



## CITY OF STONECREST, GEORGIA

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### CITY COUNCIL SPECIAL CALLED MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Wednesday, September 14, 2022 at 7:00 PM

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*Mayor Jazzmin Cobble*

*Council Member Tara Graves - District 1      Council Member Rob Turner - District 2*

*District 3 - Vacant      Mayor Pro Tem George Turner - District 4*

*Council Member Tammy Grimes - District 5*

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**Citizen Access:** [Stonecrest YouTube Live Channel](#)

**I. CALL TO ORDER:** George Turner, Mayor Pro-Tem

**II. ROLL CALL:** Sonya Isom, City Clerk

**III. AGENDA ITEMS**

**a. For Decision** - TMOD 22-012 Animal Exhibition Ordinance - *Ray White*

**b. For Approval** - Landscape Maintenance Vendor Contract - *Gia Scruggs*

**c. For Approval** - Contract for Security Services - *Gia Scruggs*

**d. For Approval** - Purchase of playground equipment for Salem Park - *Gia Scruggs*

**e. For Decision** - Purchasing Card Policy Revision - *Gia Scruggs*

**f. For Decision** - Purchasing Policy Revision - *Gia Scruggs*

**IV. EXECUTIVE SESSION**

*(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)*

**a.** Personnel, Real Estate and Legal Matters

**V. ADJOURNMENT**

*Americans with Disabilities Act*

*The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.*

*If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.*



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: TMOD-22-012 Animal Exhibition**

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**AGENDA SECTION:** *(check all that apply)*

- PRESENTATION**     **PUBLIC HEARING**     **CONSENT AGENDA**     **OLD BUSINESS**  
 **NEW BUSINESS**     **OTHER, PLEASE STATE:** Click or tap here to enter text.
- 

**CATEGORY:** *(check all that apply)*

- ORDINANCE**     **RESOLUTION**     **CONTRACT**     **POLICY**     **STATUS REPORT**  
 **OTHER, PLEASE STATE:** Click or tap here to enter text.
- 

**ACTION REQUESTED:**  **DECISION**     **DISCUSSION**,     **REVIEW**, or     **UPDATE ONLY**

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**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Wednesday, September 14, 2022

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**SUBMITTED BY:** Keedra T. Jackson, Senior Planner

**PRESENTER:** Ray White, Planning & Zoning Director

**PURPOSE:** The following document includes recommended zoning language at the request of the City in response to an applicant, in the City of Stonecrest, who desires to operate an “Animal Exhibition” as defined by the USDA “Animal Welfare Act and Animal Welfare Regulations”.

**FACTS:** Seaquest has been operating under C-1 zoning that does not list aquarium/petty zoo as a permitted use. The intent of the text amendment to bring Seaquest into compliance and create language in the zoning ordinance to allow such use in C-1 and C-2 zoning.

**OPTIONS:** Choose an item. Click or tap here to enter text.

**RECOMMENDED ACTION:** Discussion Only

**ATTACHMENTS:**

- (1) Attachment 1 - Stonecrest Wildlife Exhibitor Zoning Language
- (2) Attachment 2 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

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- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 -
- (5) Attachment 5 - Click or tap here to enter text.

**Stonecrest Zoning – Indoor Animal Exhibition**

The following document includes recommended zoning language at the request of the City in response to an applicant, in the City of Stonecrest, who desires to operate an “Animal Exhibition” as defined by the USDA “Animal Welfare Act and Animal Welfare Regulations”.

Recommended Use: **Indoor Animal Exhibition**

Recommended Definition: An **Indoor Animal Exhibition** shall be any person, company or organization displaying any animals in an enclosed structure or building, to the public, for compensation, whether operating for profit or not. This use includes, but is not limited to indoor zoos, petting zoos, educational centers, carnivals, circuses and animal sanctuaries. This use shall not include retail pet stores, owners of domesticated household pets for personal enjoyment, county fairs, livestock shows, purebred dog or cat shows, or other similar events.

**Outdoor Animal Exhibition** means any sanctioned agricultural fair where animals are displayed on the exhibition grounds for physical contact with humans. It involves animal gathering organized for the purpose of comparing and judging the qualities of animals or presenting them for educational purposes and the main purpose of which is not to market them; facilities shall include zoos, wildlife or fauna parks, aquariums and museums with live exhibits.

Recommended Zoning District: **C-1 and C-2** is the recommended district as this is the current location where the applicant, SeaQuest, has been operating as an aquarium and desires to add additional animals other than aquarium-based wildlife.

Recommended Zoning Classification – **Conditional Use**. A conditional use will permit the city to prescribe use standards to ensure appropriate operation and location and that it does not negatively impact surrounding businesses and residents.

Recommended Supplemental Regulations:

As it relates to **Indoor Animal Exhibitions**, such use shall:

1. Be conducted wholly within an enclosed building or structure.
2. Not produce noise, liquids or odors that affects surrounding businesses or property owners.
3. Be properly insured and provide proof of that insurance to the City.
4. Provide written permission from the owner or property manager of the building being occupied to the City.
5. Display a copy of all required valid licenses and permits in a prominent place on premises.
6. Be licensed and comply with all rules and regulations for a “Licensed Class C – Exhibitor” under the Animal Welfare Act (7 U.S.C. 2131 et seq.) and as regulated by the United States Department of Agriculture (USDA) regulations established in the most recent issue of “USDA Animal Care – Animal Welfare Act and Animal Welfare Regulations” (aka the USDA Blue Book). [https://www.aphis.usda.gov/animal\\_welfare/downloads/bluebook-ac-awa.pdf](https://www.aphis.usda.gov/animal_welfare/downloads/bluebook-ac-awa.pdf)).

This license shall be renewed prior to expiration and a copy provided to the City. Upon expiration or non-renewal of the license, the use shall immediately cease operations until a copy of a valid license is provided to the City.

- 7. The outdoor exhibition shall not exceed 5 hours of display.

9. Comply with the Georgia The Department of Agriculture Animal Health Division regulations as established in the [Rules and Regulations of the State of GA Chapter 40-13](#).
10. Comply with applicable standards of the Georgia Department of Natural Resources (DNR) for the regulation of non-native species as per the regulated wild animals/exotics types (<https://gadnrle.org/exotics>), and restricted non-native species found in O.C.G.A. §27-5-4.
11. Comply with applicable regulations and standards for regulated native species as per the Georgia DNR's laws related to native wildlife (<https://gadnrle.org/laws-native-wildlife>). The Georgia DNR shall be notified prior to adding additional regulated species prior to acquisition. Proof of notification and approval may be required at any time by the City of Stonecrest to ensure compatibility.
12. Comply with the Georgia Department of Agriculture (GDA) regulations for general requirements for animal health and disease prevention, including following all requirements for importing animals from out of state, for intrastate transportation, vaccination and quarantine requirements, as applicable, as per the Rules and Regulations of the State of Georgia Chapter 40-13 (<http://rules.sos.state.ga.us/GAC/40-13>).
13. Comply with the Georgia Department of Public Health regulations pertaining to reporting rabies exposure.
14. Comply with DeKalb County requirements for "hazardous animals" as per DeKalb County Code of Ordinances, Chapter 5 – Animals ([https://library.municode.com/ga/dekalb\\_county/codes/code\\_of\\_ordinances?nodeId=COD\\_ECO\\_CH5AN](https://library.municode.com/ga/dekalb_county/codes/code_of_ordinances?nodeId=COD_ECO_CH5AN))



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Landscape Maintenance Services Vendor Recommendation**

**AGENDA SECTION:** *(check all that apply)*

- PRESENTATION     PUBLIC HEARING     CONSENT AGENDA     OLD BUSINESS
- NEW BUSINESS     OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

**CATEGORY:** *(check all that apply)*

- ORDINANCE     RESOLUTION     CONTRACT     POLICY     STATUS REPORT
- OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

**ACTION REQUESTED:**  DECISION     DISCUSSION,     REVIEW, or     UPDATE ONLY

**Previously Heard Date(s):** [Click or tap to enter a date.](#) & [Click or tap to enter a date.](#)

**Current Work Session:** [Click or tap to enter a date.](#)

**Current Council Meeting:** Wednesday, September 14, 2022

**SUBMITTED BY:** Gia Scruggs on Behalf of Leisure Services

**PRESENTER:** Gia Scruggs,

**PURPOSE:** The Finance Department completed the solicitation process for Landscape Maintenance and have prepared a recommendation for Council.

**FACTS:** The Finance Department published solicitation number 2022-07 as an invitation to bid on July 11, 2022. The solicitation closed on August 11, 2022. Five (5) vendors responded to the solicitation. The recommendation is to award the landscape maintenance contract to Kitson’s landscaping for an annual contract amount of \$393,952.00. This contract will be funded from the General Fund – Professional Services - Leisure Services.

**OPTIONS:** Approve, Deny, Defer [Click or tap here to enter text.](#)

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**





## CITY COUNCIL AGENDA ITEM

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- (1) Attachment 1 - Bid Summary
- (2) Attachment 2 - Kitson's Proposal
- (3) Attachment 3 - Draft Service Contract
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

<b>Landscape Maintenance Services Bid Summary</b>	
<b>Vendors</b>	<b>Total Annual Cost</b>
<b>Kitson's Landscaping, LLC</b>	\$393,952.00
<b>Bella-Scapes, LLC</b>	\$466,370.00
<b>Yellowstone Landscape</b>	\$512,076.00
<b>Russell Landscape</b>	\$660,275.00
<b>Thomas Williams Management</b>	\$720,000.00



## LANDSCAPE MAINTENANCE SERVICES

Bid# 2022-007

**Kitson's Landscape Service, LLC**

7192 Center Street

Lithonia, GA 30058

(678) 829-7228

[service@kitsonslandscaping.com](mailto:service@kitsonslandscaping.com)

[www.kitsonslandscaping.com](http://www.kitsonslandscaping.com)



**Kitson's Landscape Services, LLC**  
7192 Center Street  
Lithonia, GA 30058  
(678) 829-7228  
service@kitsonslandscaping.com

City of Stonecrest  
3120 Stonecrest Boulevard  
Stonecrest, Georgia 30038

Attn: Purchasing Department Phone

Dear City of Stonecrest,

Kitson's Landscape Service, LLC, would like to thank the City of Stonecrest for the opportunity to bid on your Landscape Maintenance Services bid. After reviewing this bid proposal, we feel the commitment from the City of Stonecrest to the landscaping and visual appearance of the parks and recreational sites, Kitson's Landscape Service, LLC, will provide the most cost effective proposal.

- Facilities Landscaping
- Trail and Trailhead Maintenance
- Landscape Design Recommendations
- Weekly Activity Reports
- Seven-Point Chemical Program

The City of Stonecrest has requested a very detailed proposal that outlines pricing, capabilities, services, and deliverables. We at Kitson's Landscape Service, LLC understand and agree to the frequency and scope of the services required in the ITB.

## SCOPE OF SERVICES

- 3.0 The scope of services consists of providing mowing, edging, trimming, maintenance of shrubs, hedges, and annual and perennial plants, fertilizing, chemical and mechanical weed control, irrigation maintenance, pest control, sports turf/baseball fields maintenance, mulching, debris removal, and general maintenance of the City own properties, meeting the Performance Standards established in this solicitation.
- 1) The Contractor shall provide a minimum of two (2) dedicated crews of three (3), or an acceptable number of professional staff that can complete the tasks set forth in this bid. Adequate personnel must always be provided to allow all personnel to work in a safe manner.
  - 2) The Contractor shall provide dependable equipment, supplies, tools, and materials necessary to perform complete landscaping and sports fields maintenance.
  - 3) Provide all supplies and materials necessary for the performance of the work. These supplies include but are not limited to turf chemicals, cleaning solvents and any other materials required to properly maintain the parks.
  - 4) All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation.
  - 5) If any question arises about disposal, it will be the contractor responsibility to notify the city for instructions.
  - 6) Provide sports field maintenance services to include but not limited to mowing, trimming of the fields and the surrounding areas.
  - 7) At each city park the contractor shall inspect monthly for poison ivy and treat as necessary and keep all weeds and debris clear of the fence lines and bleachers.
  - 8) The Contractor shall provide a weekly report to the Director of Parks and Recreation of all services provided at each location. The same report shall be available for Finance Director inspection, upon request.

