

APPENDIX E

STANDARD FORM OF CONTRACT

FOR SERVICES

(NON-STATE CAPITAL OUTLAY PROJECTS)

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND THE SERVICE CONTRACTOR

Service Contractor: Yellowstone Landscape SE, LLC

Project Name: Landscaping and Lawn Maintenance Services

Address: 3235 N. State Street
P. O. Box 849
Bunnell, FL 32110

RFP No.: 22-752-012

Description: Landscaping and Lawn Maintenance Services

Cost Code: 100.2600.543010.00011.7520.9990.8013.040.0000

CONTRACT FOR SERVICES

The contract for services, which includes this agreement and the below referenced documents attached as Exhibits (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and **Service Contractor** (the "Service Contractor"). The term of this Contract begins on the date executed by the last party to execute below (effective date).

The performance period for the Agreement is one (1) year from the effective date. In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of the DeKalb County School District. Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of DeKalb County School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DeKalb County School District terminates the agreement by providing **Service Contractor** with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the owner herein.

The Contract Documents consist of:

- a. This agreement (Contract for Services);
- b. Request for Proposal (RFP) No. 22-752-012 (**Exhibit A**);
- c. The Service Contractor's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this agreement shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated April 18, 2022 (**Exhibit C**); and
- e. Notice of Award dated April 29, 2022 (**Exhibit D**).

This agreement together with the aforementioned documents collectively forms **the Contract**. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. DeKalb County School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Contract.

Any inconsistency or conflict among the specific provisions of this agreement and the other Contract Documents shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached

hereto as **Exhibit A**;

- c. Third, by giving preference to the specific provisions of Service Contractor's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit B**, except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Service Contractor agree:

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner's address and its contact person are:

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084

Attention: Richard Boyd, Interim Chief Operations Officer

Phone: 678-676-1486

Fax: 678-676-1475

The Service Contractor's address and its contact person are:

Attention: Rob Tetrault, General Manager
Phone: 404-759-4471, 770
email: rtetrault@yellowstonelandscape.com

ARTICLE 2

PROGRAM AND SCOPE OF SERVICES

2.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program: Landscaping and lawn maintenance services

2.2 The Service Contractor represents to Owner that individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any: 1) Adherence to "Minimum Standard Condition" utilizing horticultural practices and the University of

Georgia College of Agricultural and Environmental Sciences and U.S. Department of Agriculture Cooperating: http://www.caes.uga.edu/publications/alpha_list.html

2). Equipment operators, transportation and laborers skilled in the performance of landscape and lawn maintenance services.

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program: **Landscaping and lawn maintenance services as described in the Appendix A: Owner's Criteria and Narrative Scope of Work and the RFP 22-752-012 Landscaping and Lawn Maintenance Services**

2.4 As part of its Services, the Service Contractor shall produce for and/or deliver to the Owner the following tangible products, goods or deliverables (ex.: reports, plans, financial estimates, parts, equipment, etc.): **1). Notice of Completion form signed by Principal after each scheduled visit as verification of work performed. Signed copy should be emailed to Facility Maintenance Designee. 2). Material Safety Data (MSD) sheets submitted with proposals as an attachment for Herbicide, Fertilization, Pesticide, and Over Seeding Applications. 3). Electronic schedules provide by vendor on or before 28th of each month detailing work to be performed for the following month.**

ARTICLE 3

SCHEDULE

- 3.1 Service Start Date: **Date contract is executed by the last party.**
Incremental Service Date(s): N/A
Final Service Date or Completion Date: **Close of the current calendar year and each subsequent year that the contract is renewed.**

ARTICLE 4

COMPENSATION

- 4.1 Compensation under this Contract shall be pursuant to the terms specified in Exhibit "A."

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Contractor will function in cooperation with the Owner's designated representative, which is set forth in Article 1 of this Contract. The Service Contractor will consult with the Owner's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Contractor shall fully cooperate with the Owner and, if applicable, the Owner's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the Owner's representative and advising, meeting with, consulting with, and coordinating with the Owner's representative.

