority will require City Council approval. Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Section VII. **City Council: Expenditures which exceed the original award amount and available annual budget requires City Council approval. **Communications/IT Purchases: COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR		

(2) PURCHASING THRESHOLDS EXPLAINED

Though competitive procurement may not be required under the applicable purchasing threshold, the Procurement Official may require the purchase to be competitively procured if he or she deems it necessary to best serve the interests of the City.

A. Small Purchases (“Discretionary Purchases”): Purchases made up to **\$4,999.99** are considered “Discretionary Purchases”. Within this threshold amount, End Users can obtain at least one quote/estimate/proposal written or verbal to obtain goods and services. End Users must attempt to obtain fair and reasonable pricing whenever possible. Verbal quotes/estimates/proposals are acceptable. However, if a quote/estimate/proposal is available and offered, please obtain one.

- ✓ A purchase requisition is not required unless the Vendor requires a PO or payment is made with a Purchasing Card (P-Card). If a PO is required, Please refer to Purchase Requisitions Form for additional information.
- ✓ Required Approval: Department Director. Failure to obtain prior approval will require written justification signed by the Department Director.
- ✓ If a Vendor Contract/Agreement is involved, submit a copy with supporting documentation to the Procurement Department for review and processing prior to requesting or obtaining goods and/or services.
- DO NOT SIGN Contracts/Agreements. The City Manager and Mayor are the only ones authorized to sign.
- All Contracts/Agreements must be reviewed and approved by the City Attorney

B. Purchases from **\$5000 - \$9,999.99**: A Purchase Requisition is required within this purchasing threshold. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals are required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
 - The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
 - If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the

Procurement Department for review and approval unless the Requestor submits a Purchase Requisition in Tyler for review and approval.

- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official. Failure to obtain prior approval will require written justification signed by the Department Director.

C. Purchases from \$10,000 - \$49,999.99: A Purchase Requisition is required within this purchasing threshold amount. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals is required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
 - The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
 - If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the Procurement Department for review and approval unless a Purchase Requisition is submitted in Tyler for review and approval.
- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official, and City Manager. Failure to obtain prior approval will require written justification signed by the Department Director.

D. Purchases from \$50,000.00 and greater: A Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. Upon completion of the procurement and award process, a Purchase Requisition may be created and a Purchase Order may be issued when applicable or a Contract/Agreement may be executed *See Formal Solicitations*; Section VI (2).

- ✓ Required Approvals: Department Director, Procurement Official, Finance Director, City Manager, and City Council must approve the purchase.
 - ✓ If a Contract/Agreement is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor or City Manager.
 - ✓ If procuring through non-competitive methods, please refer to the applicable section herein.
- E. Purchase Orders to Pay Invoices: A Purchase Requisition and the issuance of a Purchase Order (PO) is required to process payments to Vendors and to encumber the department's funds, except when payment is made with a Purchase Card (P-Card). All invoices must be e-mailed to Payables@stonecrestga.gov for processing. End Users Invoices must signed, dated and included the required supporting documentation (original quote/estimate, additional quote/estimate, copy of Contract / Agreement packing slip/receipt, etc. as applicable).
- F. *State/Federal Grants or Funds*. Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. *See* Projects Using Federal Aid Highway Program (FAHP), GDOT Funding, Section VIII. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.

SECTION VI – COMPETITIVE PROCUREMENTS PROCESS

(1) INFORMAL SOLICITATIONS

Requests for informal quotes, bids, and proposals are Informal Solicitations (“IS”) that are prepared and issued with the goal of obtaining competitive responses. IS shall be used for all Purchases from **\$10,000 - \$49,999.99**, unless otherwise provided by this policy. The steps to complete an IS are outlined below. Unless otherwise provided in this policy and procedures: If procuring through non-competitive methods, please refer to the applicable section herein.

To initiate an Informal Solicitation the End User must complete the following:

A Purchase Requisition Package and submit it to the Procurement Department at Procurement@stonecrestga.gov for review, approval and processing.

1. The Purchase Requisition Package must include the following:
2. For Goods: General specifications, technical specifications.
3. For Services: A detailed Scope of work/services to be performed.
4. Cost estimate, with an itemized price list, if known

Note: The Procurement Official may determine a formal solicitation is needed.

5. A list of Vendors to be contacted, as applicable.
- A. *Public Notice.* The Procurement Official shall, at a minimum, post a copy of the IS on the City's website, and provide any additional public advertisement if required by law, as required by the State of Georgia and as amended.
- B. Procurement Official and End User shall evaluate the responses to the IS. On or after the due date indicated in the IS, the Procurement Official shall determine which quote, bid, or proposal best serves the City's interests. A certificate of Insurance will be requested, as required by the State of Georgia requirements, as required by the State of Georgia and as amended.
 1. Tie informal quotes/bids shall be handled in the same way as tie formal bids. A split or partial award may be given to the lowest cost provider of each item or reasonable grouping of items if:
 2. The IS requires multiple Goods or Services;
 3. More than one Vendor provides a quote/bid/proposal that meets the specifications for the Goods or Services;
 4. A price comparison can be made between the Goods or Services; AND
 5. An acquisition, delivery, and other requirements can be reasonably administered.

(2) FORMAL SOLICITATIONS

Purchases from ***\$50,000 and greater*** a Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. The Solicitation Request Package must be submitted to Procurement@stonecrestga.gov for review, approval and processing.

The Procurement Official shall determine the best procurement method appropriate based on the type of goods and services being solicited and information provided by the End User.

Note: A Bid/ Proposal Bond or Performance Bond may be required as a part of the solicitation requirements.

- A. Invitation To Bids (ITB)
Invitation To Bids (ITB) are prepared and issued with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services.

A PO or Contract/Agreement will be awarded to the lowest responsive and responsible bidder meeting the requirements of the solicitation.

The process to initiate and complete an ITB is outlined below:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.

2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.
3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.
4. The End User will review the solicitation draft, provide suggested revisions if needed, complete and return the Solicitation Review form to the Procurement Department for review.
5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.
6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.
7. A calendar invite will be sent to the End User so they may attend the bid opening meeting (in-person/virtually via Microsoft Teams)
8. Public Notice: The Procurement Official shall advertise the ITB on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the ITB and shall be advertised a minimum of thirty (30) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D) Emergency Procurement. In such event, the requirement for public notice may be reduced by the Procurement Official.
9. Correction/Withdrawal of Bids: Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the ITB; however, minor irregularities may be waived by the Procurement Official. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the ITB.
10. Addendums: Changes/Modifications to the original solicitation, supporting documents, including changes to the pre-bid/pre-submittal/pre-proposal and site-visit meetings, bids due date, time and location will be addressed by posting an addendum.
11. Bid Openings (Opening of Sealed Bids): Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*
 - ✓ Bids must be submitted electronically via BidNet (www.bidnet.com).
 - ✓ Paper submittals will not be accepted.

- ✓ Bid submittals are due on or before 3:00pm of the scheduled bids due date.
 - ✓ BidNet does not accept late bid submittals after the due date and time has elapsed.
 - ✓ Bids shall be opened in the presence of the Procurement Official or the designee. Other City staff may assist in this process as needed to serve as an additional witness at the time and place designated in the Invitation for Bids.
 - A calendar invite will be sent to the End User.
 - ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).
 - ✓ Opening of sealed bids will be open to the public (virtually or in-person) providing transparency in the procurement process.
 - ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).
 - ✓ Opening of sealed bids will be open to the public (virtually or in-person).
 - ✓ Bid Tabulation Sheet: The Bid Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.
 - All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.
 - ✓ Procurement will create and release a corrected Bid Tabulation Sheet as needed to correct errors made by Bidders.
12. Evaluation of Bids: Bids will be evaluated based on the qualification factors set forth in the ITB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose), vendor performance evaluation, lowest price, responsiveness and bidders' ability to show responsibility in providing goods and services. Bidders must be deemed responsive and responsible to the requirements provided in the ITB, to be considered.
- ✓ Upon completion of the internal vetting process, the lowest responsive and responsible bidder bid package will be provided to the End User for review.

The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

13. Contracts: Upon completion of the solicitation and internal review process, the awarded bidder will receive a Purchase Order when it is feasible to do so as the Contract document. Awarded vendors providing professional services may receive a Contract. If a Contract is required, a Purchase Order will be issued to obtain goods and services as applicable and to process payments. Exceptions to the City standard Contracts will require review and approval by the City Attorney. The Procurement Official will prepare and process all contracts. If the bid response exceeding the City Managers award authority of **\$50,000.00**, a recommendation for award will be presented to the City Council for review and approval.

- ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.
- ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

Agenda Items shall include the following:

- ✓ Cover Memo;
- ✓ Copy of the Final Solicitation Package;
- ✓ Copy Internal Procurement Vetting Form;
- ✓ Copy of the Notified Vendors List;
- ✓ Copy of the Bid Tabulation Sheet;
- ✓ Lowest Responsive and Responsible Bidder Submittal; and
- ✓ Contract/Agreement if appropriate.

14. Upon the award of bid, User amends Requisition and Procurement Official shall prepare a Purchase Order or Contract, if appropriate.

- ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.
- ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.
- ✓ If a Purchase Order is appropriate, a requisition will be created and

submitted to the appropriate approvers for approval. Supporting documentation consisting of the final solicitation, awarded bidders submittal, approved resolution and bid cost proposal, and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

- ✓ Contract expenditure will be monitored in Tyler. Contract expiration dates will be monitored via Bidnet and Tyler when contracts have been added to the system.
15. Multiple Awards: When feasible, bids may be awarded to multiple vendors (i.e. landscape services, goods such as OEM Parts). the City reserves the right to identify multiple source of supply for the same desired goods and/or services. Multiple awards should on be made when it is not possible or practical to make a competitive low bid award in the multiple award scenario, each supplier has equal standing and the state entity may choose amongst the awarded suppliers as permitted by the solicitation.
- ✓ Award to multiple Contractor's is made for the convenience of the City and does not exempt the Primary Contractor, or any of the other awarded Contractor's from fulfilling their contractual obligations. Failure of any awarded Bidder to perform in accordance with the terms and conditions of the contract may result in the awarded Contractor being deemed in breach of contract.
16. Split/Partial Awards: When feasible, split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.
- ✓ In the *split award scenario*, the solicitation has been divided into two or more parts and each part will be awarded to the best ranked supplier for that particular part. In a split award scenario, more than one supplier may receive a contract award; however, there is no overlap of contract awards. For example, an RFQ may identify multiple products that may be purchased from separate sources or an RFP may identify several different locations or facilities to be serviced separately. A split award is more likely to occur on a multi-line RFQ than with an RFP.
 - ✓ For an RFQ, each line item is awarded to the responsive and responsible supplier who had the lowest price for that particular line item and is clearly capable of performing and has reached agreement with the City as to contract terms. For an RFP, each part of the solicitation must be awarded to the supplier with the highest total score and with whom the state entity has reached agreement as to contract terms. Making a split award may or may not be the most economical solution for the state as there are costs associated in managing more than one contract. Ordinarily, split awards will not be made unless the saving to the state entity *exceeds*

5% of the total contract price or **\$500.00, whichever is greater**. However, the Procurement Official may make a split award even if those thresholds are not met, however the Procurement Official rationale should be documented.

17. Primary/Secondary Awards: In the *primary/secondary award scenario*, the state entity is identifying the primary source of supply for a particular contract and/or line item but is also designating a secondary (or "back up") source of supply for that same contract/line item. There are limited situations in which primary/secondary awards should be made as the state entity should reserve this award for a scenario in which backup sources of supply are expected to be needed on a continual basis. In the primary/secondary award scenario, the suppliers do not have equal standing. The state entity must attempt to use the primary supplier first and may only use the secondary (backup) supplier once certain conditions in the solicitation have been met.
 - ✓ The City will award the contract to the three (3) lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation.
 - ✓ While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the City will award this contract to the designated lowest Bidder as the Primary Contractor; and will award this contract to the designated second lowest Bidder as the Secondary Contractor respectively. The City may also make an award to the third lowest Bidder as the Tertiary Contractor.
 - ✓ The Primary Contractor shall have the first opportunity and responsibility to perform the services described in this Solicitation. If the Primary Contractor is unable or unavailable to respond in the time required by the City, the City shall have the right to request services from the Secondary Contractor. If the Secondary Contractor is unable to respond in the time required by the City, the City shall have the right to request service from the Tertiary Contractor.
 - ✓ The City reserves the right to terminate any awarded Vendor/Contractor from the contract for poor service delivery or failure to perform or respond to service requests, at the City's sole discretion. Awarded Contractor's may also be terminated from the contract for engaging in any action that brings the City's name and/or image into ill-repute.
18. Tie Bids: In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:
 - (i) A tie Bidder whose products are manufactured in Georgia would be recommended to the City Council for an award, over a Tie Bidder without products manufactured in Georgia. *See Section IX (1).*

- (ii) If the procedures in (i) above do not result in an award, then the tie Bidder who has environmentally preferable goods and services would be recommended to the City Council for an award. *See* Section IX (2).
- (iii) If the procedures in (i) and (ii) above do not result in an award, then to the extent permitted by law, a tie Bidder having an office within the limits of the City would be recommended to the City Council for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
- (iv) If the procedures in (i) through (iii) above do not result in an award, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Procurement Official or the designee of the Procurement Official. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.
- (v) If all of the procedures above do not result in an award, then, the Procurement Official or the designee of the Procurement Official in the presence of at least two witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the City Council.

B. Request for Proposals (RFP)

When the Procurement Official determines the use of an Invitation for Bids is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses.

To initiate and complete an RFP procurement process the following outline as follows:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.
2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.
3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.
4. The End User will review the solicitation draft, provide suggested revisions if needed,

complete and return the Solicitation Review form to the Procurement Department for review.

5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.
6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.
7. A calendar invite will be sent to the End User so they may attend the proposal opening meeting (in-person/virtually via Microsoft Teams)
8. Public Notice: The Procurement Official shall advertise the RFP on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFP and shall be advertised a minimum of thirty (30) calendar days prior to the date set for opening proposals, unless it can be demonstrated that an Emergency exists, pursuant to Section VII (D). In such event, the requirement for public notice may be reduced by the Procurement Official.
9. Correction or Withdrawal of Proposals: Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.
10. Proposal Opening (Opening Sealed Proposals):
 - ✓ Proposal must be submitted electronically via BidNet (www.bidnet.com).
 - ✓ Paper submittals will not be accepted.
 - ✓ Proposals submittals are due on or before 3:00pm of the scheduled proposal due date.
 - ✓ BidNet does not accept late submittals after the due date and time has elapsed.
 - ✓ Submittals shall be opened in the presence of the Procurement Official or designee. Other City staff may assist in this process as needed to services as an additional witness at the time and place designated in the RFP.
 - A Calendar Invite will be sent to the End User.
 - ✓ Opening of proposals will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Proposals openings will be open to the public (virtually or in-person) providing transparency in the procurement process.
 - ✓ The meeting will be recorded (digitally recorded/virtually recorded via Teams).
 - ✓ Proposal Tabulation Sheet: The Proposal Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.
 - Only the Proposers Name will be provided. Pricing will be provided upon completion of the evaluation process.
 - ✓ Procurement will create and release a corrected Proposal Tabulation Sheet as needed.
11. Evaluation of Proposals: The Procurement Official and Procurement staff will review proposals to ensure they meet the requirements specified in the solicitation and proposals address the criteria listed therein. Proposals that meet the requirements will be deemed Responsible and Responsive to the solicitation and its requirements.
- ✓ The Procurement Department will review all proposals to ensure it meets the requirements of the solicitation.
 - ✓ If a proposal does not meet the requirements of the solicitation, the proposer will be deemed non-responsive and non-responsible to the solicitation and its requirement and will move forward in the procurement process.
 - The Procurement Department will provide a written explanation of the non-responsive and non-responsible determination.
 - The Proposal will not be provided to the Evaluation Committee for review or consideration.
 - ✓ An Evaluation Committee (EC) will be selected by the Director of Finance and Procurement Official. EC members will individually review, evaluate and score responsive and responsible proposals.
 - ✓ Price proposals will be opened, and the applicable score will be added to determine the final shortlist and ranking of the proposers, if applicable.
 - ✓ The Procurement Department will review the individual scores and calculate and verify the average scores for each proposer to determine shortlisting and ranking and post the information on Bidnet.
 - ✓ Price Proposal Negotiations may occur as applicable as defined in the

RFP.

- ✓ All Proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria.

12. Recommendation for Award: The Procurement Official shall submit a recommendation for award to City Council for approval and award.

- ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

Agenda Items shall include the following:

- ✓ Cover Memo;
- ✓ Copy of the Final Solicitation Package;
- ✓ Copy Internal Procurement Vetting Form;
- ✓ Copy of the Notified Vendors List;
- ✓ Copy of the Bid Tabulation Sheet;
- ✓ Lowest Responsive and Responsible Bidder Submittal; and
- ✓ Contract/Agreement if appropriate.

13. Contract Award:

- ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.
- ✓ The Contract award will be awarded, if award is made, by the City Council to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP.
- ✓ Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.
- ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.
- ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.
- ✓ If a Purchase Order is appropriate, a requisition will be created and submitted to the appropriate approvers for approval. Supporting

documentation consisting of the final solicitation, awarded proposers' proposal, approved resolution and price proposal (if applicable), and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

14. Public Access to Proposal Documents: Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

- ✓ All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein.
- ✓ Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City's reasonable determination, shall be redacted for purposes of the public agenda.
- ✓ Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer.
- ✓ In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

C. Request for Qualifications (RFQ):

Requests for Qualifications (RFQ) may be used if the Procurement Official determines that it is in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, without regard to price or prior to considering price. An RFQ may also be used to establish a pool of qualified contractors/firms to provide various professional services to the City.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein and similar to the RFP procurement process. Such service providers whose

qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation.

- ✓ The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached.
- ✓ The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

D. Multi-step Solicitation

The City may initiate the multi-step solicitation process described below when: (a) the Procurement Official determines it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the Procurement Official desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the Procurement Official determines that a multi-step process would best serve the City's interests.

1. The City may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers.
2. After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

**(3) SOLICITATIONS REQUIRING PUBLIC NOTICE IN GEORGIA
PROCUREMENT REGISTRY (GPR)**

The GPR is the state's central bid registry established by the Department of Administrative Services (DOAS) and managed by the agency's State Purchasing Division (SPD). The registry provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market

competition, as required and amended by the State of Georgia.

- A. The City shall advertise all bid or proposal opportunities for goods, services, or both that are valued at **\$100,000.00 or more**, as required and amended by the State of Georgia in the GPR for a minimum of thirty (30) calendar days prior to the date set for opening bids/proposals. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid or proposal opportunity. *See O.C.G.A. § 36-80-27.*
- B. The City shall advertise all contract opportunities for public works construction that are valued at **\$100,000.00 or more**, as required and amended by the State of Georgia in the GPR for at least four continuous weeks prior to the opening of the sealed bids or proposals, unless otherwise provided by O.C.G.A. § 36-91- 20.
- C. The Procurement Official may adopt procedures requiring additional bid or proposal opportunities to be advertised on the GPR.

SECTION VII – NON-COMPETITIVE PROCUREMENTS

The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when the purchase does not exceed **\$9,999.99** or when the Procurement Official determines that competitive procurement is not practical, feasible, or possible. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City including, but not limited to, a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114.