## 4.0 TURF MAINTENANCE

- 4.1 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.

## 4.2 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.

#### 4.3 **TURF MOWING**

- 1) Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- 2) Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- 3) Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is always to be taken when operating around fixtures to prevent damage to them.
- 4) Mowing (Warm Season Bermuda grass): During the warm weather growing season, Bermuda grass shall be maintained at a height of 1 ½” to 2”. All clippings and thatch shall be removed from the turf area. During the growing season, grass shall be cut weekly or as weather conditions dictate.
- 5) Contractor will always keep all mower blades sharp and in good condition during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.

#### 4.4 **TURF EDGING**

- 1) Edging and trimming along curbs, walks, bed edges and tree rings shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season.
- 2) Mow strips shall be treated with a non-selective herbicide as needed.
- 3) Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- 4) Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the city to achieve a solution.

#### 4.5 **Turf Fertilization & Weed Control:**

- 1) 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.
- 2) All lawn areas shall be treated with crabgrass prevention and broad leaf weed control products, as necessary.

#### 4.6 **Aerating:**

- 1) 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.
- 2) Perform aeration when the turf is actively growing and not under stress.
- 3) Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).
- 4) Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.
- 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.

### 5.0 **LANDSCAPE SERVICES**

- 5.1 The Contractor is responsible for providing mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, weed control, pest control, mulching, debris removal, and general maintenance of the City own properties, meeting the Performance Standards established in this solicitation.
- 5.2 Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
- 5.3 Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

- 5.4 The Contractor will be responsible for replacing any flowers, shrubbery, or trees damaged or killed by mowers, metal-blade edgers, trimmers or pesticide applications.
- 5.5 Plant 10 annual flower beds twice a year. It will take approximately 20 flats with 6" containers.
- 5.6 **Parking Lots:**
1. The Parking Lots/Areas shall be inspected daily for debris, damage, and safety issues caused by fallen plant life or downed trees. Dispose of all debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.
  2. Parking lot shall be blown weekly
  3. Any Parking Lot islands must have the mulch refreshed at least twice a year to maintain a neat appearance. The contractor shall apply two to three inches of mulch. The contractor will provide and install the mulch as part of this scope of work.
  4. The islands must be kept weed and grass free using a recommended weed control or by weeding by hand. Pruning of the trees and shrubs shall be done in January. In the parking lot, vegetation will be 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.
- 5.7 **Other Services:**
- 1) **Spring Clean-Up** 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.
  - 2) **Fall Clean-Up** 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.
  - 3) **Beautification** (baseline maintenance/park reset) of all the city owned parks shall be performed and included in pricing. The beautification of the parks will consist of a comprehensive clean-up of debris, leaf removal from all flower beds, turning flower beds, mowing, trimming shrubbery, pruning trees, weed removal, etc. This "kick-off" service will reset the parks to a presentable state and will serve as the baseline for future services and treatments.
  - 4) The City reserves the right to add other locations and/or services as needed. New and unforeseen services will be identified as additional services when determined by the city that such work is not covered by these specifications. Upon notification that additional services will be required, the Contractor shall submit an itemized, written bid for such work to the City.

6.0 **Trees, Shrubs, and Flower Maintenance**



- 1) All plant and tree material are to be pruned in a manner to provide a neat natural appearance.
- 2) Water all flowers and shrubs 2 to 3 times per week throughout the year.
- 3) Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing, corrective, and selective pruning techniques are left to the discretion of the Contractor.
- 4) Limbs that are below 15' from ground level shall be removed with prior written authorization.
- 5) Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.
- 6) Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be sheared to maintain desired shape and height.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the city.
- 13) The Contractor is responsible for cutting and removing any fallen trees in the parks. The Contractor will be requested to provide a separate quote prior to the removal of fallen tree(s)

## **7.0 Ground Cover & Beds**

- 1) Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- 2) All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.

- 3) Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.
- 4) Debris shall be removed during maintenance visits to ensure a neat appearance.
- 5) Soil surfaces shall be raked smooth and cultivated regularly.
- 6) Vines shall be trimmed neatly against supporting structures and kept within bounds.
- 7) Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- 8) Sign faces and windows shall be kept clear of encroaching growth.
- 9) 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 bid for replacement shall be submitted and approved by the City prior to replacement.
- 10) Mulching: The Contractor shall provide and maintain a minimum of 3” of course organic mulch at all times over bare soil areas surrounding shrubs. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch.
- 11) 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.

## **8.0 Exterior Color**

- 1) 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.
- 2) The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- 3) It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.
- 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.
- 5) Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two to three times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.
- 6) 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.

## **9.0 Trail & Trailhead**

- 9.1 The trailhead shall be maintained to facilitate a clean, safe, and assessable greenspace within the City. Dispose of all trash and debris in the dumpsters weekly and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.
- 9.2 The paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.

## **PROPOSED LANDSCAPE MAINTENANCE PLAN**

### **Turf Maintenance Plan**

#### *Mowing and Lawn Maintenance*

We take pride in our work, we manicure grass, not just cut. Our crew is trained to sharpen blades daily, to avoid clumps of clippings and create a uniform cutting height for each service. Each Kitson's Landscape Service crew member has been trained to operate safely and effectively on each property. Understanding mowing heights, and lawn striping use allows our service men to create an environment of clean manicured peace of mind. Each park will be cut weekly and treated for weed emergence. They will be treated before they sprout again. The chemical used on non-germinated areas will kill up to a year.

#### *Edging*

Edging is done every other service. Edging is one of the finishing features of our service, creating clean hard edges and defined plant beds.

#### *Debris Removal*

Debris removal is the most important step in our service, our service men are trained to remove all debris from cutting areas prior to mowing. The esthetics of a well maintained property sustains community pride and provides residents a clean safe environment.

#### *Weed Control*

All service trucks are equipped with a MSDS sheet, for proper documentation of chemicals used on each site. Only service men that have a current applicators license can spray herbicide on our sites. Our service men are not allowed to spray near open water ways or drains. Fence line spraying will be completed as needed. Our primary use for herbicide is in controlling bed weeds crack weeds, and unwanted plants in the landscape.

#### *Pruning*

Trimming and shrubs maintenance improves overall look of the landscape and enriches uniformity of the property. All shrubs to be trimmed will be trimmed with the proper sharpen shears and all clippings will be cleaned up and removed from the property.

Our service crews are trained to avoid running over sprinkler heads and rotors. Yellow flag markers are placed near heads where grass is overgrown to identify them while getting the grass to a maintainable height.

#### *Natural Areas*

Natural forest areas will be maintained and chemically controlled as needed to reduce unwanted vegetation.

**CHEMICAL PROGRAM**

*Chemical program will include, but is not limited to, pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime, and other chemicals consistent with best management practices.*

**1st Application** - First week of June, granular nitrogen, weed control, ammonium nitrate, and grub control.

**2nd Application** - Second week of July, granular nitrogen, weed control and ammonium nitrate.

**3rd Application** - Fourth week of August, pre-emergent and weed control. Will not apply on fields that area being over seeded.

**4th Application** - Second week of October, pre-emergent and weed control. Will not apply on fields that area being over seeded.

**5th Application** - Third week of November, pre-emergent and weed control. Will not apply on fields that are over seeded.

**6th Application** - Third week of February, pre-emergent and weed control.

**7th Application** - Fourth week of March, pre-emergent, weed control, and potash.

**8th Application** - Second week of May, slow-release granular nitrogen with iron and weed control.



OFFICIAL LAWN CARE PROVIDER

July 28, 2022

Let this letter service as notice that TruGreen will provide any and all chemical service needs for the athletic fields as described in bid documents for The City of Stonecrest ITB 2022-007. This will cover any needs currently described in the ITB, as well as any add-on items The City deems necessary for the duration of the contract.

**J.R. Roberts** | Business Development  
**TruGreen Commercial Services**  
8145 Troon Circle | Austell, GA 30168  
1910 Brannan Rd | McDonough, GA 30281  
4529 Knight Rd | Macon, GA 31220  
404-790-5543 Cell  
[jasonroberts@trugreenmail.com](mailto:jasonroberts@trugreenmail.com)  
<https://www.trugreen.com/commercial/home>



**Ag Inputs Division  
Pesticide Applicator Licenses and Certifications**

**Pesticide Applicator Profile**

Roberts, Jason  
86 Medallion Park  
Newnan, GA 30265

License Summary			
License Type	License #	Certification Date	Expiration Date
Commercial	05814	1/5/2020	1/5/2025

Certification Summary		
Licensed Category(s) & Date Attended	Recertification Course(s)	Hours Earned [Total]
24	Ornamental and Turf 3/4/2022	5 [ 5 ]

**RE-CERTIFICATION CREDIT HOURS REQUIRED FOR RENEWAL**

Category/Description	** Hours Required Re-certification	Category/Description	** Hours Required Re-certification
(10) Private Applicator	3	(33) Demonstration and Research	0
(21) Plant Agriculture	10	(34) Aerial Equipment Authorization	0
(22) Animal Agriculture	6	(35) Industrial, Institutional, Structural and Health Related	6
(23) Forestry	6	(36) Wood Treatment	6
(24) Ornamental and Turf	10	(37) Microbial Pest Control	6
(25) Seed Treatment	6	(38) Ag Commodity Fumigation	6
(26) Aquatic	6	(39) Antifoulant Paints	6
(27) Right-of-Way	6	(40) Worker Protection Standards	0
(31) Public Health	10	(41) Mosquito Control	10
(32) Regulatory	6		

**\*\* Re-certification credit hours required per 5-year license period**

If you have questions or find erroneous data, please contact GDA Licensing Division by e-mail at [gdalicensing@agr.georgia.gov](mailto:gdalicensing@agr.georgia.gov) or call 404-586-1411 or mail to:

Georgia Department of Agriculture  
Ag Inputs Division  
19 Martin Luther King, Jr. Dr. SW  
Atlanta, GA 30334

**Date Last Updated: 8/11/2022**

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# ITEM III. b. GROUNDS CARE *Solutions*



## FORMULA 400-X **PARCH**®

CONCENTRATED, NON-SELECTIVE WEED KILLER



- For post-or pre-emergent control
- VOC-compliant
- Effective for one year





# FORMULA 400-X PARCH®

**CONCENTRATED, NON-SELECTIVE WEED KILLER**

Item III. b.

## FORMULATED FOR RESULTS

This emulsifiable concentrate, non-selective herbicide is used for controlling a variety of annual and perennial weeds and grasses. It is recommended for use only on non-cropland areas such as railroad right-of-ways, fence rows, parking lots, outside of buildings, loading ramps, storage yards, tank farms and industrial sites. The degree of control and duration of results depends on the amount of herbicide applied, soil type, rainfall and other conditions. This product is also highly recommended for municipal weed control and as a semi-soil sterilant.

## FOR USE ON/OR AROUND:

- Storage areas
- Pumps
- Machinery
- Fuel tanks
- Recreational areas
- Roadways
- Guard rails
- Airports
- Military installations
- Highway medians
- Pipelines
- Lumberyards
- Rights-of-way
- Fences
- Railroads

## Also...

for use around buildings or industrial sites (cross connects, pedestals, transformers, vaults, buried cable closures, telephone booths, and fire plugs) where bare ground is desired. A wide variety of annual and perennial weeds and grasses are controlled in the above sites.

## DIRECTIONS FOR USE:

It is a violation of federal law to use this product in a manner inconsistent with its label.

This product is designed for non-selective weed control in non-cropland areas such as parking lots, fence rows, railroad sidings, storage yards, around buildings or industrial sites.

Mix 1 gallon of this herbicide with 10 gallons of water and apply uniformly over 1000 square feet of soil surface. Thoroughly wet all foliage to insure contact action. Best results are obtained when the applications are made during or after weed emergence while growth is succulent. Where vegetation is tall and dense, use 1-1/2 gallons of this product with 10 gallons of water per 1000 square feet.