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner representative and with the Service Contractor's employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner's representative and with the Service Contractor's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

5.4 The Service Contractor shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Contractor, or any entity or person under the Service Contractor's supervision or control, do not harm, or allow harm, to the Owner's computers, systems, networks, and technology. The Service Contractor shall take any and all measures possible to protect the Owner's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND CONTRACT PRICE

6.1 All invoices shall be as set forth in Exhibit "A."

6.2 Contract Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of **Two Million Six Hundred Forty-Four Thousand Twenty Dollars and 00/100** Dollars (**\$2,644,020.00**). The price set forth in this Paragraph 6.2 shall constitute the Contract Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD a minimum of ninety (90) days prior to taking effect.

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Contract with notice in writing to the Service Contractor. In the event of cancellation or termination, the Owner shall pay to the Service Contractor all compensation earned for actual services rendered.

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall (i) comply with the requirements of all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

7.3 The Owner may, without cause, order the Service Contractor in writing to suspend, delay or interrupt the work or services covered by this Contract, in whole or in part, for such period of time as the Owner may determine.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Contractor and its employees shall perform as an independent contractor and not an employee or representative of the Owner. The Service Contractor retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Contractor's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Contractor shall maintain strict discipline among all personnel employed at any Program site, and no person under the influence of drugs or alcohol shall be allowed on the property of the Owner, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Contractor shall use any tobacco product while at any Program site, on any property owned by Owner or at any function or event sponsored by or held on behalf of Owner.

ARTICLE 9

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

9.1 Generally. In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

9.1.1 A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

ARTICLE 10

RESPONSIBILITY FOR SERVICES

10.1 In the performance of this Contract, the Service Contractor warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions.

10.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 10.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 10.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

10.3 Service Contractor warranties that any goods to be produced to or delivered to Owner during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

10.4 The Owner acknowledges that the Service Contractor shall be entitled to rely on the accuracy and currency of information supplied by the Owner or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

10.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 11

OWNERSHIP OF WORK PRODUCT

11.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Contractor in connection with its performance under this Contract (the "Information") shall be the property of the Owner. In entering into this Contract, the Service Contractor hereby transfers to the Owner all right, title, and interest, including the copyright, in and to the Information.

11.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the Owner. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer.

11.3 All original technical data, evaluations, reports and other work product of the Service Contractor shall be delivered to the Owner upon the completion, cancellation or termination of Services under this Contract within three (3) business days of such completion, cancellation or termination. The Service Contractor may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 12

ACCOUNTING AND RECORDS

12.1 The Service Contractor shall maintain a system of accounting and record keeping for all Services. Further, the Service Contractor will allow the Owner's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Contract.

ARTICLE 13

COMPLIANCE WITH LAWS

13.1 The Service Contractor shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Contract including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 The Service Contractor will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Contractor will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 15

CONTINGENCY FEES

15.1 The Service Contractor represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Contract or any contract with the Owner, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract or any other contract with the Owner.

ARTICLE 16

SUBCONTRACTORS

16.1 Service Contractor shall manage all work and Services performed under this Contract. Upon the Owner's prior written consent, the Service Contractor may subcontract all or

part of the Services to be provided. In such event, the rights and obligations of the Service Contractor and the Owner will not be diminished.

16.2 All of the Service Contractor's Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor's direct supervision. The Service Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Contract as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the Owner being a third-party beneficiary to any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between Owner and any subcontractor is created by any provision contained in this Contract.

16.3 If the Service Contractor utilizes Subcontractor(s) with respect to this Contract, then the Service Contractor will require Subcontractor(s) to comply with all terms and conditions of this Contract including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 17

SUCCESSORS AND ASSIGNS

The Service Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 18

INSURANCE

18.1 The Service Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, the Service Contractor shall provide the Owner with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.

18.2 The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Worker's Compensation	\$1,000,000
Comprehensive General Liability Including Contractual Liability	\$2,000,000 annual aggregate \$1,000,000 per occurrence

Bodily Injury and Property Damage

Comprehensive General Liability	\$2,000,000 annual aggregate
Bodily Injury and Property Damage	\$1,000,000 per occurrence
Covering Owned, Hired and Non-Owned Autos	

Contractors Pollution Liability and/or	\$2,000,000 annual aggregate
Asbestos Pollution Liability and/or	
Errors and Omissions	

18.3 The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other party in the event that such other party substantially fails to perform its material obligations set forth herein.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Contractor agrees to hold harmless and indemnify the Owner, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.