A. Sole Brand Procurement:

The City may obtain sole brand goods from a specific manufacturer or owner's brand through a competitive sole-brand solicitation. Sole Brand Procurements are available when only one specific brand of goods will meet the City's critical business requirements. Research must be conducted by the Procurement Official to determine if other brands exist which can also satisfy procurement requirements in a timely manner. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

- ✓ The Procurement Official must conduct research to determine if other brands exist which can satisfy procurement requirements in a timely manner.
- ✓ A sole-brand solicitation requires justification, supporting documentation consisting of previous purchase, warranty, be used only when it is the last justifiable option, and not as an attempt to contract for a favored brand of goods. *A Single/Sole Source Procurement Request Form must be submitted.*
 - An example of the appropriate use of the sole-brand justification may include certain situations where a specific piece of equipment is needed to match existing equipment or is a

replacement. If the desired good is only available from one source, then the sole source procurement method is appropriate.

- A valid sole-brand justification allows the procurement professional to process a competitive solicitation with the insertion of "No Substitute" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer.

B. Sole Source Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are limited to one source, or when they must be obtained from a specific manufacturer's dealer when still under warranty, maintain continuity, consistency, connectivity to existing hardware, software and proprietary in nature, and valid competition among dealers does not exist. No Sole Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Sole Source Procurement is proposed, the User must provide to the Governing Authority with a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Sole Source Procurement only if it determines that such use fully complies with the requirements stated herein. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

C. Single Source Procurement

The City may acquire Services or Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive marketplace which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

Single Source Procurement is available only if the following conditions exist:

The proposed use of Single Source Procurement concerns any of the following situations:

1. To obtain the Services or Professional Services of any Person for the purpose of serving in any appointed position identified in Article III of the City Charter; or
2. To obtain the Professional Services of any Person where such Person establishes to the User that:
 - ✓ Regarding the provision of such Professional Services, he has significantly more experience than other prospective providers or has unique knowledge and experience that no other prospective provider

possesses;

- ✓ He has more historical knowledge of the particular issue/subject to be addressed by the procurement while other prospective providers have failed to demonstrate to the User that they have the same level of historical knowledge;
- ✓ In comparison to other prospective providers, he is particularly suited to provide the procurement as he and the City had a satisfactory business relationship in his earlier provision of such Professional Services to the City; or
- ✓ He has the capacity and willingness to provide such Professional Services to the City in an emergency situation while other prospective providers have failed to demonstrate to the User that they have such capacity and willingness.
- ✓ The Person desiring to provide the procurement has agreed, in writing, that he will not disclose to any third party any confidential information, trade secret or financial information of the City that he may obtain in the course of providing the procurement to the City.
- ✓ The User has analyzed the current open, competitive market conditions regarding the provision of such Services or Professional Services and has determined that the price to be paid to the proposed provider is substantially similar to the current price in the open, competitive market for such Services or Professional Services.

Note: No Single Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Single Source Procurement is proposed, the User must provide to the Governing Authority a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Single Source Procurement only if it determines that such use fully complies with the requirements stated herein

D. Emergency Procurement

The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. An Emergency exists when a situation occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or

injury to the City. Emergencies also exist if a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements. An Emergency Procurement Justification Form is required with supporting documentation. End Users must receive prior approval before

receiving goods or services.

- ✓ The City Manager shall make the determination when an Emergency exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.
- ✓ When the need for an emergency purchase occurs during normal working hours, the User shall request approval from the City Manager or his designee. If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Procurement Official, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Procurement Official within 24 hours.
- ✓ As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file. Moreover, written determination of the basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. If the cost of the procurement is **\$50,000.00 or more**, City Council approval must be obtained at the next meeting following the emergency procurement.

E. Co-operative Purchasing

The City may acquire Goods, Capital Assets and Services by from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. Prior to making any purchase, the Procurement Official or User shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.

Note: The Procurement Official will participate in the development of the solicitation when required by the lead agency/entity where required for Co-Op purchases.

- F. Piggyback: The Procurement Official and End Users may use Contracts and awarded Vendors list available through the Purchasing Division of the State of Georgia and other Governmental Entity to procure supplies, services or construction items that have already been a competitive solicited and awarded to gaining access to cost savings and low-price lists. Piggyback Purchases will also include access to National Co-Ops (i.e.-U.S. Communities, Sourcewell, NASPO, OMNIA). The Procurement Official will utilize existing purchasing agreements that have been solicited and awarded by competitively when deemed to be in the best interest of the City. The City will utilize the original contract term and exercise the

ability to continue to receive services if the contract term has ended with the governing entity until services have been completed.

- ✓ The Procurement Department will seek out piggyback options where the contract terms are sufficient to complete an order of goods or complete requested services. Any existing work or project initiated under the piggyback agreement will be terminated upon completion of services and receipt of goods when final acceptance has been completed. End Users may not request additional goods or services once the City's contract with the vendor has officially ended.
- ✓ The Procurement Department will work with End Users to determine if goods, services, or construction items may be obtained through piggybacking when internal procurement lead times may not be completed in sufficient time to address the department's needs.
- ✓ The Procurement Department will obtain a copy of the final solicitation, submittals, bid tabulation sheet, pricings, evaluation documents (if applicable), award documents (agenda, signed resolution, executed contract, if applicable).
- ✓ The Procurement Department will request written authorization to use the available Contracts/Agreement when required.
- ✓ The Procurement Official will review the documents to ensure the solicitation and contract (if applicable) includes the language that permits piggybacking purchase granting the use of their contract.
 - If the required language is not included in the solicitation and/or contract, the Procurement Official will deny the End User's request to piggyback or use the purchase method to obtain good or services.
- ✓ The End User will complete and submit a Piggyback Purchase Request Form with supporting documentation once reviewed and approved by the Procurement Official.
- ✓ If anticipated expenditure exceeds the City Manager's award authority, Procurement will work with the End User and create an agenda item to obtain City Councils approval.
- ✓ The Procurement Official obtain a copy of the lead entity contract with the awarded vendor. The City will use the original contract from the entity to procure goods and/or services. A copy of the contract will be kept in the procurement file and attached to the Purchase Order as supporting documentation. A copy of the Contract/Agreement will be attached to the

agenda item for City Council approval and execution.

- ✓ If a Purchase Order is appropriate, a requisition will be created. A copy of all supporting documentation and signed resolution and issued to the Vendor/Contractor.

G. Real Estate Acquisitions:¹

1. Compliance with Applicable Regulations:

¹ Reference Note- *See O.C.G.A. § 36-37-1 et seq. for provisions governing the disposition of municipal property or acceptance of gifts, grants, or donations of property*

All real estate acquisition activities shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

2. Confidentiality:

The City Council and City staff shall maintain the confidentiality of potential and on- going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.

3. Formal Approval:

All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not prohibit or interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.

4. Appraisals:

For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.

H. Land Acquisition Procurement Process:

1. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines that the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.
2. City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.
3. City staff will regularly brief the City Council in Executive Session on properties the city

- is considering purchasing to receive direction on “terms and price” from the City Council.
4. City staff will negotiate “Letters of Intent” with land owners on properties the City Council has provided staff with direction on “terms and price”.
 5. City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to:
 - i. Environmental testing (Phase I required, Phase II and specialized testing if warranted);
 - ii. Production of an ALTA survey of the property;
 - iii. Production of a MAI appraisal of the property;
 - iv. Complete title work on the property; and
 - v. Other reasonable due diligence activities as warranted.
 6. Prior to requesting a resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property, the city staff will ensure completion of all due diligence item.

SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING

The City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. § 112(b)(2)(A) and 23 CFR § 172.5(a)(1)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. § 1101 *et seq.*, commonly referred to as the Brooks Act. *See* Appendix A.

SECTION IX – PREFERABLE GOODS AND SERVICES

(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.

In determining whether such a preference is reasonable in any case where the value of a contract for or purchase of such supplies, materials, equipment, or agricultural products ***exceeds \$100,000.00***, the City shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which ***exceeds \$100,000.00*** for the sole

purpose of avoiding these requirements.

(2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES

- A. In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the User. Whenever possible or practicable, the City shall:
1. Purchase copy, computer, and fax paper with at least 30 percent post-consumer recycled content;
 2. Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions including, but not limited to, the purchase of alternative fueled and hybrid vehicles;
 3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
 4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
 5. Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
 6. Replace disposable with re-usable, recyclable, or compostable Goods;
 7. Consider Life Cycle Cost Assessment; and
 8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.
- B. The analysis to determine environmentally preferable Goods and Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery. Specifically, factors that should be considered by the User when determining that Goods have environmentally preferable attributes include, but are not limited to:
1. Minimization of virgin, unrecycled material used in Goods;
 2. Maximization of recycled materials used in Goods;
 3. Life cycle economics of Goods and Services;
 4. Reuse of existing Goods or materials in Goods;
 5. Recyclability, biodegradability and compostability of Goods;
 6. Minimization of packaging;
 7. Reduction of energy and fuel consumption;

8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and
11. Ultimate disposal of the Goods.

SECTION X – PROTESTS, SUSPENSION, AND DEBARMENT

A. Right to Protest.

Any actual Bidder or Proposer who is aggrieved in connection with the formal solicitation or award of a Contract may protest to the City. Protestors shall seek resolution of their protests/complaints initially with the City Manager.

NOTE: *Types of Challenges:* There are numerous different challenges an interested supplier may make; however, the types of challenges are generally organized as follows:

- ✓ Challenge to the Solicitation: Any interested supplier capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process, including but not limited to a challenge to specifications or any events or facts arising during the solicitation process.
- ✓ Challenge to a Sole Source Notice: Any interested supplier capable of providing the goods/services identified in a sole source notice may file a protest challenging the sole source determination.
- ✓ Challenge to Results of RFQ: Any interested supplier submitting a timely written response to a RFQ may file a protest with respect to the results of that RFQ, including, but not limited to, events or facts arising during the evaluation process.
- ✓ Challenge to the City's Intended or Actual Contract Award: Any interested supplier submitting a timely written response to a competitive solicitation may file a protest with respect to the state entity's intended or actual contract award, including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

1. Timeliness:

1. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. For competitive procurements. For non-competitive procurements, a bidder/proposer/respondent shall have 0 days for procurements ***under \$49,999.99.***
2. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be

submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.