For control of hard-to-kill perennial weeds and grasses such as Johnsongrass, bindweed and wild carrot, use 1-1/2 to 1-2/3 gallons of this herbicide mixed with 10 gallons of water per 1000 square feet. Although this product has considerable activity through foliar contact, much of its activity is through the roots; therefore, adequate rainfall is necessary to move the herbicide into the root zone.

Care must be taken to keep this herbicide away from desirable flower beds, lawns and shrubs. Do not apply over roots of valuable trees, shrubs or woody ornamental plants. Only apply this herbicide outside the dripline of trees. Avoid spray drift to desirable plants. For all applications, do not apply more than 60 gallons of this product per acre per year.

## TECHNICAL DATA:

**APPEARANCE:** light yellow liquid

**ODOR:** petroleum

**ACTIVE INGREDIENTS:** Prometon:2,4-bis (isopropylamine)-6-methoxy-s-triazine 3.73%

**FLASHPOINT:** 145°F

**AUTHORIZATIONS:** registered with the Environmental Protection Agency

## PACKAGING

123269	55 GL Drum
123268	20 GL Drum
123267	1 GL Bottle/CS4



**State Industrial Products**  
5915 Landerbrook Drive  
Mayfield Heights, OH 44124  
To Order Call: 1-866-747-2229  
www.stateindustrial.com

**Puerto Rico**  
Royal Industrial Park, Bldg "M"  
Local #5, Carr 869, km 1.5 Palmas  
Cataño, P.R. 00962  
To Order Call: 787-275-3185



## QUALITY CONTROL PLAN

As a demonstration of our commitment to excellence, we have a thorough and comprehensive continuous quality control and improvement program to identify and prevent defects in the quality of service performed. We take immense pride in the quality of the services we provide to our clients.

### Supervisory Role

The Supervisor will do unannounced inspections of a set number of parks each day and all high visibility areas will be inspected daily. If any assigned work area is found to be below the company standards (i.e., a negative report from community member), the assigned employee(s) will be counseled and given instruction regarding any identified deficiencies to resolve performance problems and prevent its reoccurrence and the deficiency will be corrected *within 24 hours*. *If any equipment is found to be defective, the Supervisor will immediately remove it from the worksite and replace it with properly working equipment.*

### Quality Control

At least once a month, the Operations Manager will do tracking & trending of the Quality Control inspection data utilizing our Quality Control inspection flow chart. If a trend in work deficiencies is identified, the employee in question will be retrained if necessary and if the deficiencies continue, disciplinary action will result. The Operations Manager will discuss the results of the Quality Control Inspection flow sheet with the Supervisor to identify viable alternative work processes that can be utilized to correct the deficiencies and improve work processes to improve performance and efficiency. We also welcome all employee input in this process.

Any customer complaints will be documented in our Communications logbook, which will be maintained by the Supervisor. He/she will meet with your representative on a regular basis to ensure your satisfaction with our service. The records of all inspections will be kept and made available throughout the contract performance period and for the period after contract completion until final settlement of all claims under this contract.

### Key Control

A set of keys will be kept in the possession of the Supervisor, who will distribute them as needed to each crew. Any employee who receives keys will be held financially responsible for all costs associated with a lost key (e.g., rekeying locks, making new keys and alarm code changes) if they are found to be intentionally negligent in maintaining control of their keys.

We maintain a list of all employees, their address, their home and cell phone numbers and emergency contacts and this list is updated monthly at every staff meeting or whenever there is a change.



GEORGIA  
CORPORATIONS  
DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

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What's New? | FAQs (http://sos.ga.gov/index.php/corporations/faq) | Personalization |  
Logout (/)

Welcome **GILBERT ATKINSON**

Last Login: 8/9/2022 12:40:25 PM

Thursday, August 11, 2022

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: **KITSON'S LANDSCAPING LLC** Control Number: **10019739**  
Business Type: **Domestic Limited Liability Company** Business Status: **Active/Compliance**  
Business Purpose: **NONE**  
Principal Office Address: **7192 Center Street, Lithonia, GA, 30058, USA** Date of Formation / Registration Date: **3/15/2010**  
State of Formation: **Georgia** Last Annual Registration Year: **2022**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Gilbert Atkinson**  
Physical Address: **7192 Center Street, Lithonia, GA, 30058, USA**  
County: **Dekalb**

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Filing History

Name History

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# **Equipment List**

## **Exhibit A**

**Kitson's Landscape Services, LLC**  
7192 Center Street  
Lithonia, GA 30058  
(678) 829-7228  
service@kitsonslandscaping.com

### **Equipment List**

This equipment is currently on hand and available for use on this project and includes the following:

#### **Vehicles**

Water Tank w Pump (300 gal.)  
Ford Econoline (x2)  
Ford 150 (x4)  
Nissan 10' Truck (2)

#### **Equipment**

- Kubota Skid Steer
- Stihl Weedeaters (x6)
- Stihl Blowers (x8)
- Stihl Hand Held Edgers
- Skid Steer (x2)
- Kubota RTV 900 XTS-H
- Toro Workman 2100
- Thatchmaster TM600
- Kubota ZTR
- Kubota RTV 1200
- MTD Walk Behind Edger
- Troy Built Edger
- Stihl 5 Gal Backpack Liquid Sprayer
- Lesco 4Gal Backpack Liquid Sprayer

#### **Tools**

- Trimmers
- Edgers
- Hand and Pole Shears
- Pole Chain Saws
- Chain Saws
- Back Pack Blowers
- Billy Goat Walk Behind Blowers
- Billy Goat Vacuums
- Back Pack Sprayers
- Tank Mounted Sprayers
- Post Hole Augers
- Pressure Washers
- Assorted Hand Tools

# References

## Exhibit B

Jeff Thomas  
Plant Engineer  
DeKalb County Department of Watershed Management  
Snapfinger Wastewater Treatment Plant  
4123 Flakes Mill Road  
Decatur, GA 30034

Kitson's Landscaping  
7192 Center Street  
Lithonia, GA 30058

To Whom This May Concern:

Kitson's has provided our wastewater plant and wet well landscape maintenance for several years and have provided impeccable service. Kitson's has led a professional team and has not missed a beat performing services to our 200+ acres of grassland, our largest being at our sister plant Pole Bridge. Our Pole Bridge plant has a large amount of animal life and is used for hunting. The landscaper needs to be mindful of animal life and what chemicals are used for weed control. Kitson's has met this challenge. Kitson's has provided excellent services to DeKalb County for over 4 years and has my endorsement for any commercial landscape contracts they seek.

If there are any questions, please feel free to call me at (404) 664-6956

Cordially,



Jeff Thomas  
Plant Engineer

# **Sample Weekly Report**

## **Exhibit C**



### Landscape Maintenance Services

	Week of:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Inspect mulch and equipment in playground						
2	Inspect Dog Parks/Stations (add mulch as necessary)						
3	Rake Mulch in Playground						
4	Blow all surface areas and remove debris						
5	Landscaping: mowing, edging, trimming, and blowing						
6	Issue Problem report and quote						
7	Mow Sports Fields						
8	7-Point Herbicide and Pesticide Treatment						

Notes:


<b>Crew Member Name</b>	
<b>Onsite Supervisor Name</b>	

**Certificate of Insurance**  
**Exhibit D**



# **Certification of Sponsor Drug Free Workplace**

## **Exhibit E**

DRUG-FREE

# Certification

Kitsons Landscape Service, LLC

Has Been Certified As A  
**DRUG-FREE WORK PLACE**

And Is Awarded this Certificate By The State Board of Workers' Compensation

This Day of August 11, 2022

And Expires August 11, 2023



*[Handwritten Signature]*  
\_\_\_\_\_  
CHAIRMAN

**PROFESSIONAL SERVICES AGREEMENT  
LANDSCAPE 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 **KITSON’S LANDSCAPING, LLC**, 7192 Center Street, Lithonia, Georgia 30058 (“Contractor”).

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing; and parks and sports fields maintenance services.

**WHEREAS**, Contractor submitted a response to the City’s Request for Proposal No. 2022-07 for parks and Landscape Maintenance Services, which was selected by the City as the most responsive;

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services 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 be for one (1) year, commencing on \_\_\_\_\_, 2022 (“Effective Date”) and terminating on \_\_\_\_\_, 2023 (“Initial Term”). The City shall have the option to renew the Agreement for additional four (4) one (1) year terms with the same terms and conditions at the end of the Initial Term, and any additional renewal terms, not to exceed five (5) years from the Effective Date. At the end of each term, the City may at its discretion, exercise the renewal option with a written notice thirty (30) days prior to the expiration of each term, unless otherwise terminated pursuant to the terms herein. The

Agreement shall end absolutely without any further obligation on the part of the City at the end of each term.

#### **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. 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, subcontractors, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, subcontractors, 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.** The Contractor shall pay reasonable attorneys' fees to the City should the City be required to incur attorneys' fees in enforcing the provisions of this Agreement.

**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: [jallenjackson@stonecrestga.gov](mailto:jallenjackson@stonecrestga.gov)

**With copies to:**

City Attorney  
Fincher Denmark, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

Gilbert Atkinson  
7192 Center Street  
Lithonia, GA 30058  
[service@kitsonlandscaping.com](mailto:service@kitsonlandscaping.com)

**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]**

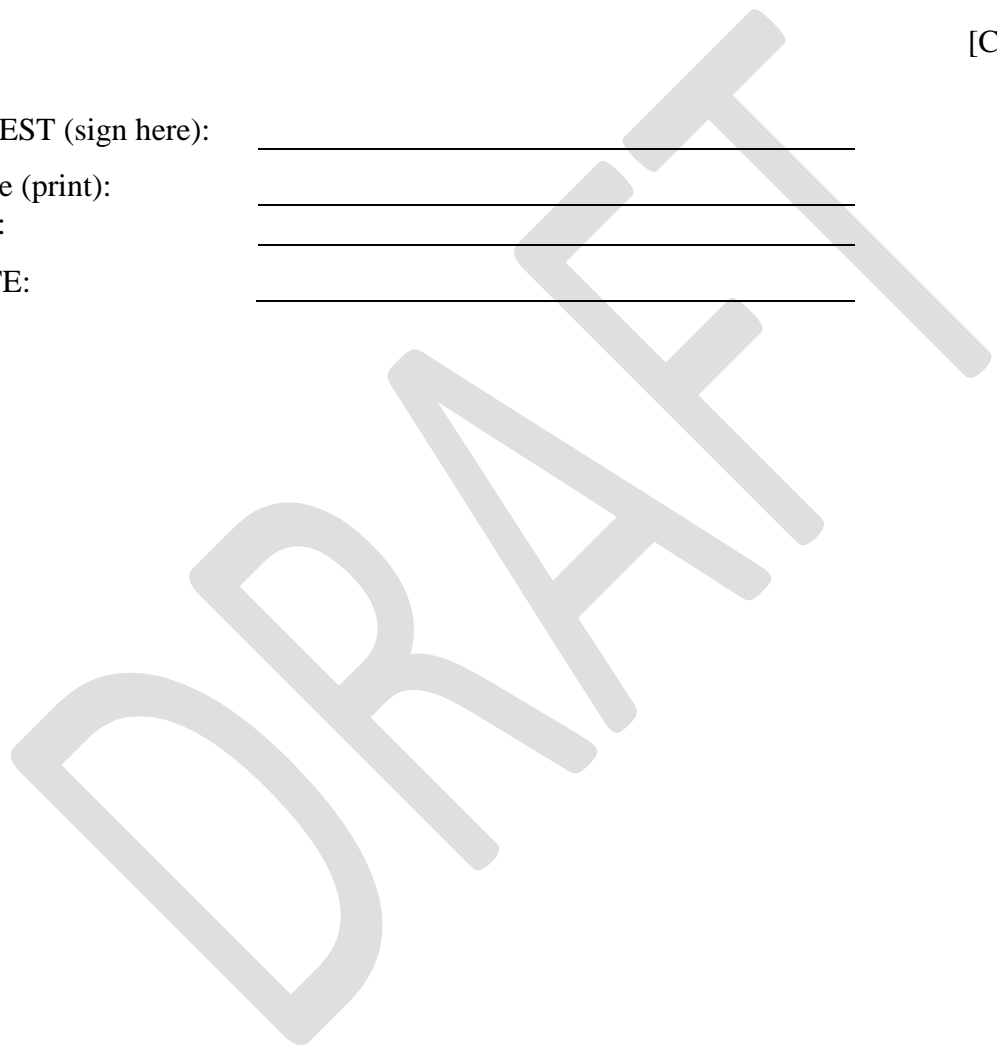
Executed on behalf of:

**CONTRACTOR,**

BY (sign here): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
DATE: \_\_\_\_\_



## **EXHIBIT A SERVICES/ SCOPE OF WORK**

### **SCOPE OF SERVICES**

3.0 The scope of services consists of providing mowing, edging, trimming, maintenance of shrubs, hedges, and annual and perennial plants, fertilizing, chemical and mechanical weed control, irrigation maintenance, pest control, sports turf/baseball fields maintenance, mulching, debris removal, and general maintenance of the City own properties, meeting the Performance Standards established in this solicitation.