ARTICLE 21

CONTRACT ADMINISTRATION

21.1 The Owner and the Service Contractor have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Contract. The Owner's representative shall have no power or authority to change this Contract or to execute or agree to any change orders. The Owner may change its representative or declare a designee by written notice to the Service Contractor.

21.2 To be binding against the Owner, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Contract must be in writing and signed by

the Owner. The Service Contractor acknowledges that the Owner does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the Owner or the Service Contractor to insist in any one or more instances on performance of any of the terms and conditions of this Contract, or to exercise any right or privilege contained in this Contract, or the waiver of any breach of the terms and conditions of this Contract, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Contractor and the Owner will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Contract shall be governed by the laws of the State of Georgia.

ARTICLE 22

FORCE MAJEURE

22.1 The Service Contractor will not be responsible or liable in any way for delay or failure to perform its obligations under this Contract during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 23

CAPTIONS

23.1 The headings in this Contract are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Contract or any part hereof.

ARTICLE 24

ENTIRE AGREEMENT

24.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Program and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the Owner and the Service Contractor.

ARTICLE 25

MISCELLANEOUS

25.1 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day.

25.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or

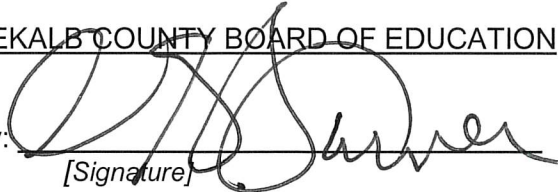
equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Contractor's services, the Service Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Service Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

25.3 The exclusive venue for any civil action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.

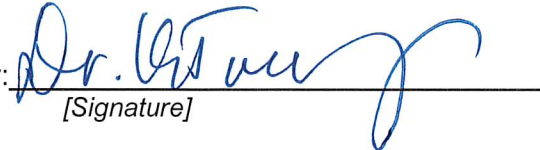
IN WITNESS WHEREOF, the Owner and the Service Contractor, intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Contract.

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: 
[Signature]

Mrs. Vickie B. Turner, Chairman
[Printed Name, Title]

By: 
[Signature]

Dr. Vasanne S. Tinsley
[Printed Name]

Interim Superintendent
[Printed Title]

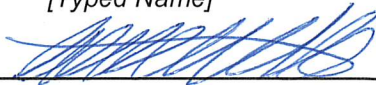
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
[Printed Address]

5/10/22
[Date of Execution]

SERVICE CONTRACTOR:

Yellowstone Landscape SE, LLC

[Typed Name]

By: 
[Signature] [SEAL]

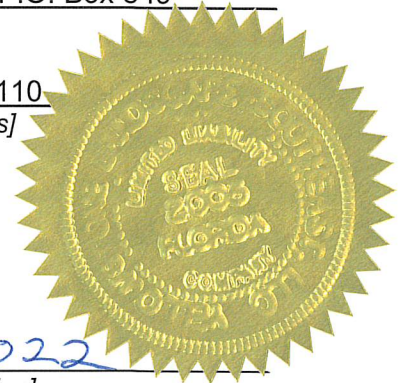
ROB TETRAULT
[Printed Name]

GENERAL MANAGER-ALL
[Printed Title]

3235 N. State Street, P.O. Box 849


Brunell, FL 32110
[Printed Address]

5/1/2022
[Date of Execution]




Richard Boyd, Interim Chief Operations Officer

EXHIBIT "A"

 <p>DeKalb County School District</p>	DeKalb County Board of Education Operations Division Sam A. Moss Service Center 1780 Montreal Road Tucker, GA 30084-6705
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Request for Proposals (RFP) No. 22-752-012

For

LANDSCAPING AND LAWN MAINTENANCE SERVICE

Owner: DeKalb County Board of Education (the "Board")
 Design and Construction Department
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, GA 30084-6705