3. Untimely protests are invalid and shall be denied as such.
2. Contents of Protest: The protest shall, at a minimum, be in writing and include the following information:
 1. Identity and contact information of protestor;
 2. Appropriate identification of the subject solicitation or award;
 3. Detailed statement of the legal and factual grounds of the protest;
 4. Documentation supporting the protest and/or allegations;
 5. Statement of the specific relief requested; and
 6. Signed by an officer or person authorized to sign contracts on behalf of the protestor.
3. Submission of Protests: All protests shall be submitted to the City Manager via registered mail, overnight delivery, or hand delivery.
4. Protest Resolution: If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.
5. Decision on Protest: The City Manager shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.
6. Appeal: Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.
8. Hearing: The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo, but shall be of an appellate nature.
9. Decision: Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's

decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.

10. Finality: A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.
11. Stay of Procurement: In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

B. Suspension and Debarment

The Procurement Official and Procurement staff will verify business licenses, suspensions and debarments status through the City and Department of Administrative Services website as well as other available resources during the internal review process for all responses received in response to a solicitation.

Suspended and Debarred Suppliers | Georgia Department of Administrative Services - DOAS and City:

1. Authority to Suspend or Debar: After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Procurement Official shall have the authority to initiate proceedings to suspend or debar a Person from doing business with the City. The City Manager shall have the authority to order suspension or debarment as provided herein.
2. Causes for Suspension or Debarment: The causes for suspension or debarment include:
 - ✓ Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contractor subcontract, or in performance of such contract or subcontract;
 - ✓ Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor;
 - ✓ Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
 - ✓ Violation of contract provisions of a character which is regarded by the Procurement Official to be so serious as to justify suspension action, which includes but is not limited to the following:

- Failure to perform in accordance with the specifications within a time limit provided in a city contract;
 - A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Person shall not be considered to be a basis for suspension; or
 - Falsification of any documents.
- ✓ Commission or solicitation of any act that would constitute a violation of the ethical standards set forth in this Purchasing Policy and the City's Code of Ethics.
 - ✓ Any other cause that is serious and compelling as to affect the Person's responsibility as a city vendor, including debarment or suspension by another government entity.
3. Initiation of Suspension or Debarment Action: When the Procurement Official receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Procurement Official finds cause that suspension or debarment is warranted, the Procurement Official shall prepare a written determination detailing the grounds for and length of the proposed suspension or debarment. Written notice of a proposed suspension or debarment action shall be sent by registered mail to the Person subject to the action, and shall also be sent to the City Manager and City Attorney.
 4. Review of Proposed Suspension or Debarment: Within fifteen (15) days of receiving said notice, the Person subject to the action shall submit any and all responsive records or documents in defense of the proposed suspension or debarment to the City Manager. Failure to submit a timely written response shall result in a waiver of review.
 5. Final Decision: After consultation with the City Attorney, the City Manager shall issue a final decision, which shall adopt, amend, or reject the proposed suspension or debarment. When suspension or debarment is ordered, the length of the suspension or debarment, the reasons for such action and to what extent affiliates are affected shall be set forth in writing and sent by registered mail to the Person subject to the action.
 6. Effect of Suspension or Debarment: A suspension or debarment decision shall take effect upon issuance and mailing of written notice of such decision to the Person subject to the action. After the suspension or debarment takes effect, the Person shall remain suspended or debarred until the period specified in the decision expires.

7. *Duration of Suspension/Debarment:* Suspensions shall be for a period not to exceed 120 days. Debarment shall be for a period not to exceed three years, unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds. In such event, the debarment shall be for a period not to exceed seven years.
8. *List of Suspended/Debarred Persons:* The Procurement Official shall create and maintain a list of all suspended and debarred Persons. All departments shall be routinely supplied with said list.

SECTION XI – PROPERTY DISPOSAL

A. Compliance with Applicable Regulations

The disposal of municipal property shall conform to applicable federal, state (e.g. O.C.G.A § 36-37-6) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

B. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Procurement Official. At this point, the Procurement Official will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over **\$5,000 in aggregate or \$1,000** individually, the City Council shall approve the request to have the property declared surplus. For other property, the Procurement Official shall present a list to the City Manager for approval.

1. *Transfer or Re-use.* The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
2. *Trade-In.* In replacing obsolete equipment, it may be financially advantageous to trade- in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.
3. *Sale.* Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale to the highest responsible bidder either by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an “AS IS/WHERE IS” basis. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all. A tabulation of all bids received shall be available for public inspection following the opening of all bids. Said bids shall be retained and kept available for public inspection for a period not less than sixty (60) days from the date the bids were opened.

4. Public Notice of Sale: For the sale of personal property with an estimated value exceeding \$500.00, the City shall cause legal notice to be published in the official legal organ or newspaper of general circulation not less than fifteen (15) but no more than sixty (60) days preceding the day of the auction or the last day for the receipt of bids/proposals. The notice shall include a general description of the property to be sold.

- a. The notice for sale by auction shall also contain the conditions of the proposed sale and shall state the date, time, and place of the proposed sale.
- b. The notice for sale by sealed bids shall also contain an invitation for proposals and shall state the conditions of the proposed sale, the address at which bid blanks and other written materials connected with the proposed sale may be obtained, and the date, time, and place for the opening of bids.

C. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it is the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

D. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

APPENDICES

APPENDIX A:

PROJECTS USING FAHP FUNDING

In accordance with the requirements of the Brooks Act, (40 U.S.C. § 1101 *et seq.*), the following competitive negotiation procedures shall apply to City procurements for architectural, engineering, and related design services when Federal Aid Highway Program (FAHP) funds are involved in the project:

A. Solicitation.

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with the issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with the issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

B. Request for Proposal (RFP).

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

1. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
2. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
3. Identify evaluation factors including their relative weight of importance in accordance with Sections C and D;
4. Specify the contract type and method(s) of payment to be utilized;
5. Identify any special provisions or contract requirements associated with the solicited services;

6. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
7. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

C. Evaluation Factors.

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

1. A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

D. Evaluation, Ranking, and Selection.

1. Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
2. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
3. Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions to determine three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
4. From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
5. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
6. The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with the provisions of 49 CFR 18.42.

E. Negotiation.

1. Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
2. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
3. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

F. Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures

is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

1. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
2. A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
3. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
4. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

G. Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

1. The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
2. The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
3. Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:
 - i. The service is available only from a single source;
 - ii. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
 - iii. After solicitation of a number of sources, competition is determined to be inadequate.
4. Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

H. Additional Procurement Requirements and Provisions.

1. Common Grant Rule.
 - i. The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

- ii. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).
- iii. Additional terms, conditions, provisions and applicable additional required forms and acknowledgements will be added to the City's solicitation packages. Respondents will be required to submit the additional forms and accept the additional acknowledgements where applicable with their submittals prior to the solicitation closing date (response due date).

2. Disadvantaged Business Enterprise (DBE) program:

The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:

- i. Use of an evaluation criterion in the qualifications-based selection of consultants; or
- ii. Establishment of a contract participation goal; or
- iii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.4).

3. Georgia Department of Transportation (GDOT). The City must comply with procurement requirements established by the GDOT laws, regulations, policies, and procedures when utilizing GDOT funds for Capital Improvement Projects and procurement, management, and administration of engineering and design related professional services (consulting) to maintain compliance with Federal and State Procurement Ordinances such as 23 CRR Part 172, 2 CFR Chapter I and Chapter II, 40 U.S.C 1101-1104, 48 CRF Part 31, O.C.G.A 50-22-1 through 50-22-9, 2 CFR 200.333 , which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36 and State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq. and Title 32 If conflict does arise, the Procurement Official will work with legal, GDOT, and the State Purchasing Department to resolve the conflict.

- i. The use of GDOT Capital Improvement funds projects does not exempt the City from following the State Procurement Act or the rules of competitive bidding.
- ii. City staff participating in soliciting, facilitating evaluations, conducting negotiations and contract administration are required to attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

iii. City staff will ensure compliance with all rules, regulations and policies and procedures associated with engineering and design procurement consisting of the following:

1. 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule.
2. 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.
3. 40 U.S.C. 1101-1104 Selection of Architects and Engineers “The Brooks Act”.
4. 48 CFR Part 31 – Contract Cost Principles and Procedures.
5. Repayment of Preliminary Engineering Cost (Order 2020.1).
6. FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A.
7. O.C.G.A. 50-22-1 through 50- 22-9.
8. GDOTs DBE program.

iv. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with GDOT requirements to be eligible for reimbursement of the associated costs.

v. *Additional Provisions and Required Forms*: The GDOT additional provisions, required forms and acknowledgements will be included in the solicitation package in addition to the City’s standard terms and conditions and forms.

1. Bidders/Proposer’s/Respondents will be required to complete and submit the additional required forms and accept the additional acknowledgments prior to solicitation close date as a part of the submittal.
2. Failure to submit the additional required forms will lead to a non-responsive and responsible determination and the submittal will not be accepted.

4. *Suspension and Debarment*. The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.



APPENDIX B: SAMPLE REQUISITION FORM



PURCHASE REQUISITION FORM (Under \$49,999.99):

NOTE: By signing this request, you are certifying that the listed expenses are business related.

REQUESTOR NAME: _____ REQUESTOR SIGNATURE: _____

DEPARTMENT: _____ PHONE: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ DIRECTOR SIGNATURE: _____

DELIVERY ADDRESS: _____ PERSON OF CONTACT: _____

DATE REQUEST SUBMITTED: _____ NEED BY DATE: _____

(Date Request Submitted to Procurement or Entered by Dept.)