- 1) The Contractor shall provide a minimum of two (2) dedicated crews of three (3), or an acceptable number of professional staff that can complete the tasks set forth in this bid. Adequate personnel must always be provided to allow all personnel to work in a safe manner.
- 2) The Contractor shall provide dependable equipment, supplies, tools, and materials necessary to perform complete landscaping and sports fields maintenance.
- 3) Provide all supplies and materials necessary for the performance of the work. These supplies include but are not limited to turf chemicals, cleaning solvents and any other materials required to properly maintain the parks.
- 4) All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation.
- 5) If any question arises about disposal, it will be the contractor responsibility to notify the City for instructions.
- 6) Provide sports field maintenance services to include but not limited to mowing, trimming of the fields and the surrounding areas.
- 7) At each city park the contractor shall inspect on a monthly basis for poison ivy and treat as necessary and keep all weeds and debris clear of the fence lines and bleachers.
- 8) The Contractor shall provide a weekly report to the Director of Parks and Recreation of all services provided at each location. The same report shall be available for Finance Director inspection, upon request.

### **4.0 TURF MAINTENANCE**

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.

#### 4.1 **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.

#### 4.2 **TURF MOWING**

- 1) Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- 2) Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- 3) Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid

unsightly growth at the base. Care is always to be taken when operating around fixtures to prevent damage to them.

- 4) Mowing (Warm Season Bermuda grass): During the warm weather growing season, Bermuda grass shall be maintained at a height of 1 ½" to 2". All clippings and thatch shall be removed from the turf area. During the growing season, grass shall be cut weekly or as weather conditions dictate.
- 5) Contractor will keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.

#### **4.3 TURF EDGING**

- 1) Edging and trimming along curbs, walks, bed edges and tree rings shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season.
- 2) Mow strips shall be treated with a non-selective herbicide as needed.
- 3) Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- 4) Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

#### **4.4 Turf Fertilization & Weed Control:**

- 1) 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.
- 2) All lawn areas shall be treated with crabgrass prevention and broad leaf weed control products as necessary.

#### **4.5 Aerating:**

- 1) 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.
- 2) Perform aeration when the turf is actively growing and not under stress.



- 3) Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).
- 4) Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.
- 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.

#### 4.6 **Top Dressing:**

- 1) 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.
- 2) Apply no more than ½" of material during an application. Incorporate the material by mat dragging.

#### 4.7 **Verticutting:**

- 1) Provide de-thatching as needed within a comprehensive sport field maintenance schedule/program.

### 5.0 **LANDSCAPE SERVICES**

- 1) The Contractor is responsible for providing mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, weed control, pest control, mulching, debris removal, and general maintenance of the City own properties, meeting the Performance Standards established in this solicitation.
- 2) Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
- 3) Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.
- 4) The Contractor will be responsible for replacing any flowers, shrubbery, or trees damaged or killed by mowers, metal-blade edgers, trimmers or pesticide applications.
- 5) Plant 10 annual flower beds twice a year. It will take approximately 20 flats with 6" containers.

#### 5.1 **Parking Lots:**

- 1) The Parking Lots/Areas shall be inspected daily for debris, damage, and

safety issues caused by fallen plant life or downed trees. Dispose of all debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.

- 2) Parking lot shall be blown weekly
- 3) Any Parking Lot islands must have the mulch refreshed at least twice a year to maintain a neat appearance. The contractor shall apply two to three inches of mulch. The contractor will provide and install the mulch as part of this scope of work.
- 4) The islands must be kept weed and grass free using a recommended weed control or by weeding by hand. Pruning of the trees and shrubs shall be done in January. In the parking lot, vegetation will be 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.

## 5.2 Other Services:

- 1) **Spring Clean-Up** 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.
- 2) **Fall Clean-Up** 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.
- 3) **Beautification** (baseline maintenance/park reset) of all of the city owned parks shall be performed and included in pricing. The beautification of the parks will consist of a comprehensive clean-up of debris, leaf removal from all flower beds, turning flower beds, mowing, trimming shrubbery, pruning trees, weed removal, etc. This "kick-off" service will reset the parks to a presentable state and will serve as the baseline for future services and treatments.
- 4) The City reserves the right to add other locations and/or services as needed. New and unforeseen services will be identified as additional services when determined by the city that such work is not covered by these specifications. Upon notification that additional services will be required, the Contractor shall submit an itemized, written bid for such work to the City.

**6.0 TREE AND SHRUB, & FLOWER MAINTENANCE**

- 1) All plant and tree material are to be pruned in a manner to provide a neat natural appearance.
- 2) Water all flowers and shrubs 2 to 3 times per week throughout the year.
- 3) Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing, corrective, and selective pruning techniques are left to the discretion of the Contractor.
- 4) Limbs that are below 15' from ground level shall be removed with prior written authorization.
- 5) Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.
- 6) Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be sheared to maintain desired shape and height.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.

- 13) The Contractor is responsible for cutting and removing any fallen trees in the parks. The Contractor will be requested to provide a separate quote prior to the removal of fallen tree(s)

## **7.0 GROUND COVER AND BEDS**

- 1) Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- 2) All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.
- 3) Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.
- 4) Debris shall be removed during maintenance visits in order to ensure a neat appearance.
- 5) Soil surfaces shall be raked smooth and cultivated regularly.
- 6) Vines shall be trimmed neatly against supporting structures and kept within bounds.
- 7) Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- 8) Sign faces and windows shall be kept clear of encroaching growth.
- 9) 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 bid for replacement shall be submitted and approved by the City prior to replacement.
- 10) Mulching: The Contractor shall provide and maintain a minimum of 3" of course organic mulch at all times over bare soil areas surrounding shrubs. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch.
- 11) 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.

## **8.0 EXTERIOR COLOR**

- 1) 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.

- 2) The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- 3) It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.
- 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.
- 5) Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two to three times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.
- 6) 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.

**9.0 TRAIL AND TRAILHEAD**

- 1) The trailhead shall be maintained to facilitate a clean, safe, and assessable greenspace within the City. Dispose of all trash and debris in the dumpsters weekly and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.
- 2) The paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.

The locations covered under this contract include the following, other locations may be added in the future:

Facilities	Address	Approximate Acreage	Landscaping	Sport Turf
Browns Mill Park Complex & Aquatic Center	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	1.0	
Fairington Park	2831 Fairington Parkway	5.26	1.90	3.36
“New” Fairington Park	Intersection Fairington Club Drive and Fairington Pkwy	1.5	1.5	
Everett Park	5106 Klondike Road	84.6	84.6	
Panola Shoals	4432 Panola Road (Snapfinger)	10.5	10.5	
Sam’s Club	2994 TURNER HILL RD	3	1	
	<b>Total Acreage</b>	156.49	118.82	35.67

DRAFT

**EXHIBIT B**  
**COST PROPOSAL**  
(ATTACHED)

DRAFT

Landscape Maintenance Services

KITSON'S COST PROPOSAL FORM

Item No.	Facility	Landscape Maintenance (Mowing, blowing, edging, trimming all grass areas. Trimming shrubs, trees (below 15'), and plant life. Includes herbicide and pesticide treatment as needed)	Fertilization & Weed Control	Mulching	Aeration 4 times per year	Park Reset (Beautification)	Spring Clean-up	Fall Clean-up	Total Annual Cost
1	Browns Mill Park Complex & Aquatic Center	\$ 24,430.00	\$ 10,800.00	\$ 7,600.00	\$ 6,200.00	\$ 15,500.00	\$ 8,950.00	\$ 8,950.00	\$ 82,430.00
2	Southeast Athletic Complex	\$ 24,430.00	\$ 10,800.00	\$ 7,600.00	\$ 6,200.00	\$ 15,500.00	\$ 8,950.00	\$ 8,950.00	\$ 82,430.00
3	Salem Park	\$ 9,800.00	\$ 2,800.00	\$ 2,800.00	\$ 1,500.00	\$ 2,200.00	\$ 8,800.00	\$ 8,800.00	\$ 36,700.00
4	Gregory Moseley Park	\$ 8,200.00	\$ 1,800.00	\$ 2,800.00	\$ 1,800.00	\$ 2,200.00	\$ 6,200.00	\$ 62.00	\$ 23,062.00
5	Fairington Pk.	\$ 24,430.00	\$ 10,800.00	\$ 7,600.00	\$ 6,200.00	\$ 15,500.00	\$ 8,950.00	\$ 8,950.00	\$ 82,430.00
6	New Fairington Park	\$ 8,200.00	\$ 1,800.00	\$ 2,800.00	\$ 1,800.00	\$ 2,200.00	\$ 6,200.00	\$ 6,200.00	\$ 29,200.00
7	Panola Shoals	\$ 8,200.00	\$ 1,800.00	\$ 2,800.00	\$ 1,800.00	\$ 2,200.00	\$ 6,200.00	\$ 6,200.00	\$ 29,200.00
8	Sam's Club	\$ 8,200.00	\$ 1,800.00	\$ 2,800.00	\$ 1,800.00	\$ 1,500.00	\$ 6,200.00	\$ 6,200.00	\$ 28,500.00
12									\$ -
13									\$ -
14									\$ -
		\$ 115,890.00	\$ 42,400.00	\$ 36,800.00	\$ 27,300.00	\$ 56,800.00	\$ 60,450.00	\$ 54,312.00	\$ 393,952.00

Company Name: Kitson's Landscaping Service, LLC

Company Authorized Official: (print name) Gilbert Atkinson

Authorized Official Signature: *Gilbert Atkinson*

Date: 8/8/2022

Emmerson, Georgia 885 West Tower / A House Maintenance



**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.

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**EXHIBIT C**  
**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**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**