Solicitation Timeline Summary (dates are subject to change)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	October 14, 2021	2:00 PM	http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Mandatory Virtual Pre-Proposal Conference	October 26, 2021	11:00 AM	Via ZOOM
Site Visit-Optional	October 28-29, 2021	N/A	Not Applicable
Final Questions Due	November 2, 2021	2:00 PM	dcscd-op-bidquestion@dekalbschoolsga.org
Final Addendum	November 9, 2021	2:00 PM	http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Proposal Due Date & Time	November 16, 2021	2:00 PM	https://dekalbschoolsga.lonwave.net
Public Acknowledgement	November 18, 2021		Public Acknowledgement of RFP will be posted on http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Selection Committee Evaluation	November 29-December 3, 2021		
Anticipated Board Review and Approval	February 2022		
Anticipated Notice of Award	March 2022		



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Owner's Standard Forms:

- Attachment A: Contractor Checklist and Certification (2 pages)
- Attachment B1: Corporate Certificate (1 page)
- Attachment B2: Partnership Certificates (1 page)
- Attachment B3: Entity Certificate (1 page)
- Attachment C: Subcontractor Listing (1 page)
- Attachment D: Offeror's and Individuals' Affidavit of NonCollusion (2 pages)
- Attachment E: Conflict of Interest Disclosure Form (2 pages)
- Attachment F: Consent to Release Information Form (1 page)
- Attachment G: Vendor Reference Form (1 page)
- Attachment H: Suspension and Debarment Certification (1 page)
- Attachment I: Fixed Price Proposal Form (6 pages)
- Attachment I-1: Bid Form Price Proposal Part 2 (1 page)
- Attachment J: Immigration and Security Certification (8 pages)
- Attachment K: No Submittal Response Form (1 page)
- Attachment L: Chemical Information List (1 page)

Owner's Appendices:

- Appendix A: Owner's Criteria and Narrative Scope (6 pages)
- Appendix B: Service Frequency Schedule (1 page)
- Appendix C: DCSD 2021-2022 Testing Schedule and 2021-2022 School Calendar (2 pages)
- Appendix D: Subcontractor Affidavit of Non Collusion (1 page)
- Appendix E: Standard Form of Contract for Services (Non-State Capital Outlay Projects) (16 pages)
- Appendix F: Facilities Acreage Grass Areas (5 pages)
- Appendix G: Property Site Maps (153 pages)
- Appendix H: Courtyards and Nature Trails Campuses (2 pages)
- Appendix I: Rubber Mulch Specifications
- Appendix J: Arabia Mountain Landscaping and Lawn Specification (6 pages)



I.
ADVERTISEMENT FOR SEALED PROPOSALS
LANDSCAPING AND LAWN MAINTENANCE SERVICE

SCOPE OF SERVICES

The DeKalb County School District is seeking proposals from qualified vendors to provide landscaping and lawn maintenance services.

Request for Proposal ("RFP") documents will be available Thursday, October 14, 2021, and may be obtained from the DeKalb County Board of Education website at https://dekalbschoolsqa.ionwave.net.

VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE

A virtual mandatory pre-proposal conference to be held via Zoom Meeting at 11:00 a.m. local time on, October 26, 2021. Attendance is mandatory. All proposers must pre-register to attend.

The following information must be submitted via email to dcsd-op-solicitation@dekalbschoolsqa.org by 5:00 PM local time on Monday, October 25, 2021.

- a) Individual Name & Title
b) Company Name
c) Telephone Number
d) Email Address

If more than one individual is attending from your company, please submit information for all attendees. The sign-in sheet for the Virtual Mandatory Pre-Proposal Conference will be compiled using this data and posted on the website within 2 business days after the Virtual Pre-Proposal Conference.

When registering your company to attend the Virtual Mandatory Pre-Proposal Conference, please place in the subject line of the email Registration - RFP 22-752-012 Landscaping Maintenance Services. A link will be sent to participate in the virtual meeting to all registered proposers by 10:00 AM Tuesday, October 26, 2021. Proposers that fail to register by the deadline and attend the Virtual Mandatory Pre-Proposal Conference on October 26, 2021 will not be allowed to participate in the submission process.