(Date delivery is needed)

REQUISITION NO. _____ DATE ISSUED: _____ ACCOUNT TO BE CHARGED: _____
(Requisition No. generated by Tyler) (Date Requisition Prepared and submitted for approval)

VENDOR NAME: _____ VENDOR ID NO. _____

DETAILED DESCRIPTION OF PURCHASE (attach supporting documentation): _____

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL COST:				\$

ADDITIONAL COMMENTS:

ADDITIONAL ACCOUNT TO BE CHARGED (INDICATE WHICH LINE ITEM IF USING MULTIPLE ACCOUNTS: _____

SUGGESTED VENDORS:

1. _____
2. _____
3. _____
4. _____
5. _____

EACH REQUEST MUST INCLUDE SUPPORTING DOCUMENTATION: Scope of work/services, item description, unit price, total cost, quote/estimate provided by the Vendor, invoice etc.. Outside Events, Workshops, Training include the registration information, detailed description of the workshop/training, etc. Internal events, workshops, and training shall include the flyer in addition to standard required supporting documentation.

REQUIRED APPROVALS

DIRECTOR OF COMMUNITCATIONS/IT (if applicable): _____ DATE: _____

___ **APPROVED** ___ **DENIED**

DIRECTOR OF FINANCE: _____ DATE: _____

___ **APPROVED** ___ **DENIED**

PROCUREMENT OFFICIAL: _____ DATE: _____

___ **APPROVED** ___ **DENIED**

Competitive Prices: _____

Additional Comments: _____

CITY MANAGER: _____ DATE: _____

___ **APPROVED** ___ **DENIED**

APPENDIX C: SAMPLE SOLICITATION REQUEST FORM



SOLICITATION REQUEST FORM

SUBMIT PACKAGE TO: Procurement@stonecrestga.gov

NOTE:

1. This checklist is to ensure all required information is submitted at the same time as the request for a new solicitation.
2. This checklist is not required for purchase orders, change orders, work authorizations, amendments / modifications.
3. Incomplete request for solicitations (without supporting documentation) will cause a delay in processing and subject to rejection and returned to the requestor.

NOTE: ADVERTISEMENT PERIODS

ITB 30 DAYS

CONSTRUCTION ITB 30 DAYS

RFP 30 TO 90 DAYS

RFQ 30 TO 90 DAYS

IN ACCORDANCE WITH GEORGIA STATUTE Vendor/Prime/Contract Assistance:


Vendors, primes, and/or contractors that have assisted in the development of the specifications, scope of services, evaluation criteria, bid sheet, price proposal, estimates related to this purchase and/or project, they are **NOT ELIGIBLE to participate in this solicitation process and the Procurement Department MUST be notified.** Requestor/Project Manager signature is required, acknowledging this section.

PLEASE READ THE BELOW STATEMENTS BEFORE SIGNING THIS DOCUMENT

I have reviewed the specifications, performed necessary due diligence, and to the best of my knowledge, the specifications provided does not contain restrictive language that will impede open and free competition.

PROJECT MANAGER:

DEPARTMENT:

PROJECT MANAGER SIGNATURE: 


DATE:

PHONE NUMBER:

E-MAIL ADDRESS:

SOLICITATION/PROJECT TITLE:

DEPARTMENT DIRECTOR:

DIRECTOR SIGNATURE: 

Comments:

BUDGET/ENCUMBRANCE INFORMATION:


Department Code:

Estimated Project Budget/Cost: \$

Project Number/ GL Account Number & Description:

FUNDING AUTHORIZATION:

Director/Assistant Director of Finance/Designee

Signature: 

Date:

TYPE OF CONTRACT (SELECT ONE):

☐ ONE-TIME PURCHASE/SERVICE ☐ TERM CONTRACT (Continuing Contract) ☐ SOW

PROCUREMENT TYPE (SELECT ONE)

☐ COMMODITY ☐ COMMODITY/SERVICE (ex. SUPPLY & INSTALL) ☐ GENERAL SERVICES
☐ PROFESSIONAL SERVICES ☐ CONSTRUCTION PROJECT (ex. SUPPLY, INSTALL, WITH LICENSING)

Indicate percentage of work the awarded vendor (prime) is responsible for completing: % (N/A for commodity purchases)

COMMODITY CODES:

SOLICITATION TYPE (SELECT ONE):

☐ COMPETITIVE
☐ SOLE SOURCE / SINGLE SOURCE: Is this "*Standardized*" as sole source? ☐ Yes ☐ No
 • If "YES" Sole Source / Single Source Form Required and must be submitted with request.
☐ SOLE BRAND: Is this "*Standardized*" as a sole brand? ☐ Yes ☐ No
 • If "YES" Sole Source / Single Source Form Required and must be submitted with request.

Does this replace and exiting contract? ☐ Yes ☐ No Expiration Date:
 • If yes, please provide a copy of the Contract and Resolution No.

Pre-Bid/Proposal/Submittal Meeting: ☐ Yes ☐ No Mandatory: ☐ Yes ☐ No Site Visit: ☐ Yes ☐ No

Number of Anticipated Contract Award:

DESIRED CONTRACT TERM/LENGTH/RENEWAL OPTIONS:

Desired Contract Term/Length of Services: (Month, Initial Term) Desired Execution Date:

Renewal Options: ☐ Yes ☐ No Number of Renewals:

START DATE: (Check one of the following)

Services to begin as soon as contract is fully executed by the Department:

Services to begin upon issuance of Work Order, Notice to Proceed and receipt of Purchase Order:

Note: All "Orders", Notice to Proceeds and supporting documentation must be attached to the requisition submitted in Tyler.

BIDDER/VENDOR/CONTRACTOR/CONSULTANT REQUIREMENTS:

State Requirements: [The Licensing Division - License Lookup](#) | [Georgia Secretary of State](#)

Specific License(s)/Certification Requirements:

Bidder/Firm Minimum Qualifications: ☐ Yes ☐ No Minimum Years of Experience Required:

Specific Permit(s) Requirements:

CERTIFICATE OF INSURANCE REQUIREMENTS:

State of Georgia Minimum Requirements: SPD-SP048 Insurance and Bonding Guidelines

General Liability Insurance (GLI): ☐ Yes ☐ No

The standard for liability insurance is: \$1,000,000 each occurrence \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury, \$1,000,000 per occurrence for Property Damage, \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations. If higher limit is required, please provide the limit amounts.

Any additional Insurance requirements: ☐ Yes ☐ No

Type (auto, pollution):

Limits:

OTHER SPECIAL CONDITIONS:

Bid Bond Required: ☐ Yes ☐ No

Percent Amount (5/10): %

Performance and Payment Bond Required: ☐ Yes ☐ No 100% ☐ Yes ☐ No Other Amount:

Equitable Adjustments Required: ☐ Yes ☐ No

Alternate Brands: Required to be considered: ☐ Yes ☐ No

Are replacement/restocking alternate required (Commodities Only): ☐ Yes ☐ No

Any Deviation from product requirements/specifications allowed: ☐ Yes ☐ No

Dun & Bradstreet Report Required: ☐ Yes ☐ No

ENVIRONMENTAL "GO GREEN" : COMMODITIES ONLY:

Is this offered in a green, eco-friendly or environmentally preferable product? ☐ Yes ☐ No

Is an opportunity to procure "GO Green"? ☐ Yes ☐ No

CONSTRUCTION PROJECTS:

(If applicable, check all that apply and provide required justification memo)

Work Schedule (8:00am – 5:00pm):

Trench Safety Act Applicable (NEP): Applicable to projects with excavation exceeding a depth of 5 feet? ☐ Yes ☐ No

Permit Fees: Are permits and fees estimates attached? ☐ Yes ☐ No

- If "NO", provide a statement that the Department will pay for City required permits.

Liquidated Damages Required (substantial, final): ☐ Yes ☐ No

If amounts exceed current requirements, justification memo required for requested amounts.

Single Project Amount:

Annual Amount:

"Current Wage Rate Tables" Applicable to this project if greater than \$100K: ☐ Yes ☐ No

Prevailing Wage provided for this project: ☐ Yes ☐ No

Davis Bacon (required for federal/state funding projects): ☐ Yes ☐ No

PROJECT COMPLETION REQUIREMENTS (TIME SENSITIVE PROJECTS):
SERVICE AND CONSTRUCTION PROJECTS ONLY, AS APPLICABLE

SINGLE PROJECT:

The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within ____ calendar days (____) working days) of the date of the Notice to Proceed.

The Work shall be Substantially Completed within ____ calendar days (____) working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within ____ calendar days (____) working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ANNUAL PROJECT: Task Work Order (TWO)/Work Authorization (WA)/Work Order(WO): "ORDER"

The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each "Order" shall commence immediately upon the Contractor's receipt of an executed "Order".

The Contractor shall mobilize to the project site and begin construction activities within ____ calendar days of receipt of the executed order or by the specific date noted within the "Order" (whichever applies).

The "Order" shall be substantially completed within the timeframe agreed upon and noted in each executed "Order".

The Work on each "Order" shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed "Order".

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ____ days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new "Order" will be assigned after the contract's expiration nor will any new work be performed after that date.

ADDITIONAL SOLICITATION REQUIREMENTS: (If applicable)

NOTE: Additional requirements that need to be included in the solicitation.

- | | |
|---|--|
| <input type="checkbox"/> Discount from List Pricing/ Catalog Pricing | <input type="checkbox"/> Price Escalation Clause |
| <input type="checkbox"/> Bonding Requirements <ul style="list-style-type: none"> • Reduced Bonding limits or required on non-construction projects | <input type="checkbox"/> Multi-Vendor Award |
| <input type="checkbox"/> Pass Thru Amount <ul style="list-style-type: none"> • Allowance Parts on a pass-thru, permit allowance, etc. | <input type="checkbox"/> Trade in Disposal |
| <input type="checkbox"/> Multi-Year Initial Contract Term <ul style="list-style-type: none"> • Quotes and Bids: Greater than Three years / Greater than Five Years | <input type="checkbox"/> Piggyback/Co-Op Agreement |

REQUIRED SUPPORTING DOCUMENTATION

Check all applicable items listed below.