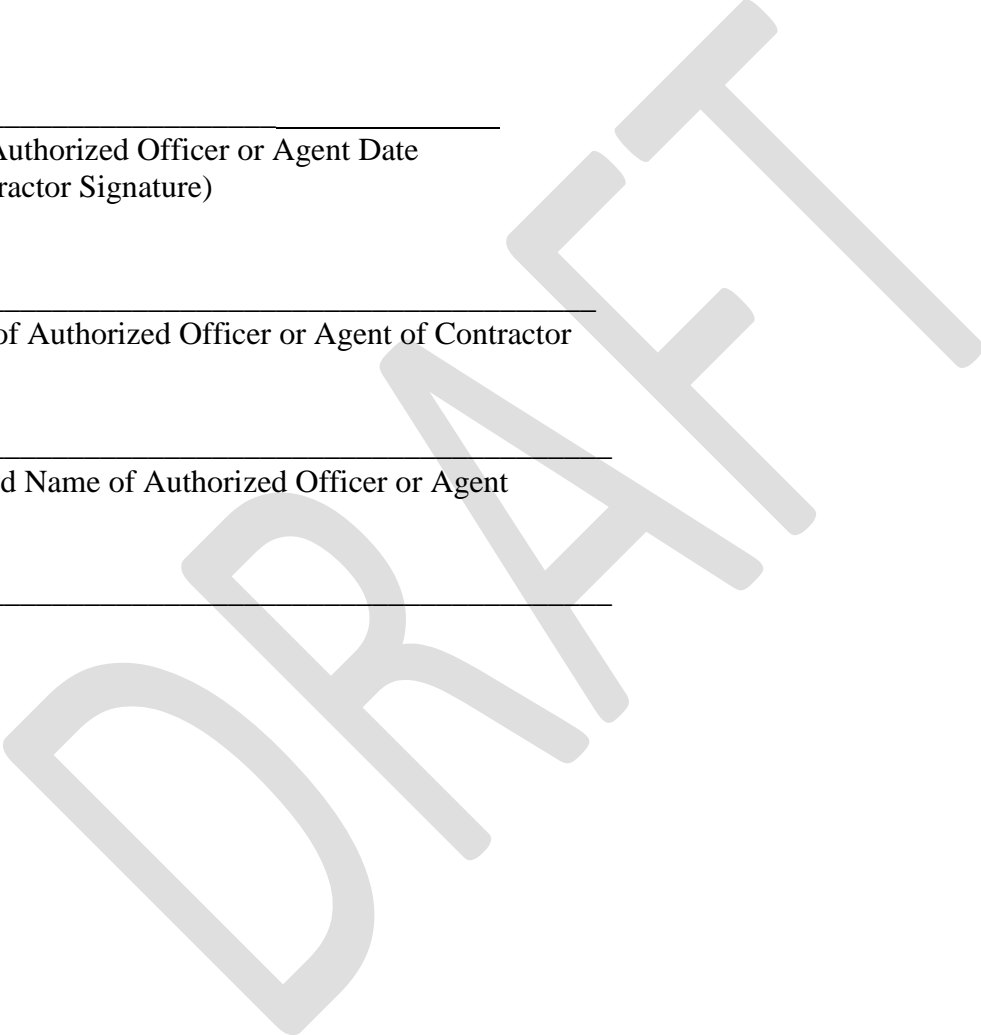
I, \_\_\_\_\_, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the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



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Emergency Procurement Security Services**

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**AGENDA SECTION:** *(check all that apply)*

- PRESENTATION**     **PUBLIC HEARING**     **CONSENT AGENDA**     **OLD BUSINESS**  
 **NEW BUSINESS**     **OTHER, PLEASE STATE:** Click or tap here to enter text.
- 

**CATEGORY:** *(check all that apply)*

- ORDINANCE**    **RESOLUTION**    **CONTRACT**    **POLICY**    **STATUS REPORT**  
 **OTHER, PLEASE STATE:** Click or tap here to enter text.
- 

**ACTION REQUESTED:**  **DECISION**    **DISCUSSION,**    **REVIEW,** or    **UPDATE ONLY**

---

**Previously Heard Date(s):** Click or tap here to enter text. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Wednesday, September 14, 2022

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**SUBMITTED BY:** Gia Scruggs, Finance Director

**PRESENTER:** Gia Scruggs

**PURPOSE:** The Mayor and Council asked staff to get Security Services in place to meet the current needs of the organization.

**FACTS:** Based on the directive from Council. The Finance department with consultation from Legal determined the Emergency procurement for Security services was appropriate. Staff reviewed cost proposal from N2U protection and determined that their rates were comparable to the market and State contracts for armed security with the availability that was needed by the City of Stonecrest. The rate of pay is \$45 per hour per officer. The funding for this is General Operations – Professional Services. The Finance Director will be requesting a budget adjustment to increase the funding for this position.

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.

**RECOMMENDED ACTION:** Approve Click or tap here to enter text.

**ATTACHMENTS:**



## CITY COUNCIL AGENDA ITEM

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- (1) Attachment 1 - Draft Security Services Agreement
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Salem Park Playground Replacement Recommendation**

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**AGENDA SECTION:** *(check all that apply)*

- PRESENTATION     PUBLIC HEARING     CONSENT AGENDA     OLD BUSINESS  
 NEW BUSINESS     OTHER, PLEASE STATE: Click or tap here to enter text.
- 

**CATEGORY:** *(check all that apply)*

- ORDINANCE     RESOLUTION     CONTRACT     POLICY     STATUS REPORT  
 OTHER, PLEASE STATE: Click or tap here to enter text.
- 

**ACTION REQUESTED:**  DECISION     DISCUSSION,     REVIEW, or     UPDATE ONLY

---

**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Wednesday, September 14, 2022

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**SUBMITTED BY:** Gia Scruggs on behalf of SPLOST- Parks Administration

**PRESENTER:** Gia Scruggs, Finance Director

**PURPOSE:** The Salem Park Playgound equipment is in need of replacement. This playground equipment was removed after the acquisition of the park from DeKalb County. The purchase of the new playground equipment will be with Play South Playground Creators through a cooperative agreement with Sourcewell. The amount of this purchase is \$284,138.15. The Funding for this will be SPLOST- Parks Administration - Other Equipment.

**FACTS:** .

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - Salem Park Playground Equipment Replacement Requisition
- (2) Attachment 2 -





## CITY COUNCIL AGENDA ITEM

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- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



REQUISITION FORM

PURCHASE REQUISITION

Date issued: August 15, 2022  
Need Date: August 19, 2022  
Department: Parks and Recreation  
Requisitioner: Tanya Diaz  
Department Head: Benjamin Dillard

Req. No. PR: 10-22  
To be purchased from: Play South Playground  
To be delivered to: Salem Park, 5290 Salem Road,  
Stonecrest, GA 30038

- Suggested vendors:  
1. Play South Playground Creators  
2.  
3.

ITEM NUMBER	QUANTITY	UNIT	DESCRIPTION	ACCOUNT TO BE CHARGED	UNIT PRICE	AMOUNT
	1		All Burke commercial playground equipment as shown			\$170,759.00
			Less Sourcewell purchasing contract discount			(\$25,613.85)
	1		Door-to-door freight			\$5,903.00
	1		Installation of all new equipment			\$40,500.00
	1		Site prep for existing circles			\$2,950.00
	4980 sq. ft.		75% / 25% EPDM Poured Rubber Surfacing			\$89,640.00
			TOTAL			\$284,138.15

Specifications: This requisition is to purchase and install playground at Salem per quote attached.

Competitive Prices: (To be filled in by Purchasing)

Approved:

Cooperative agreement -  
Sourcewell

Finance Officer

Purchasing Agent

City Manager

(SEE HARI/GIA)  
SPLOST PROJECT  
PLAYGROUND REPLACEMENT



PO Box 492467  
 Atlanta, GA 30349  
 (770) 719-9005

Date: 8/22/2022  
 Quote #: Stonecrest Salem 1.d  
 Rep: Andy Bryant  
 Direct: (678) 488-6572

**QUOTATION**

	Bill to:	Ship to:
Name	City of Stonecrest	Salem Park
Address	3120 Stonecrest Blvd. Suite 190	5290 Salem Road
City, State Zip	Stonecrest, GA 30038	Stonecrest, GA 30038
Contact & Phone	Ben Dillard (404) 224-0178	Ben Dillard (404) 858-1417
Email	<a href="mailto:bdillard@stonecrestga.gov">bdillard@stonecrestga.gov</a>	

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
<b>OPTION 1 Playground Design:</b>				
1	132-143921-2	All Burke commercial playground equipment as shown <b>Less Sourcewell purchasing contract discount (15%)</b>		\$ 170,759.00 <b>(25,613.85)</b>
1		Door-to-door freight:	5,903.00	5,903.00
1		Installation of all new equipment		\$ 40,500.00
1		Site prep for existing circles		2,950.00
4980	sq feet	75%/25% EPDM Poured Rubber Surfacing		<u>89,640.00</u>
<b>Reference Sourcewell Contract #010521-BUR</b>				
<b>NOTES:</b> <span style="background-color: yellow;">The ages 5-12 swings are deleted in this quote.</span>				
This quote is valid until <b>Sept 30, 2022</b> . Please allow 12-14 weeks lead time for completion of project. A 50% deposit or your Official Purchase Order is due with this signed quotation to enter the order. The final balance is due in our office within 15 days after delivery. Although every effort will be taken to avoid disruption, PlaySouth is not liable for damage or repairs to existing hardscape or landscaping during this construction project.				

**COLORS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sales Tax Rate  
 Installation Svcs.

SubTotal	\$	284,138.15
0.00%	\$	-
above	\$	-
<b>GRAND TOTAL</b>	<b>\$</b>	<b>284,138.15</b>

Authorized signature & date:

**A deposit payment of 50% deposit of the Grand Total amount is required before an order can be placed. Your signature, date and color selections must be completed above for order acceptance. Full payment is due within 15 days after completion. Standard rock clause will apply to installation services.**

*Thank you for considering PlaySouth Playground Creators!!*

# DESIGN SUMMARY

PlaySouth Playground Creators is very pleased to present this proposal for consideration for the Salem Park Option 2 located in Stonecrest. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Stonecrest. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Salem Park Option 2
- Project Number: 132-143982-3
- User Capacity: 164
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 55' 3" x 126' 5"
- Designer Name: Stevie Rosenkranz

PlaySouth Playground Creators has developed a custom playground configuration based on the requirements as they have been presented for the Salem Park Option 2 playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 132-143982-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Salem Park Option 2 playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

3453 SQ.FT.  
PERIMETER  
525 FT.

STRUCTURE SIZE  
55' 3" x 126' 5"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered to ISO 9001  
Registered to ISO 14001



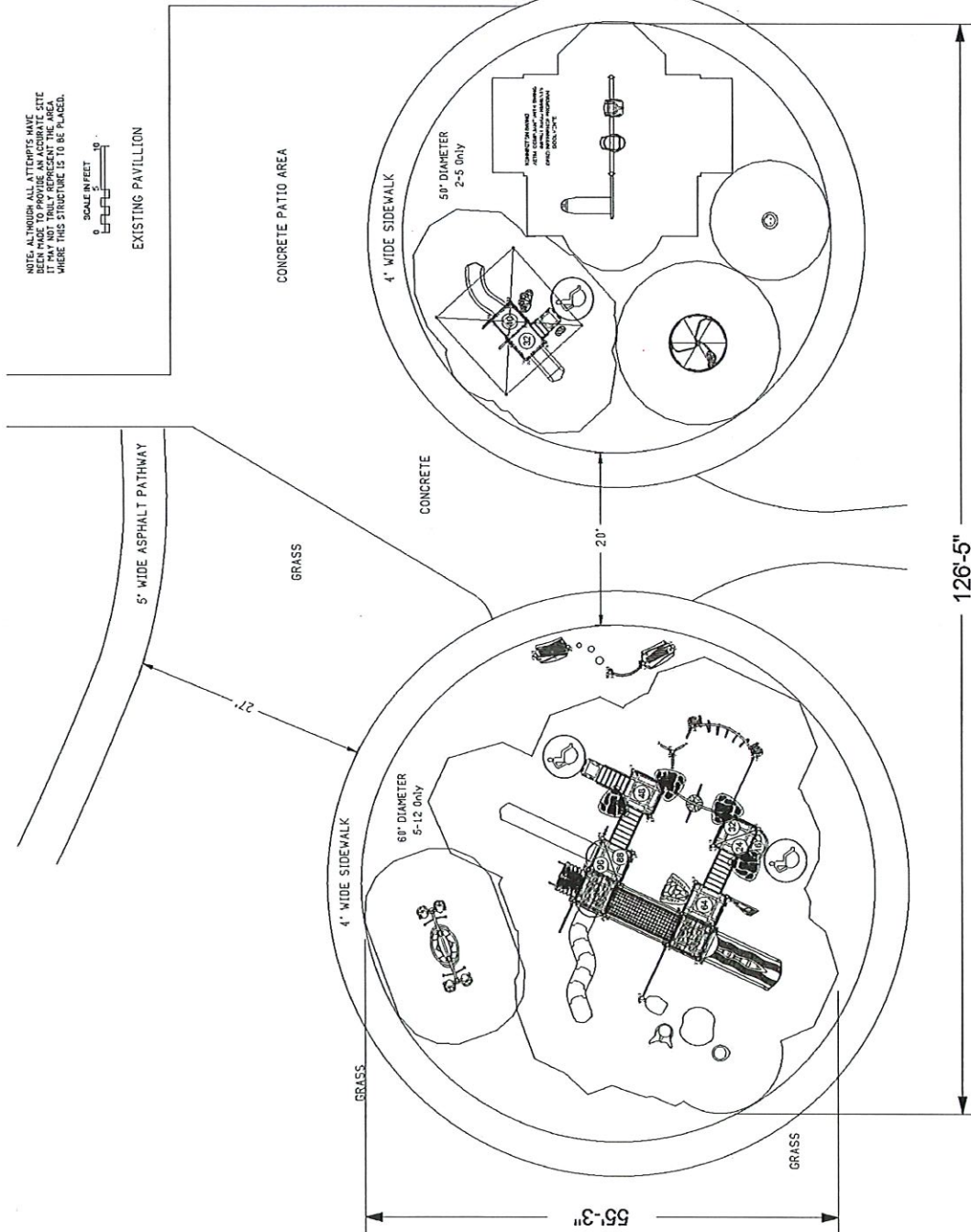
To verify product certification, visit [www.ipema.org](http://www.ipema.org)

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Item III. d.