SCHEDULE FOR SELECTION (dates are subject to change)

Table with 2 columns: Event/Action and Date/Time. Rows include Virtual Mandatory Pre-Proposal Conference*, Final Questions Due, Final Addendum Issued (if necessary), Proposals Due, Public Acknowledgement, and Anticipated Board Review and Approval.

Except as expressly provided in, or permitted by, the Proposal Documents, from the date of issuance of the RFP until final Owner action of approval of contract award, the Contractor submitting a Proposal shall not initiate any communication or discussion concerning the Project, the RFP or the Contractor's Proposal or any part thereof with any employee, agent, or representative of the Owner. Any violation of this restriction may result in the rejection of the Contractor's Proposal.

The Owner reserves the right to reject any or all proposals, and to waive technicalities and informalities.



II. DEFINITION OF TERMS

Addendum - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the Proposal Documents by additions, deletions, corrections or clarifications.

Collusion - A secret agreement among bidders/offerors to circumvent laws and regulation when submitting bids and offers in an attempt to win contracts by illegal means or methods.

Contract - A formal written agreement between the owner and a vendor for providing goods and services.

DCSD - For the purposes of this proposal, DCSD shall mean "DeKalb County School District" and "The District".

Lobbying - Lobbying is defined as any action taken by an individual, respondent, association, joint venture, partnership, corporation, and all other groups who seek to influence the decision of a Board Member or District Personnel, as it relates to formal solicitations.

Notice of Award - The written notice of the acceptance of the Proposal from DCSD to the awarded respondent.

Notice to Proceed - The written notice issued by DCSD to the awarded respondent authorizing them to proceed with the work and establishing the date of commencement of the contract time.

Owner - For the purposes of this proposal, Owner shall mean DeKalb County Board of Education.

Proposal - An executed offer submitted by a Respondent in response to a request for proposals and intended to be used as a basis for negotiations of a contract.

Request for Proposals (RFP) - The solicitation for services, including all supporting documents and attachments, used to obtain statements of qualifications from contractors or consultants and which provides for negotiation of all terms of the proposal, including price, prior to award.

Respondent - For the purposes of this proposal, any person, respondent, corporation or agency submitting a response to this Request for Proposal or their duly authorized representative. The word Respondent, proposer or offeror may be used interchangeably within the Request for Proposal.

Responsible Respondent - Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Respondent - Respondent that has submitted a proposal that conforms in all material respects to the solicitation.

Scope of Work - Includes the Work, as the term herein defined, as well as the responsibility of the performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

Specifications - A description of what the Owner seeks to buy and what a Proposer must be responsive to in order to be considered for an award of a contract.



III. BACKGROUND

DeKalb County School District currently enrolls about 102,000 students 138 schools/programs: 104 neighborhood schools, 23 choice and specialty schools/programs (magnet, theme, special needs, etc.), and 10 DCSD-sponsored charter schools (that are operated by others). The District owns 159 facilities: 127 school facilities, 5 support facilities, 5 stadiums, 14 vacant facilities or sites, and 8 properties leased to charter schools or other organizations; a list of facilities/sites are provided in Exhibit A. With over 15 million square feet, and 14,000 employees, DeKalb is the third largest system in the State of Georgia (in terms of students), but has the most number of school facilities in the State.

IV. PURPOSE

The DeKalb County School District (hereinafter, "DeKalb County School District" or "DCSD") invites qualified vendors to submit their qualifications to provide landscaping and lawn maintenance services.

In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. DeKalb County School District, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DeKalb County School District.

V. COMMUNICATIONS WITH DCSD STAFF

The assigned contact persons for this RFP are Belinda Quillet, Procurement Manager and Angela Arlene-Myrick, Procurement Specialist, for the Operations Division. Mrs. Quillet can be reached at 678-676-1373 or by email at dcsd-op-bidquestion@dekalbschoolsga.org. Mrs. Myrick can be reached at (678) 676-1554 or by email at angela_arlene-myrick@dekalbschoolsga.org. Prospective Respondents must limit their contact regarding this RFP to THE assigned contact persons.