NOTE: Please label each document accordingly (Scope of Services, Evaluation Criteria, etc.)

- ☐ Specifications/Scope of Services/Scope of Work/ Minimum Technical Specifications (in Word Format)
- ☐ Itemized Bid Sheet/Price Sheet/Proposal Cost Sheet (as applicable)
- ☐ Purchase/Project Cost Estimate (Itemized as applicable)
- ☐ Evaluation Criteria (RFP/RFQ/RLI's/RTQ/SOW)
- ☐ Plans/Drawings/Technical Specifications (Construction, etc.) Number of Sheets:
- ☐ Certificate of Insurance Requirements in accordance with the State of Georgia Department of Administration
- ☐ License Requirement Memorandum: Construction and/or General Services (if applicable)
- ☐ Preliminary Vendor Quote (if available)
- ☐ Signed Justification Memorandum(s) and Additional Forms as applicable (EX. pass thru allowance)

FEDERAL (GRANT) FUNDED ONLY

Required Supplemental Checklist Forms

- ☐ Copy of executed Grant and supporting documentation
- ☐ Contract Term
- ☐ Independent Cost Estimate
- ☐ Lease vs Purchase
- ☐ Independent Cost Estimate / Cost/Price Analysis

List of Vendors to Invite					
Company Name	Address	Telephone	Fax	Contact Person	Email



APPENDIX D: SAMPLE SOLE/SINGLE SOURCE REQUEST AND JUSTIFICATION FORM



City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

SOLE BRAND/ SOLE SOURCE/ SINGLE SOURCE NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY: _____ DEPARTMENT: _____

(Name, Title)
PHONE NO.: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ SIGNATURE: _____ DATE: _____

SPECIFIED SUPPLIER (COMPANY NAME): _____ VENDOR ID. NO.: _____

SUPPLIER CONTACT PERSON: _____ VENDOR ID NO.: _____ PHONE NUMBER: _____

TOTAL COST: \$ _____

Please check the appropriate section and provide detailed justification:

 Sole Source: The specified supplier is the **ONLY** provider of goods/services. A quote/proposal/estimate and certified letter from the supplier is required and **MUST** be attached. The quote/proposal/estimate must address the prices/terms set forth and be deemed reasonable for the values presented. The certified supplier letter must address trademark agreements, warranties, and proprietary ownership (*patented or copyrighted products or services*).

Justification for Sole Source: Provide a detailed description of goods/services to be provided. Describe what is unique about the product, particular style, model, type, manufacturer, service or source and how it meets City needs. Include what steps taken to confirm unavailability of competition as appropriate. If the space provided below is not sufficient, please attach a justification memorandum.

 Single Source: The specified supplier and its authorized dealers/providers are the **ONLY** ones authorized to provide the requested good/services. The supplier/authorized dealer(s)/providers were selected to complement /support the following business decision (i.e. standardization, compatibility reasons). A quote/proposal/estimate and certified letter from the supplier is required and **MUST** be attached. The certified letter must include a list of authorized dealers/providers, address any active warranties, proprietary ownership (patented or copyrighted products or service). The quote/proposal/estimate must address the prices/terms set forth and be deemed reasonable for the value presented. If the space provided below is not sufficient, please attach a justification memorandum.

Please check the appropriate box and provide additional explanation.

 Standardized System Parts provided by "OEM" Other (Please explain)

Purchasing Coordinator/Purchasing Specialist: _____

Date: _____

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification numbers of each contract file.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

Note: Requests exceeding the City Managers award authority, will require City Council approval.

Procurement Manager: _____

Date: _____

Request: ☐ **APPROVED** ☐ **DENIED**

Non-Competitive Sourcing Method to obtain the goods and/or services: ☐ Sole Brand ☐ Sole Source ☐ Single Source
☐ Negotiations Appropriate (Price, Delivery, and Terms)

Additional Comment: _____



APPENDIX E: SAMPLE EMERGENCY PROCUREMENT REQUEST AND JUSTIFICATION FORM



City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

EMERGENCY PROCUREMENT NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY: _____ DEPARTMENT: _____

PHONE NO.: _____ E-MAIL ADDRESS: _____

DEPARTMENT DIRECTOR: _____ SIGNATURE: _____ DATE: _____

SPECIFIED SUPPLIER (COMPANY NAME): _____ VENDOR ID. NO.: _____

SUPPLIER CONTACT PERSON: _____ VENDOR ID NO.: _____ PHONE NUMBER: _____

TOTAL COST: \$ _____

TYPE OF EMERGENCY THREAT:

☐ Public Health ☐ Public Welfare ☐ Safety ☐ "Designated Disaster Emergency"

Explanation of Emergency: If the space provided below is not sufficient, please attach a justification memorandum.

Statement of Work: If the space provided below is not sufficient, please attach a justification memorandum.

Purchasing Coordinator/Purchasing Specialist: _____

Date: _____

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request.

Notwithstanding any other provisions of this chapter, the city manager or designee may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification numbers of the contract file.

Further, during the aftermath of a locally designated disaster emergency as declared under Chapter 11, Article I. Section 11-3, of the city's Charter or in carrying out emergency management powers as defined in O.C.G.A. Section 50-5-71, as may be amended from time to time, these procurement procedures shall authorize the City Manager and the Purchasing Agent, to contract and make payment for repairs to damaged city facilities for a thirty-day period following the disaster emergency. The City Manager will report to the City Council on expenditures following the disaster. Further, the City Manager and the Purchasing Agent may utilize the resources of the City's insurance underwriter as part of the City's due diligence process in identifying vendors to complete repairs in the most timely and cost effective manner. These emergency procurement procedures will be in effect until repairs on city-owned facilities are completed.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

Note: Requests exceeding the City Managers may award authority, will require City Council approval.

Procurement Manager: _____

Date: _____

Request: ☐ APPROVED ☐ DENIED

Additional Comment: _____

APPENDIX F: SAMPLE CITY EMPLOYEE/ OFFICIAL CONFLICT OF INTEREST DECLARATION FORM

CONFLICT OF INTEREST DECLARATION City Employee/Official

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

Confidentiality

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

No contact with bidders/proposers

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

- a. pass information or make comments to them about the procurement
- b. receive any gift, gratuity, hospitality or any inducement from them
- c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

Declaration

I understand my role as a City Employee or Official, and I make this declaration in good faith. *Select one of the following two options:*

NO CONFLICT OF INTEREST

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as an employee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

CONFLICT OF INTEREST

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

☐ **Actual:** This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential:** This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived:** This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

APPENDIX D: SAMPLE EVALUATOR CONFLICT OF INTEREST DECLARATION FORM

CONFLICT OF INTEREST DECLARATION Evaluation Committee

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

Confidentiality

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

No contact with bidders/proposers

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

- a. pass information or make comments to them about the procurement
- b. receive any gift, gratuity, hospitality or any inducement from them
- c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

Declaration

I understand my role as a member of this procurement Evaluation Committee, and I make this declaration in good faith. *Select one of the following two options:*

NO CONFLICT OF INTEREST

☐ I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as a member of the Evaluation Committee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

CONFLICT OF INTEREST

☐ I have a conflict of interest.

1. Select the type of conflict of interest:

☐ **Actual:** This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

☐ **Potential:** This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

☐ **Perceived:** This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

APPENDIX G: SAMPLE DBE OBJECTIVES AND GOALS

Disadvantaged Business Enterprise (DBE) Program Objectives, established and amended by the State, local and Federal governing bodies providing the funding for City Projects.

Note: DBE status must be current and will be verified by the Procurement Department. Verification will be processed through the registering agency (State, County, Local) and will be a part of the internal review process. Vendors whose status has expired will not be considered and responses will be deemed non-responsive and non-responsible to the solicitation and its requirements.

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Establishing Contract Goals

The following factors to consider in setting contract goals include:

- a. Location
- b. Type of Work
- c. Availability of DBEs

Establishing Overall Goals

The overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the DOT- assisted contracts (hereafter, the “relative availability of DBEs”). The goal must reflect determination of the level of DBE participation you would expect absent the effects of discrimination.

1. Determine a base figure for the relative availability of DBEs.
2. Once a base figure has been calculate, examine all of the evidence available in the jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at the overall goal. If the evidence does not suggest an adjustment is necessary, then no

adjustment shall be made.

3. For FHWA recipients, the overall goal should be expressed as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

APPENDIX H:EXAMPLE OF DBE GOALS

Example of a DBE Goal:

For Federal Fiscal Years (FFY) 2018-2020, the Company established a DBE program goal of 25%; 21% race conscious; and 4% race neutral. The Company intends to award at least 25% of its total DOT-assisted contracts with qualified DBE firms through race conscious and race neutral means.

Proposed FFY 2021-2023, the Company in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, hereby announces its Federal Fiscal Year 2021-2023 goal of 23% for Disadvantaged Business Enterprise (DBE) participation on contracts assisted by the Federal Highway Administration (FHWA). The Company DBE goal is based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses that are ready, willing and able to participate on FTA- assisted contracts. The DBE goal reflects the level of DBE participation that would be expected on transit contracts absent of the effects of discrimination.

Another example of a DBE Goal: A \$2 million contract to widen a one-mile stretch of city street. The LPA procurement team identifies several subcontracting possibilities including striping, trucking, and traffic control—totaling \$220,000, or 11 percent of the contract value. The team searches the State DOT’s database of certified firms and identifies several DBE firms that are certified to perform these work items. The LPA also considers the location of the project and the availability of DBE firms to do the work which may increase or decrease the 11 percent. Based upon this analysis, the LPA believes that a contract goal of 9.5 percent is appropriate.