**WARNING!**

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAY EVENTS:	39	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS:	15	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	RECD: 13
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 24	RECD: 5
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 11	RECD: 3

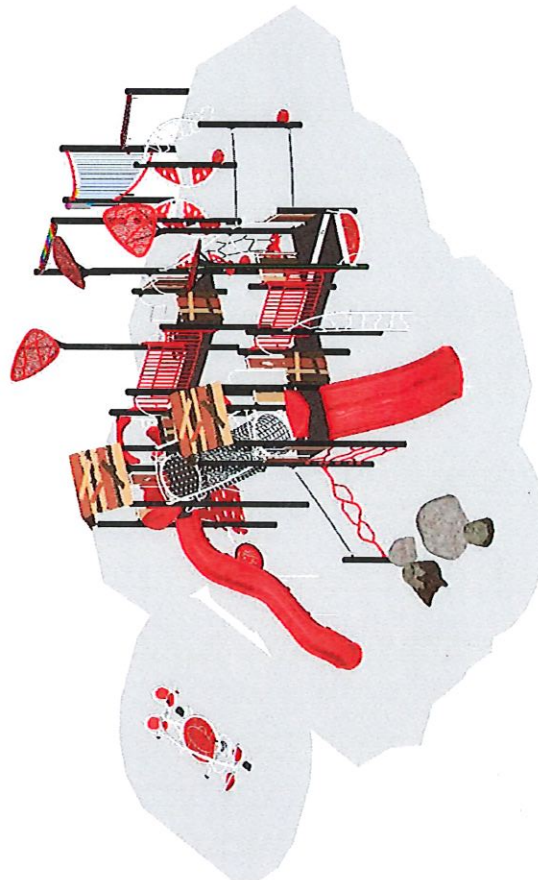
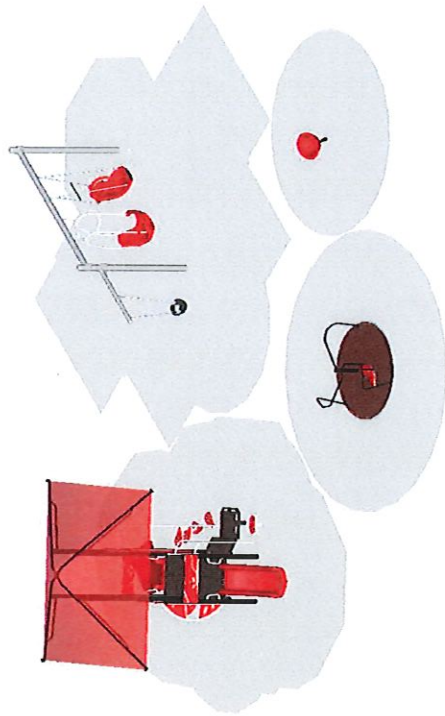


SERIES: Basics, Intensity, Nucleus, Synergy  
SITE PLAN  
DRAWN BY: Stevie Rosenkranz

Salem Park Option 2  
5290 Salem Road  
Stonecrest, GA 30038

PlaySouth Playground Creators  
132-143982-3

August 19, 2022



**Burke**

August 19, 2022

SERIES: Basics, Intensity, Nucleus, Synergy  
ISOMETRIC PLAN  
DRAWN BY: Stevie Rosenkranz

Salem Park Option 2  
5290 Salem Road  
Stonecrest, GA 30038

PlaySouth Playground Creators  
132-143982-3

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Purchasing Card Policy Revision**

---

**AGENDA SECTION:** *(check all that apply)*

- PRESENTATION**     **PUBLIC HEARING**     **CONSENT AGENDA**     **OLD BUSINESS**  
 **NEW BUSINESS**     **OTHER, PLEASE STATE:** Click or tap here to enter text.
- 

**CATEGORY:** *(check all that apply)*

- ORDINANCE**    **RESOLUTION**    **CONTRACT**    **POLICY**    **STATUS REPORT**  
 **OTHER, PLEASE STATE:** Click or tap here to enter text.
- 

**ACTION REQUESTED:**  **DECISION**    **DISCUSSION**,  **REVIEW**, or  **UPDATE ONLY**

---

**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Wednesday, September 14, 2022

---

**SUBMITTED BY:** Gia Scruggs, Finance Director

**PRESENTER:** Gia Scruggs

**PURPOSE:** Staff reviewed the policy since the last revision back in February 2022. After the Financial Oversight Committee was presented with the Purchasing card policy at the August 17, 2022, there was a discussion regarding possible revisions to the purchasing card policy.

**FACTS:** The Finance director is presenting proposed changes to the Purchasing Card Policy for discussion with the City Council.

**OPTIONS:** Discussion only Click or tap here to enter text.

**RECOMMENDED ACTION:** Discussion only Click or tap here to enter text.

**ATTACHMENTS:**

- (1) Attachment 1 - Draft Purchasing Card Policy Revisions
- (2) Attachment 2 - Purchasing Card Revision Chart
- (3) Attachment 3 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

---

- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.





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# PURCHASING CARD POLICY

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LAST REVISED: 02.14.22

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**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 – 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. 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.
- B. CITY ETHICS POLICY shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.
- C. 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.
- D. 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.
- E. EMERGENCY PURCHASES means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- F. 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.
- G. 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.
- H. GOVERNING AUTHORITY means the Mayor and City Council of the City of Stonecrest or its designee(s).
- I. 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.

- J. PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
  
- K. PURCHASING is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
  
- L. PURCHASING AGENT means the principal purchasing official of the City who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
  
- M. REQUISITION means an internal document, provided by a department to the Purchasing Agent 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.
  
- N. 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.
  
- O. THE REQUESTING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

## SECTION II - GENERAL PROVISIONS

---

### A. Authority

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated (“O.C.G.A.”) which provides that no municipal corporation shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards for elected officials of such municipal corporation.

### B. Purpose

The purpose of this policy is to set requirements and standards for the City of Stonecrest, Georgia Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for employees using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to official city business may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

### C. Scope

This purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by elected officials authorized to be issued such government purchasing cards or government credit cards. The below list of officials have been authorized by the governing authority of the City to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy. Cardholders must be permanent or full time employees whose jobs require the use of purchasing card. The cardholder must be bonded. Cards will not be issued in the name of a department or work unit (e.g. Facilities Management) to be shared by multiple employees. Only the employee whose name is shown on the face of the card is authorized to make purchases with the card, either in person, online, or telephone. Use by any other person, even if for official City business, is considered misuse of the card. If another employee is designated, the designee must complete purchasing and purchasing card training, be bonded and have a card issued in their name. The designee must abide by the same requirements as the City Manager or City Chief Financial Officer.

1. City Manager or designee
2. City Chief Financial Officer or designee
3. Leisure Services/Parks Director

#### **D. Public Inspection**

In accordance with O.C.G.A. § 36-80-24(c) any documents related to purchases using government purchasing cards or government credit cards incurred by elected officials shall be available for public inspection.

#### **E. Transaction Limits**

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual creditline. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each a department director card must be less than \$5,000.00. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed \$25,000.00 per month for a department director; provided however the monthly transaction limit for the City Manager and Chief Financial Officer shall not exceed \$100,000.00 Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum. Changes in spending limits shall be submitted to the Purchasing Agent along with the rationale for the change (increase or decrease) with a copy to the Finance Director and City Manager.

#### **F. Purchasing Guidelines**

1. Purchasing Card Holders may not use a government purchasing card or government credit card for the following:
  - a. Any purchases of items for personal use.
  - b. Cash refunds or advances.
  - c. Any transaction amount greater than the transaction limits set for by this policy.
  - d. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.
  - e. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.
  - f. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.
  - g. Participation in loyalty points programs is prohibited with the purchasing card.
2. Purchasing Card Holders may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
  - a. Purchases of items for official city use which fall within the transactional restrictions of this policy.
  - b. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.
  - c. Emergency purchases necessary to protect city property.

**G. Administrator**

The city designates the Purchasing Agent as the program administrator of government purchasing cards or government credit cards. Such administrator shall:

1. Serve as a liaison between the city's cardholders and the issuers of such cards.
2. Maintain the cardholder agreement for all cardholders.
3. Provide instruction, training, and assistance to cardholders
4. Maintain account information and secure all cardholder information.
5. Keep cardholders up-to-date on new or changing information.



6. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer.
7. Ensure all card accounts are being utilized properly as set forth by state law and this policy.
8. Define the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
9. Identify any changes to named persons authorized to use a government purchasing card or government credit card.
10. Shall immediately cancel the purchasing card upon employee's termination or resignation.
11. Upon official notification of an impending departure from the City, the respective card holder's card limit shall be reduced to zero.
12. Shall place purchasing card holder's card on an inactive status while employees are on leave.
13. Shall not be assigned a purchasing card.

Any other duties assigned by the municipal governing authority.

## **H. Accounting and Auditing**

- I. The Administrator, in an effort to ensure compliance with city policy and state law, will conduct monthly and/or quarterly reviews and audits of all government purchasing card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. By the last day of the month, a requisition form, all transaction receipts and supporting documentation must be emailed to the appropriate finance staff. The monthly and/or quarterly review shall happen within 10 days of the start of the new month or quarter and . reconciliation to the General ledger shall occur monthly. The internal auditor shall review approval process for compliance at interval described in the audit work plan. If reoccurring software subscriptions are paid with a purchasing card, the Information Technology manager shall maintain and provide to the finance department a listing of all monthly reoccurring charges. After completing the monthly/quarterly audit, the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous month/quarter. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government purchasing card or government credit card after notification to the cardholder and to the municipal governing authority, but only after consultation with the city attorney. Any unresolved violations should be reported to the municipal governing authority and the city attorney in writing within 5 business days

## **J. Violations**

Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official city business may result in disciplinary action including, but not limited to, felony criminal prosecution. The use of a government purchasing card or government credit card may be suspended or revoked when the Administrator, after



Item III. e.

consultation with the city attorney, determines that the cardholder has violated the

approved policies or state law regarding the use of the government purchasing card or government credit card. Issuing or facilitating issuance of a purchasing card to an unauthorized person, possession of a purchasing card by an unauthorized person, and any other violation stated herein shall be subject to disciplinary action up to and including termination. The Administrator shall follow guidance from the code reference in sections C and D above.