VI. PROHIBITED CONTACTS

Except with the consent of the proposal contact person, all proposers, including any persons affiliated with or in any way related to proposer, are strictly prohibited for contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DeKalb County School District shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the RFP documents, from the date of issuance of the Request for Proposals until final DeKalb County Board of Education action of approval of contract award, the proposer submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the Board of Education for DeKalb County School District. Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest. Any violation of this restriction may result in the rejection of the proposal response.

VII. QUESTIONS AND ANSWERS

It is intended that this proposal be adequate for any vendor to respond the DeKalb County School District requirements. However, should proposers have questions, all questions should be submitted electronically via email to Belinda Quillet at dcsd-op-bidquestion@dekalbschoolsga.org. **Questions submitted to any other mail box, voice mail or email address will not be considered for response.** The deadline for receipt of vendor questions is **Tuesday, November 9, 2021 at 2:00**



p.m. Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the website <http://www.dekalbschoolsga.ionwave.net> no later than **Tuesday, November 16, 2021 at 2:00 p.m.**

No response other than written, by the Procurement Manager, will be binding upon DCSD.

VIII. **GENERAL REQUIREMENTS**

A. Respondent Performance

The successful Respondent is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Failure of the Respondent to fully perform these obligations may result in cancellation of the award and contract.

DCSD will look to the Respondent and his/her identified personnel to coordinate and deliver the services described in this RFP. The obligations of the contract shall not be delegated to subcontractors or assigned to any third party.

B. Addendums

All addendums related to this solicitation will be posted on the DCSD website at <https://dekalbschoolsga.ionwave.net>. It is the offeror's responsibility to check the DCSD website for any addendums, responses to offeror questions or other communications related to this solicitation.

C. Non-Discrimination

DCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

D. Drug-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

E. Smoke-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

F. Costs Incurred

DCSD is not liable for any costs incurred by a Respondent in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the Respondent in preparing and/or submitting a response to this RFP and interviewing with DCSD (if requested) shall be the sole responsibility of the Respondent and shall not be reimbursed by DCSD.

G. Insurance

A Certificate of Insurance and/or ACORD form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement (include with Required Forms).** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and



indemnification requirement. Final award of this RFP will be contingent upon receipt within five (5) business days of request for insurance documentation complete with the following requirements. In the event the awarded Respondent cannot produce insurance coverage acceptable to the DCSD within the time provided, DCSD reserves the right to award this solicitation to the next highest ranked firm.

- 1) The Service Contractor and all Subcontractors shall maintain insurance in the types of coverage shown below, which insurance shall provide coverage for Service Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, The Service Contractor shall provide the Owner with (i) an endorsement from the insurer naming the Owner as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.
- 2) The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Comprehensive General Liability Including Contractual Liability Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive General Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Worker's Compensation	\$1,000,000
Contractors Pollution Liability and/or Errors and Omissions	\$2,000,000 annual aggregate

The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work. **The DeKalb County School District and The DeKalb County Board of Education** shall be included as an additional insured on the coverages specified in subparagraphs G.1. and G.2. above, and shall be indicated as such on certificates of insurance required herein.

These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until sixty (60) days after the Owner has received written notice evidence by return receipt of registered letter.

H. Indemnification

The Service Contractor agrees to hold harmless and indemnify the Owner, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.



I. Illegal Immigration Reform and Enforcement Act of 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e. public works contracts).

Proposers must complete and/or have their subcontractors complete the following forms:

- 1) Immigration and Security Certification
- 2) Contractor Affidavit (Contractor Only)
- 3) Subcontractor Affidavit (Subcontractor Only)
- 4) Sub-Contractor Affidavit (Sub-Subcontractor Only)

The Immigration Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are identified as **Attachment J** and included with this solicitation. The Immigration Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your proposal response.

IMPORTANT NOTICE: the omission of any of the required items listed above and identified as Attachment J included in this RFP shall cause the proposal submission to be declared non-responsive and to be rejected.