Establishment of Contract Goals						
Subcontracting		Allocated Costs		Percentage		
Striping		\$20,000		1%		
Trucking		\$80,000		4%		
Traffic Control		\$20,000		1%		
Other Work Types		\$100,000		5%		
Total		\$220,000		11%		
Adjustment				-1.5%		

APPENDIX I: SAMPLE DBE GOOD FAITH EFFORT FORM

DBE GOOD FAITH EFFORTS

In accordance with the requirements for federally funded projects, Requirements the Federal Regulation 41CFR 60-4 refers to contracting with minority firms, women's business enterprise, and labor surplus area firms. The goal for minority participation for each trade is ____%. The goal for female participation in each trade is ____%. If the goal is not met the contractor shall list the affirmative steps taken to utilize minority firms, women's business enterprises, and labor surplus area firms. Please answer the questions below and attach all documentation:

1. Were qualified small and minority businesses and women's business enterprises included on solicitation lists?
2. List actions taken to solicit small and minority businesses, and women's businesses:
3. Was dividing the work and/or supplies into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises considered?
4. Were the services and assistance of the Minority Business Development Agency of Department of Commerce utilized?

Bidder/ Contractor/Proposer Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE

ITB-0013-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. ONE
DATE: SEPTEMBER 16, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. SOLICITATION PACKAGE PAGE ITB-15, SECTION 8: CONTRACTOR RESPONSIBILITIES:

ORIGINAL:

8. CONTRACTOR RESPONSIBILITIES:

The Contractor shall ensure the playground equipment provided meets or exceeds all current Federal Consumer Public Safety Commission (CPSC), American Society for Testing Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) playground standards, any guidelines and requirements of the ADA and the Florida Building Code. Please Note: The Contractor will be responsible for \$100.00 of the materials/equipment in route to the site and at the site until the playground is turned over to the City.

REVISED:

8. CONTRACTOR RESPONSIBILITIES:

The Contractor shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to successfully complete this services herein. The Contractor shall ensure compliance with all applicable state, federal, and local laws, rules, and regulations while performing the services requested herein.

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME.

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Tuesday, October 7, 2025.** For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY _____

BIDDER'S _____

SIGNATURE DATE: _____



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE
ITB-0013-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. TWO
DATE: SEPTEMBER 23, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

- ATTACHMENT "B" – BID COST PROPOSAL:**
REVISED: ADDED A LINE FOR MOWING SERVICES FOR EACH LOCATION AND CORRECT LINE ITEM NUMBERS.

ALL OTHER INFORMATION ON THE FOR REMAINS THE SAME.

Addendum No. 2 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Tuesday, October 7, 2025.** For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY

BIDDER'S

SIGNATURE DATE: _____

REVISED
ATTACHMENT "B"
BID COST PROPOSAL FORM
(BID SHEET)

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (**120**) DAYS AFTER BID OPENING.

CITB NO. : ITB-0013-25, Parks, Sports Fields and Trails Landscape and Maintenance Services.

*** NOTE: BASES OF AWARD:** The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions, and their submission is made in conformance with those terms and conditions.

Bidder Company Name: _____

FEID #: _____

Address: _____

Authorized Signature: _____ Date: _____ Phone: _____ Fax: _____

E-mail: _____ Printed / Typed: _____ Title: _____

Location No. 1: Browns Mill Park Complex					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
1	Edging	WK	52	\$	\$
2	Mowing	WK	52	\$	\$
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
4	Tree and Shrub Maintenance	WK	52	\$	\$
5	Exterior Color: Plants	WK	52	\$	\$
6	Ground Cover and Beds	WK	52	\$	\$
7	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	\$	\$
8	Seven Point Chemical Program	YR	1	\$	\$
9	Parking Lots	WK	52	\$	\$
10	Weed Control (4 times per month March through October)	EA	48	\$	\$
11	Weed Control (3 times per month November through February)	EA	12	\$	\$
12	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
13	Fertilization (3 times per year)	EA	3	\$	\$
14	Mulch Supply and Install (Once a year)	CY	30	\$	\$
	Litter and Debris Pick-Up	YR	1	\$	\$

15					
16	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
17	Spring Clean-Up	EA	1	\$	\$
18	Fall Clean-Up	EA	1	\$	\$
19	Emergency Debris Removal Services	LS	1	\$	\$
20	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 2: Southeast Athletic Complex					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
21	Edging	WK	52	\$	\$
22	Mowing	WK	52	\$	\$
23	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
24	Tree and Shrub Maintenance	WK	52	\$	\$
25	Exterior Color: Plants	WK	52	\$	\$
26	Ground Cover and Beds	WK	52	\$	\$
27	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	\$	\$
28	Seven Point Chemical Program	YR	1	\$	\$
29	Parking Lots	WK	52	\$	\$
30	Weed Control (4 times per month March through October)	EA	48	\$	\$
31	Weed Control (3 times per month November through February)	EA	12	\$	\$
32	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
33	Fertilization (3 times per year)	EA	3	\$	\$
34	Mulch Supply and Install (Once a year)	CY	30	\$	\$

35	Litter and Debris Pick-Up	YR	1	\$	\$
36	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
37	Spring Clean-Up	EA	1	\$	\$
38	Fall Clean-Up	EA	1	\$	\$
39	Emergency Debris Removal Services	LS	1	\$	\$
40	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 3: Salem Park

ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
41	Edging	WK	52	\$	\$
42	Mowing	WK	52	\$	\$
43	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
44	Tree and Shrub Maintenance	WK	52	\$	\$
45	Exterior Color: Plants	WK	52	\$	\$
46	Ground Cover and Beds	WK	52	\$	\$
47	Trails and Trailheads	WK	52	\$	\$
48	Parking Lots	WK	52	\$	\$
49	Weed Control (4 times per month March through October)	EA	48	\$	\$
50	Weed Control (3 times per month November through February)	EA	12	\$	\$
49	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
51	Fertilization (3 times per year)	EA	3	\$	\$
52	Mulch Supply and Install (Once a year)	CY	30	\$	\$
53	Litter and Debris Pick-Up	YR	1	\$	\$

54	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
55	Spring Clean-Up	EA	1	\$	\$
56	Fall Clean-Up	EA	1	\$	\$
57	Emergency Debris Removal Services	LS	1	\$	\$
58	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 4: Gregory Moseley Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
59	Edging	WK	52	\$	\$
60	Mowing	WK	52	\$	\$
61	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
62	Tree and Shrub Maintenance	WK	52	\$	\$
63	Exterior Color: Plants	WK	52	\$	\$
64	Ground Cover and Beds	WK	52	\$	\$
65	Trails and Trailheads	WK	52	\$	\$
66	Parking Lots	WK	52	\$	\$
67	Weed Control (4 times per month March through October)	EA	48	\$	\$
68	Weed Control (3 times per month November through February)	EA	12	\$	\$
69	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
70	Fertilization (3 times per year)	EA	3	\$	\$
71	Mulch Supply and Install (Once a year)	CY	30	\$	\$
72	Litter and Debris Pick-Up	YR	1	\$	\$

73	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
73	Spring Clean-Up	EA	1	\$	\$
74	Fall Clean-Up	EA	1	\$	\$
75	Emergency Debris Removal Services	LS	1	\$	\$
76	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 5: Fairington Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
76	Edging	WK	52	\$	\$
77	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
78	Tree and Shrub Maintenance	WK	52	\$	\$
79	Exterior Color: Plants	WK	52	\$	\$
80	Ground Cover and Beds	WK	52	\$	\$
81	Trail and Trailheads	WK	52	\$	\$
82	Parking Lots	WK	52	\$	\$
83	Weed Control (4 times per month March through October)	EA	48	\$	\$
84	Weed Control (3 times per month November through February)	EA	12	\$	\$
85	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
86	Fertilization (3 times per year)	EA	3	\$	\$
87	Mulch Supply and Install (Once a year)	CY	30	\$	\$
88	Litter and Debris Pick-Up	YR	1	\$	\$
89	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$
	Spring Clean-Up	EA	1	\$	\$

90					
91	Fall Clean-Up	EA	1	\$	\$
92	Emergency Debris Removal Services	LS	1	\$	\$
93	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 6: "Botanical Garden" Fairington Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
94	Edging	WK	52	\$	\$
95	Mowing	WK	52	\$	\$
96	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
98	Tree and Shrub Maintenance	WK	52	\$	\$
99	Exterior Color: Plants	WK	52	\$	\$
100	Ground Cover and Beds	WK	52	\$	\$
101	Trails and Trailheads	WK	52	\$	\$
102	Parking Lots	WK	52	\$	\$
103	Weed Control (4 times per month March through October)	EA	48	\$	\$
104	Weed Control (3 times per month November through February)	EA	12	\$	\$
105	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
106	Fertilization (3 times per year)	EA	3	\$	\$
107	Mulch Supply and Install (Once a year)	CY	30	\$	\$
108	Litter and Debris Pick-Up	YR	1	\$	\$
109	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$

110	Spring Clean-Up	EA	1	\$	\$
111	Fall Clean-Up	EA	1	\$	\$
112	Emergency Debris Removal Services	LS	1	\$	\$
113	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 7: Everett Park

ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
114	Edging	WK	52	\$	\$
115	Mowing	WK	52	\$	\$
116	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
117	Tree and Shrub Maintenance	WK	52	\$	\$
118	Exterior Color: Plants	WK	52	\$	\$
119	Ground Cover and Beds	WK	52	\$	\$
120	Trails and Trailheads	WK	52	\$	\$
121	Parking Lots	WK	52	\$	\$
122	Weed Control (4 times per month March through October)	EA	48	\$	\$
123	Weed Control (3 times per month November through February)	EA	12	\$	\$
124	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
125	Fertilization (3 times per year)	EA	3	\$	\$
126	Mulch Supply and Install (Once a year)	CY	30	\$	\$
127	Litter and Debris Pick-Up	YR	1	\$	\$
128	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$