**K. Agreement**

Before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law. The Cardholder shall be responsible for all charges associated with the purchasing card and will maintain possession with adequate safeguards in place to prevent unauthorized use.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

Date:



Purchasing Card Policy Amendment Recommendations 09.12.22

<u>Staff/Financial Oversight Committee Recommendations</u>	<u>Proposed Amendment Section</u>	<u>Proposed Language</u>
Update language to reflect state law that pertains to employees instead of Elected officials	Section II - General Provisions C. Scope and D. Public Inspection	TBD by City Attorney
Addition of title Leisure Services/Parks Director to the list of officials authorized to have a purchasing card	Section II - General Provisions C. Scope	Add Leisure Services /Parks Director under authorized users
Update language to reflect established requirement for all purchasing card holders	Section II - General Provisions C. Scope and D. Public Inspection	Card holders must be permanent or full time employees whose job requires the use of a purchasing card. Cards will not be issued in the name of a department or work unit to be shared with multiple employees. Only the employee whose name appears on the face of the card is authorized to make purchases with the card. Use by any other person, even if it is for official business or if asked by a cardholder. If another employee is designated, the designee must complete purchasing and purchasing card training, be bonded and have a card issued in their name. The designee must abide by the same requirements as the City Manager, City Chief Financial Officer and department director.
Update language to reflect single transaction and monthly transaction limits for current and additional authorized users of purchasing cards established by Finance Oversight Committee	Section II - General Provisions E. Transaction Limits	Add 'The established single transaction limit for the Chief Financial Officer and City Manager cards must be less than \$25,000.00. The established single transaction limit for the Department Director card must be less than \$5,000.00. The established monthly card limit is based upon the city's budgetary constraints and the monthly transaction limits for the Chief Financial Officer and City Manager shall not exceed \$100,000.00. The monthly transaction limits for the Department Directors shall not exceed \$25,000.00.'



## CITY COUNCIL AGENDA ITEM

---

**SUBJECT: Purchasing Policy Revisions**

---

**AGENDA SECTION:** *(check all that apply)*

- PRESENTATION**     **PUBLIC HEARING**     **CONSENT AGENDA**     **OLD BUSINESS**  
 **NEW BUSINESS**     **OTHER, PLEASE STATE:** Click or tap here to enter text.
- 

**CATEGORY:** *(check all that apply)*

- ORDINANCE**    **RESOLUTION**    **CONTRACT**    **POLICY**    **STATUS REPORT**  
 **OTHER, PLEASE STATE:** Click or tap here to enter text.
- 

**ACTION REQUESTED:**  **DECISION**    **DISCUSSION**,    **REVIEW**, or    **UPDATE ONLY**

---

**Previously Heard Date(s):** 06/17/21 & 02/14/22

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Wednesday, September 14, 2022

---

**SUBMITTED BY:** Gia Scruggs, Finance Director

**PRESENTER:** Gia Scruggs

**PURPOSE:** After the Financial Oversight Committee was presented with the Purchasing policy and the City Attorney and Finance Department had additional revisions that needed to be incorporated into the City’s purchasing policy earlier this year.

**FACTS:** Based on recommendations from the Financial oversight committee, City Attorney and staff recommendations, the Finance director is presenting proposed changes to the Purchasing policy for discussion with the City Council. The most substantial changes to this policy include the removal of the purchasing card policy (Appendix B) so that is a stand alone policy, the increase to \$4,999.99 for the Department Head authorization of purchases, the increase to the amendment/change order amount from \$2,500 to \$25,000, the addition of the approval of computer hardware/software purchases marketing/media content being approved by the Communications/IT Director, and clarifying language regarding completion of due diligence items prior to requesting a resolution from the City Council.

**OPTIONS:** Discussion only Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

---

**RECOMMENDED ACTION:** Discussion only [Click or tap here to enter text.](#)

**ATTACHMENTS:**

- (1) Attachment 1 - Draft Purchasing Policy Revisions
- (2) Attachment 2 - Policy Revision Chart
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)



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# PURCHASING POLICY

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LAST REVISED: draft 02.14.22

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**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 state the City’s position regarding the responsibility and authority for the acquisition and contracting for Goods, Services, Professional Services, Real Estate, and Capital Assets. This policy will clarify purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities and participation in the procurement cycle. Moreover, this policy will provide control functions, assure proper record keeping and confirm purchases in writing to allow the City to meet the following goals:

- A. Ensure that tax dollars are spent in the most economical way;
- 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 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; and
- H. Properly dispose of all material and equipment declared to be surplus or obsolete.

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**

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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 PROCUREMENT** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- R. **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.
- S. **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.
- T. **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.
- U. **GIFTS or FAVORS** means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.
- V. **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.
- W. **GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).
- X. **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.
- Y. **INVITATION FOR FORMAL BID (IFB)** means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.

- Z. **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.
- AA. **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.
- BB. **MULTIPLE AWARD CONTRACT** means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- CC. **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.
- DD. **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.
- EE. **ORDINANCE** means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- FF. **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.
- GG. **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.
- HH. **PERSON** means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- II. **PRACTICAL** means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- JJ. **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.

- KK. **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.
- LL. **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.
- MM. **PURCHASE ORDER** means a document approved and issued by the Purchasing Agent or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- NN. **PURCHASING** is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- OO. **PURCHASING AGENT** means the principal purchasing official of the City who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- PP. **REAL ESTATE** means land and any improvements and appurtenances thereto.
- QQ. **REAL ESTATE ACQUISITION** means the acquisition of a fee interest, estate for years or usufruct in Real Estate by purchase or lease.
- RR. **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.
- SS. **REQUEST FOR QUALIFICATIONS (RFQ)** means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.
- TT. **REQUISITION** means an internal document, provided by a department to the Purchasing Agent 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.

- UU. **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.

EEE. THE REQUESTING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

## **SECTION II – ETHICS IN PROCUREMENT**

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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 Purchasing Agent 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 – PURCHASING AGENT**

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

### **A. Duties and Responsibilities**

The Purchasing Agent 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, the Code of the City of Stonecrest and Georgia law.
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. Control and supervise all City storerooms and warehouses.
5. Maintain and adhere to all City purchasing procedures and the Purchasing Policy.
6. 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.
7. Plan and implement processes for the ongoing protection of the City's interests.
8. 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.
9. 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 Purchasing Agent 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.
10. Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
  11. 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.
  12. Ensure that all Contracts are reviewed and approved by the City Attorney pursuant to Section 3.08 of the City Charter.
  13. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
  14. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.
  15. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
  16. 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.

17. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Purchasing Agent, it is in the City's best interest to do so.
18. Reject any and all bids, when in the opinion of the Purchasing Agent it is in the City's best interest to do so.
19. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
20. Make recommendations on Contract approval, rejection, Amendment, and cancellation.
21. 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.
22. Provide and update all forms to procure Goods, Services, and Professional Services, as needed.

## **SECTION IV – PROCUREMENT PROCESS**

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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.

### **A. Purchase Requisition**

Requisitions are necessary to initiate the procurement process. A Requisition is essentially a request to purchase Goods, Capital Assets, Services, Construction Services or Professional Services. *See Appendix C* for sample Requisition form. It lets the Purchasing Agent know, in detail, what the Using Department/Division (“User”) needs and whether the purchase or expenditure is authorized. In general, Users must prepare Requisitions for all procurements within the scope of this policy that exceed \$2,499.99.

The following steps shall be completed to initiate the procurement process:

1. *Determine Need:* The User is responsible for determining the need for a good or service and providing appropriate documentation and justification therefor, including a purchase requisition.
2. *Determine Funding:* The User is responsible for ensuring budget availability. Specific budget account numbers must be on the purchase requisition.
3. *Determine Specifications:* The 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.
4. *Prepare Requisition:* Requisitions shall be prepared far enough in advance that the Purchasing Agent can obtain competitive prices and the Vendor has enough time to make the delivery. A Requisition must contain the following information, where applicable to the goods or services sought:
    - a) User's information – name and contact information of the department/division and Employee preparing the purchase Requisition.
    - b) Date issued – the date the Requisition is prepared.
    - c) Need date – must state a definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
    - d) Complete description and specifications of goods or services.
    - e) Quantity.
    - f) Estimated cost.
    - g) Delivery destination.
    - h) Complete budget account number.
    - i) Previous purchase information, quotation, or contract (if known).
    - j) Known or suggested Vendor(s).
    - k) Authorized Approval – must include signature from department director and Finance Director.
  5. *Routing the Requisition.* After preparing the Requisition, Users shall transmit the Requisition to the following stations:
    - a) Departmental Authorization- the department director shall certify that the Requisition is authorized.
    - b) Finance Department- the Finance Director shall certify, by signature, that the proper account was listed and the availability of budgetary funds.
    - c) Purchasing Office - the Purchasing Agent shall process the Requisition and obtain all necessary approvals.

6. *Acceptance of Procured Item or Service:* Within 24 hours, the User is responsible for advising the Purchasing Office in writing on a receiving report the receipt of the Goods procured and whether or not such Goods are found to be unsatisfactory. All returns of Goods or Capital Assets must be initiated by the User through the Purchasing Agent. Additionally, all Amendments or cancellation to any agreements must be made by the Purchasing Agent.

#### B. Purchase Orders and Contracts

1. The Purchasing Agent shall issue Purchase Orders for all approved Requisitions.
2. If a Contract is required or appropriate, all negotiations of agreements for Goods and Services shall be conducted by the Purchasing Agent. It is recognized that special situations may exist where there is a special need for the User to be involved in the negotiation process. This must be in conjunction with the Purchasing Agent at all times. The Purchasing Agent will make final recommendation for agreements.
3. The Purchasing Agent will review the Contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The Contract will then be sent to the User and approved by the Department Director and returned to Purchasing.
4. All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.
5. It is the responsibility of the Purchasing Agent to secure all necessary approvals prior to execution of a Contract or purchase agreement.
6. Once the Contract is officially executed, the original of the Contract will be filed in the City Clerk's office.
7. 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. The Purchasing Agent 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. If a quoted price of the change order is more than \$25,000, shall require additional Requisition and approval from all necessary parties pursuant to the Purchasing Thresholds. The Purchasing Agent cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

## SECTION V – PURCHASING THRESHOLDS

The following dollar amounts and approvals apply to all city departments.

### (1) PURCHASING THRESHOLDS MATRIX

	Procurement Method*	Required Approvals**	Amendments/Change Orders
≤ \$4,999.99	No Requisition/Purchase Order necessary.	1. Department Director	Increases greater than \$25,000 (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 3. Purchasing Agent 4. City Attorney (contracts)	
\$10,000 - \$24,999.99	Competitive Procurement: Informal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate	1. Department Director 2. Finance Department 3. Purchasing Agent 4. City Manager 5. City Attorney (contracts)	
\$25,000 & >	Competitive Procurement: Formal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate Contract as appropriate	1. Department Director 2. Finance Department 3. Purchasing Agent 4. City Manager 5. City Attorney (contracts) 6. City Council	
<p>* The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. <i>See</i> Section VII (Noncompetitive Procurements). Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Section VII.</p> <p>** City Council approval always required if purchase not within annual budget.</p> <p>*** ALL COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR</p>			

### (2) PURCHASING THRESHOLDS EXPLAINED

Though competitive procurement may not be required under the applicable purchasing threshold, the Purchasing Agent 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 may be made up to **\$2,499.99** without bids. Department Director may approve said small purchases if within annual budget. User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. A Purchase Order is not necessary unless the vendor requires such. In the event a Purchase Order is required, the User must provide a Requisition to the Purchasing Agent for processing. This must be approved by the Purchasing Agent and Finance Department. If a contract is involved, it may be executed by the City Manager or Mayor without need of review by the City Attorney.
- B. Purchases from **\$2,500 - \$9,999.99** will require a Requisition, Purchase Order, and a minimum of three verbal quotes. If after due diligence, the User cannot reasonably find a third quote, the Purchasing Agent can waive the quote requirement if presented with sufficient written justification from User. The Department Director, Purchasing Agent, and Finance Director must approve the purchase. The Purchasing Agent shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. If a contract is involved, it must be reviewed and approved by the City Attorney and may be executed by the City Manager or Mayor.
- C. Purchases from **\$10,000 - \$24,999.99** will require a Requisition, Purchase Order, and a minimum of three informal quotes/bids/proposals. *See* Informal Solicitations, Section VI (1). If after due diligence, the User cannot reasonably find the required quotes/bids/proposals, the Purchasing Agent can waive the quote requirement if presented with sufficient written justification from User. The Department Director, Purchasing Agent, Finance Director, and City Manager must approve the purchase. If a contract is involved, it must be reviewed and approved by the City Attorney and may be executed by the City Manager or Mayor.
- D. Purchases from **\$25,000 and greater** will require a Requisition, Purchase Order, and formal solicitation. *See* Formal Solicitations, Section VI (2). The Department Director, Purchasing Agent, Finance Director, City Manager, and City Council must approve the purchase. If a contract is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor.
- E. *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) 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

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### (1) INFORMAL SOLICITATIONS

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Requests for informal quotes, bids, and proposals are Informal Solicitations (“IS”) that are prepared and issued with the goal of obtaining competitive responses. Informal Solicitations shall be used for all Purchases from **\$10,000 - \$24,999.99**, unless otherwise provided by this policy. The steps to complete an IS are outlined below. Unless otherwise provided, the responsibility for these steps shall fall on the User:

- A. Prepare Requisition and Develop specifications, scope of work, etc. for all goods and services being requested. Upon finalization of the specifications, prepare any documents required by the IS and send to Purchasing Agent for approval.
- B. Use the Formal Solicitation Process if the Purchasing Agent deems it necessary to serve the best interests of the City.
- C. After specifications are approved by the Purchasing Agent, send a copy of the specifications to the identified Vendors.
- D. *Public Notice*. The Purchasing Agent 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.
- E. Purchasing Agent and User shall evaluate the responses to the IS. On or after the due date indicated in the IS, the Purchasing Agent shall determine which quote, bid, or proposal best serves the City’s interests. 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:
  1. The IS requires multiple Goods or Services;
  2. More than one Vendor provides a quote/bid/proposal that meets the specifications for the Goods or Services;
  3. A price comparison can be made between the Goods or Services; AND
  4. An acquisition, delivery, and other requirements can be reasonably administered.
- F. Amend Requisition and include authorized approvals.
- G. Purchasing Agent shall prepare and issue Purchase Order or Contract, where appropriate.

### (2) FORMAL SOLICITATIONS

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All purchases from **\$25,000 and greater** require a formal solicitation. The Purchasing Agent shall determine the method of formal solicitation is appropriate for the subject purchase. A Bid/ Proposal Bond or Performance Bond may be required for any solicitation.

A. Invitation for Formal Bids

Invitation for Formal Bids (IFB) are prepared and issued with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services. The process to initiate and complete an IFB is outlined below:

1. User prepares Requisition and develops specifications, scope of work, etc. for all goods and services being requested.
2. Upon finalization and approval of the specifications, Purchasing Agent shall prepare any documents required for the IFB.
3. *Public Notice.* The Purchasing Agent shall advertise the IFB 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 IFB, 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 Purchasing Agent.
4. *Correction/Withdrawal of Bids.* Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the IFB; however, minor irregularities may be waived by the Purchasing Agent. 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 IFB.
5. *Opening Sealed Bids.* Bids shall be opened in the presence of the Purchasing Agent or the designee of the Purchasing Agent and at least one other witness at the time and place designated in the Invitation for Bids. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet. Late bids will be rejected and returned unopened. 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.*
6. *Evaluation of Bids.* Bids will be evaluated based on the qualification factors set forth in the IFB, 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). Criteria for the acceptability of Goods or Capital Assets shall be used to determine whether particular Goods are responsive to the IFB, and not to determine the relative desirability between acceptable Goods

or Capital Assets. 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.

7. *Contracts.* The Bid may require a Contract. Once the proposed contract terms, exceptions, and/or modifications are reviewed and approved by the City Attorney, the Purchasing Agent may submit his or her recommendation and the proposed Contract to the City Council for approval and award.
8. *Award of Bids.* The Purchasing Agent shall submit his or her recommendation and proposed Contract to the City Council for approval and award. The Bid will be awarded, if an award is made, to the Responsible and Responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the IFB. The Contract shall be approved by City Council prior to execution and/or performance.
9. Upon the award of bid, User amends Requisition and Purchasing Agent shall prepare a Purchase Order or Contract, if appropriate.
10. *Split/Partial Awards.* Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.
11. *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 Purchasing Agent or the designee of the Purchasing Agent. 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 Purchasing Agent or the designee of the Purchasing Agent 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 Purchasing Agent 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. The process to initiate and complete RFP is outlined below:

1. User prepares Requisition and develops specifications, scope of work, etc. for all goods and services being requested.
2. Upon finalization and approval of the specifications, Purchasing Agent shall prepare any documents required for the RFP.
3. *Public Notice.* The Purchasing Agent 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 Purchasing Agent.
4. *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.
5. *Opening Sealed Proposals.* Proposals shall be opened publicly by the Purchasing Agent, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name. Late proposals will be rejected and returned unopened.
6. *Evaluation of Proposals.* The RFP will identify the criteria to be considered and evaluated as the basis of award. Proposals submitted by Responsible and Responsive Proposers are evaluated by Purchasing Agent or the designee of the Purchasing Agent based upon the criteria applicable to 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.



7. *Contract Award.* Once the proposed contract terms, exceptions, and/or modifications are reviewed and approved by the City Attorney, the Purchasing Agent may submit his or her recommendation and the proposed Contract to the City Council for approval and award. 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.
  
8. *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

Requests for Qualifications (RFQ) may be used if the Purchasing Agent 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.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals. 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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)**

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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.

- A. The City shall advertise all bid or proposal opportunities for **goods, services, or both** that are valued at **\$100,000.00 or more** 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** 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 Purchasing Agent 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 Purchasing Agent 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 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 manufacturers' dealer 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 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.

### B. 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 market place which, for justifiable reasons, is found to be

most advantageous for the purpose of fulfilling the given purchasing need. Single Source Procurement is available only if the following conditions exist:

1. The proposed use of Single Source Procurement concerns any of the following situations:
  - a. 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
  - b. To obtain the Professional Services of any Person where such Person establishes to the User that:
    - i. 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;
    - ii. 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;
    - iii. 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
    - iv. 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.
2. 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.
3. 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.

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

### C. 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. Emergency also exists 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.

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 Purchasing Agent, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Purchasing Agent 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 \$25,000 or more, City Council approval must be obtained at the next meeting following the emergency procurement.

#### D. Cooperative 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.

*Use of State/Co-Op Contracts:* The Purchasing Agent may procure supplies, services or construction items through the Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.

Prior to making any purchase, the Purchasing Agent or User shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.

## E. Real Estate Acquisitions<sup>1</sup>

### 1. Compliance with Applicable Regulations

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.

### 5. Land Acquisition Procurement Process

- a. 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.
- b. City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.
- c. 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.

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<sup>1</sup> 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

- d. City staff will negotiate “Letters of Intent” with land owners on properties the City Council has provided staff with direction on “terms and price”.
- e. 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.
- f. 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 items (PUBLIC HEARING REQUIRED).

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

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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**

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### **(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA**

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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**

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- 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**

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### **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.

#### **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 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 Purchasing Agent. The Purchasing Agent'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 Purchasing Agent.
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. *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 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 Purchasing Agent 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

1. *Authority to Suspend or Debar.* After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Purchasing Agent 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:
  - a. 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;
  - b. 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;
  - c. Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
  - d. Violation of contract provisions of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action, which includes but is not limited to the following:
    - i. Failure to perform in accordance with the specifications within a time limit provided in a city contract;
    - ii. 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
    - iii. Falsification of any documents.
  - e. 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.
  - f. 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 Purchasing Agent receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Purchasing Agent finds cause that suspension or debarment is warranted, the Purchasing Agent 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 Purchasing Agent 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**

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### **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 Purchasing Agent. At this point, the Purchasing Agent 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 Purchasing Agent 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](http://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

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### APPENDIX A:

### PROJECTS USING FAHP FUNDING

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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 issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with 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.

##### 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 are in 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).

##### 2. Disadvantaged Business Enterprise (DBE) program.

- i. 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:
  - a. Use of an evaluation criterion in the qualifications-based selection of consultants; or
  - b. Establishment of a contract participation goal.
- ii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

3. 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.

**PURCHASE REQUISITION**

**Date issued** *(date requisition prepared)*  
**Need Date** *(date delivery is needed)*  
**Department** *(name of using department)*  
**Requisitioner** *(signature of requesting person)*  
**Department Head** *(signature of department head)*  
 Suggested vendors:  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_

**Req. No.** *(department file number)*  
  
**To be purchased from:**  
*(This area to be filled in by Purchasing)*  
  
**To be delivered to:** *Give specific delivery instructions, including the name of the person designated to receive the item(s), department and street address.*

ITEM NUMBER	QUANTITY	UNIT	DESCRIPTION	ACCOUNT TO BE CHARGED	UNIT PRICE	AMOUNT

**Specifications:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Competitive Prices:** *(To be filled in by Purchasing)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Communications/IT Director

**Approved:**  
 \_\_\_\_\_  
 Finance Officer  
 \_\_\_\_\_  
 Purchasing Agent  
 \_\_\_\_\_  
 City Manager

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

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**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:

**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 E:

SAMPLE DBE OBJECTIVES  
AND GOALS

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Disadvantaged Business Enterprise (DBE) Program Objectives

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.

- 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 F:

EXAMPLE OF DBE GOALS

Example of a DBE Goal:

For Federal Fiscal Years 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			
	Allocated Costs		Percentage
Striping	\$20,000		1%
Trucking	\$80,000		4%
Traffic Control	\$20,000		1%
Other Work Types	\$100,000		5%
<b>Total</b>	<b>\$220,000</b>		<b>11%</b>
Adjustment			-1.5%



Purchasing Policy Amendment Recommendations 02.14.22

<b>Staff/Financial Oversight Committee Recommendations</b>	<b>Proposed Amendment Section</b>	<b>Proposed Language</b>
Removal of Purchasing Card Policy from Purchasing Policy	Appendix B	Remove Procurement Card Policy
Removal of language associated with the procurement card	Section III - Purchasing Agent A. 23	Remove "Administer the use of the purchasing cards in compliance with the Purchasing Card policy which is attached as Appendix B hereto and incorporated herein by reference. The use of all city issued purchasing cards shall be governed by the Purchasing Card Policy".
Increase to the amendment/change order amount from \$2,500 to \$25,000	Section IV - Procurement Process B. Purchase Orders and Contracts 7. (1) Purchasing Thresholds Matrix	"If a quoted price of a change order is more than \$25,000, it shall require additional requisition and approval from all necessary parties pursuant to the Purchasing Thresholds.
Addition of approval of Computer hardware/software purchases, marketing/media content to be approved by the Communications/IT Director	Section IV - Procurement Process. (1) Purchasing Threshold Matrix Appendix B: Purchase Requisition	Add "*** ALL COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR". Add signature approval Communications/IT Director on Purchase Requisition
Clarification of language regarding completion of due diligence items prior to requesting a resolution from the City Council.	Section B.	"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.
Revisions to Table of Contents, revision to definition language for clarity	Table of Contents, definitions	renumbering, revised definition terms
Addition of Evaluator Conflict of Interest Criteria	Section II -Ethics in Procurement H.	Add "See Appendix D for Sample City Evaluator Conflict of Interest Disclosure"
Addition of Evaluator Conflict of Interest Disclosure	Appendix D: Sample Evaluator Conflict of Interest Declaration Form	Add Evaluator Conflict of Interest Disclosure
Addition of City Employee/Official Conflict of Interest Disclosure	Appendix C: Sample City Employee/Official Conflict of Interest Declaration Form	Add City Employee/Official Conflict of Interest Disclosure
Addition of language regarding City employee/Official Conflict of Interest	Section II -Ethics in Procurement A. 3	Add "See Appendix C for Sample City Employee/Official Conflict of Interest Disclosure"
Addition of language regarding City DBE program goal and objectives	Appendix E: Sample DBE Objectives and Goals	Add Sample DBE Objectives and Goals
Addition of language regarding Example of DBE goals	Appendix F: Example of DBE Goals	Add Sample DBE Goals