129	Spring Clean-Up	EA	1	\$	\$
130	Fall Clean-Up	EA	1	\$	\$
131	Emergency Debris Removal Services	LS	1	\$	\$
132	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 8: Panola Shoals

ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
133	Edging	WK	52	\$	\$
134	Mowing	WK	52	\$	\$
135	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
136	Tree and Shrub Maintenance	WK	52	\$	\$
137	Exterior Color: Plants	WK	52	\$	\$
138	Ground Cover and Beds	WK	52	\$	\$
139	Trails and Trailheads	WK	52	\$	\$
140	Parking Lots	WK	52	\$	\$
141	Weed Control (4 times per month March through October)	EA	48	\$	\$
142	Weed Control (3 times per month November through February)	EA	12	\$	\$
143	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
144	Fertilization (3 times per year)	EA	3	\$	\$
145	Mulch Supply and Install (Once a year)	CY	30	\$	\$
146	Litter and Debris Pick-Up	YR	1	\$	\$
147	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$	\$

148	Spring Clean-Up	EA	1	\$	\$
149	Fall Clean-Up	EA	1	\$	\$
150	Emergency Debris Removal Services	LS	1	\$	\$
151	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

Location No. 9: Miller Grove Park (Coming Soon)					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
152	Edging	WK	52	\$	\$
153	Mowing	WK	52	\$	\$
154	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$	\$
155	Tree and Shrub Maintenance	WK	52	\$	\$
156	Exterior Color: Plants	WK	52	\$	\$
157	Ground Cover and Beds	WK	52	\$	\$
158	Trails and Trailheads	WK	52	\$	\$
159	Parking Lots	WK	52	\$	\$
160	Weed Control (4 times per month March through October)	EA	48	\$	\$
161	Weed Control (3 times per month November through February)	EA	12	\$	\$
162	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
163	Fertilization (3 times per year)	EA	3	\$	\$
164	Mulch Supply and Install (Once a year)	CY	30	\$	\$
165	Litter and Debris Pick-Up	YR	1	\$	\$
166	Irrigation Maintenance and Repair Services	YR	1	\$	\$

167	Spring Clean-Up	EA	1	\$	\$
168	Fall Clean-Up	EA	1	\$	\$
169	Emergency Debris Removal Services	LS	1	\$	\$
170	Arborist/Horticultural Services	LS	1	\$	\$
TOTAL ANNUAL COST:					\$

TOTAL ANNUAL COST: (TOTAL ANNUAL COST AMOUNTS ADDED TOGETHER)	\$
INITIAL THREE (3) YEAR CONTRACT TERM TOTAL COST AMOUNT: (TOTAL ANNUAL COST X 3)	\$
RENEWAL OPTION NUMBER 1: TOTAL ANNUAL COST: (YEAR 4 + 3% INCREASE)	\$
RENEWAL OPTION NUMBER 2: TOTAL ANNUAL COST: (YEAR 5 + 3% INCREASE)	\$
TOTAL COST WITH RENEWAL OPTIONS: (INITIAL THREE (3) YEAR + 2 RENEWAL OPTIONS)	\$

ADDITIONAL SERVICES

ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
1	Edging	WK	1	\$	\$
2	Mowing	WK	1	\$	\$
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	1	\$	\$
4	Tree and Shrub Maintenance	WK	1	\$	\$
5	Exterior Color: Plants	WK	1	\$	\$
6	Ground Cover and Beds	WK	1	\$	\$
7	Parking Lots	WK	1	\$	\$
8	Weed Control (4 times per month March through October)	EA	48	\$	\$
9	Weed Control (3 times per month November through February)	EA	12	\$	\$
10	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$	\$
11	Fertilization (3 times per year)	EA	3	\$	\$
12	Mulch Supply and Install (Once a year)	YR	1	\$	\$
13	Litter and Debris Pick-Up	YR	1	\$	\$
14	Spring Clean-Up	EA	1	\$	\$
	Fall Clean-Up	EA	1	\$	\$

15					
16	Arborist/Horticultural Services	EA	1	\$	\$
17	Irrigation Inspection, Maintenance and Repair Services	EA	1	\$	\$



City of Stonecrest, Georgia
Procurement Department
3120 Stonecrest Blvd., Suite 190
Web: www.stonecrestga.org
Office: Phone: (772)-224-0200
Email: Procurement@stonecrestga.org

PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICE

ITB-0013-25

TO: ALL BIDDERS
FROM: CITY OF STONECREST PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. THREE
DATE: OCTOBER 2, 2025
CC: GENERAL PUBLIC

NOTICE: This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

1. BIDS DUE DATE CHANGE:

ORIGINAL:
October 7, 2025, on or before 3:00pm

REVISED:
October 16, 2025, on or before 3:00pm.

ALL OTHER INFORMATION IN THIS SECTION REMAINS THE SAME.

Addendum No. 3 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Thursday, October 16, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official
3120 Stonecrest Blvd., Suite 190
Stonecrest, Ga. 30038
Phone: (772)-224-0200
Email: Tboynton@stonecrestga.gov

NAME OF COMPANY

BIDDER'S

SIGNATURE DATE: _____

Questions & Answers - 1

Solicitation ITB-0013-25 - PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICES
Buying Organization City of Stonecrest

No	Question/Answer	Question Date
Q1	<p>Question: Previous Bid</p> <p>Can you provide us with the previous contractor for this bid, their annual pricing documents, and any bid tabs from the previous bid?</p> <p>Answer: The previous contractor was Kitson's Landscaping, LLC. (2022). The annual award amount was \$393,952.00. The contract was terminated. The contractor was paid \$27,462.17 for work performed. The contract was terminated.</p> <p>To view the actual requested documents, an Open Records Request is required. Please submit an Open Records Request to the City Clerk Office.</p>	09/08/2025
Q2	<p>Question: Proposal Award</p> <p>Will the City use any grading criteria to select its vendor (using a best value system), or will the City award based on cost only?</p> <p>Answer: This is an ITB. Award will be made to the lowest responsive and responsible bidder.</p>	09/08/2025
Q3	<p>Question: Field Mowing</p> <p>Are the ball fields to be rotary or reel mowed under this contract?</p> <p>Answer: The baseball fields are to be rotary mowed.</p>	09/16/2025
Q4	<p>Question: bid question</p> <p>Is a bond required for this contract ?</p> <p>Can we visit the location at any time ?</p> <p>What was the prior vendor's cost/contract budget?</p> <p>When will this contract begin?</p> <p>Will it be awarded to one or multiple contractors?</p> <p>Answer: 1. No, a bond is not required for this contract.</p> <p>2. Yes, The parks and trails are open to the public.</p> <p>3. Refer to Question No. 1.</p> <p>4. Within 10 days upon receipt of the fully execution of the contract, Notice to Proceed and Purchase Order.</p> <p>5. The City is seeking to enter into a contract with 1 contractor.</p>	09/18/2025
Q5	<p>Question: Everett Park</p> <p>What is the expected landscape service at Everett Park each week</p> <p>Answer: Please refer to Attachment "B" – Bid Cost Proposal Form (Bid Sheet) No. 7.</p>	09/22/2025

No	Question/Answer	Question Date
Q6	<p>Question: Park service maps Please provide map with landscape areas to be serviced at each park.</p> <p>Answer: Please refer to Attachment "C" – Aerial Map Images and Location Maps. Services will be performed in the open park and field spaces shown in the images. Contractors are not required to perform landscape services in the tree line areas.</p> <p>Note: Botanical Garden at Fairington Park – City is procuring design and construction services at this time. This site is not open to the public. Contractor will be paid according to Attachment "B" – Bid Cost Proposal Form (Bid Sheet), Everett Park - This site is not open to the public. Contractor will be paid according to Attachment "B" – Bid Cost Proposal Form (Bid Sheet). It is anticipated that work will be in the "Flat" area shown on the map and not within the "tree line" area. Miners Cree/Panola Shoals – This site is not open to the public. Contractor will be paid according to Attachment "B" – Bid Cost Proposal Form (Bid Sheet).</p>	09/22/2025
Q7	<p>Question: Turf Program Most of the sports fields do not have a health crop of Bermuda grass. If a turf treatment is applied there is a high probability that it will turn the fields to dirt. Do you want us to put in the quote to apply turf treatments to all fields or just the fields that will benefit from it?</p> <p>Answer: The contractor should only apply turf treatment to the fields that will benefit from it.</p> <p>Per the solicitation,</p> <p>It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.</p> <p>Do not submit a separate quote. Please review the solicitation package and attachments. Bidder's must complete and submit Attachment "B" - Bid Cost Proposal Form (Bid Sheet).</p>	09/22/2025
Q8	<p>Question: Top dressing The specs call for 3 topdressings. With the condition of the fields this is a high cost to treat weeds. Do you want to stay with 3 or reduce to 1 top dressing?</p> <p>Answer: The City is requesting 3 top dressings in accordance with the scope of services.</p>	09/22/2025
Q9	<p>Question: pass through account Will the county create a pass through to purchase certain materials and put it through the pass through to get reimbursed for materials.</p> <p>Answer: No. Bidder's should incorporate the cost of all materials in their cost in the bid line items provided for each location and services requested.</p>	09/22/2025

Supplier Activity by Solicitation

Report Executed By: Tanisha Boynton
Report Executed On: 11-05-2025 09.44.40 AM

Solicitation Number: ITB-0013-25

					All Suppliers			
Solicitation Number	Title	Publication Date	Closing Date	Status	Notified	Document/ Plan Takers	Submitted Bids	Downloaded documents
ITB-0013-25	PARKS, SPORTS FIELDS AND TRAILS LANDSCAPE AND MAINTENANCE SERVICES	09-05-2025	10-16-2025	Bids published	987	115	5	514
Totals					987	115	5	514