J. Interviews

DCSD reserves the right to require Respondents to participate in one or more interviews with DCSD staff. Respondents must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

K. Background Checks

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

L. Term of Contract

The term of the Services contract shall be for **one (1) year** from date of award with **four (4) one-year** renewal options with the mutual approval of the proposer and the District under the same terms and conditions of this proposal.

M. Cancellations

Awards, contracts, and extensions may be cancelled for convenience by DCSD at any time. In the event of termination of this contract by DCSD, the DCSD will be responsible only for those items and or services



that have been delivered and accepted according to the bid specifications and will not be responsible for any claims for damages, including but not limited to, claims for list profits.

N. Contract

Appendix E is DeKalb County School District's Standard Form of Contract for Services (Non-State Capital Outlay Projects) between the DeKalb County Board of Education and the Service Contractor; Version 6.2015, which specifically outlines the contractual responsibilities. **All responders should thoroughly review the documents prior to submitting a proposal. Any proposed revisions to the terms or language of these documents must be submitted in writing during the question and answer period of the solicitation. All request must be submitted in writing prior to the close of the final questions.** Request for revisions will be reviewed and approved or rejected by legal and legal rulings are final. If submitted or proposed thereafter, such proposed revisions to the terms or language of these documents shall not be considered by the Owner and the Service Contractor's Proposal shall be rejected. No alterations can be made in the contract after award by the DeKalb County School District.

O. Permits and Applicable Law

Respondents shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Respondents shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

P. Suspension and Debarment

By submitting this proposal, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this proposal, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as bid submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DeKalb County School District may pursue all available remedies, including but not limited to suspension and/or debarment.

Q. Non-Collusion

Respondents shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFP. Further, Respondents guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.



R. Conflict of Interest

Respondents shall disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee or DeKalb County Board of Education member. Respondents shall also disclose the name of any DCSD employee or board member who owns, directly or indirectly, an interest in five percent or more in the Respondent's company or any of its branches. Respondents shall certify that their response to this RFP is impartial, at arm's-length, and free of any conflict of interest, unfair advantage, or personal benefit to any DCSD official.

S. Confidentiality and Non-Disclosure

Information made available to Respondents by DCSD shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of DCSD.

Respondents to this RFP unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to student and human resource file contents.

T. Business License

Respondents shall submit with their proposal, a copy of their valid company business license. If the Respondent is a Georgia corporation, Respondent shall submit a valid county or city business license. If the Respondent is not a Georgia corporation, Respondent shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Respondent holds a professional certification which is licensed by the state of Georgia, Respondent shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Respondent for the duration of the contract. **Provision of copy of business license is a mandatory requirement (include with Required Forms).**

U. Rights Reserved

DCSD reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

DCSD reserves the right to request and negotiate a "best and final" response from Respondents.

V. Taxes

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

W. Respondent Failure

In the event services to be furnished by the successful Respondent should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract. Failure of the successful Respondent to perform contracted services may also result in the removal of that Respondent from doing business with DCSD for a period of not less than one year.

X. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County School District considers all information submitted in response to this invitation or request to be a public



record that may be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq., without consulting or contracting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

Y. No Assignment of Award

The successful Respondent may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

Z. The Laws of the State of Georgia

This RFP and subsequent agreements are subject to the laws of the State of Georgia.

IX. BASIC SCOPE OF SERVICES

Vendor will provide various landscape and lawn maintenance services for the properties owned by DCSD. A detailed scope of services is outlined in **Appendix A: Owner's Criteria and Narrative Scope of Work** that is included as part of this RFP. Property site maps of the potential grass areas are attached as **Appendix G** and included as part of this RFP.

The awarded vendor(s) shall keep all properties maintained to a "minimum standard condition" utilizing horticultural practices and the University of Georgia College of Agricultural and Environmental Sciences and U.S. Department of Agriculture Cooperating: http://www.caes.uqa.edu/publications/alpha_list.html.

X. PROPOSAL SUBMISSION REQUIREMENTS

A. A **mandatory virtual pre-proposal conference** will be held on **Tuesday, October 26, 2021 at 11:00 AM local time** via Zoom. Attendance is required to submit a proposal for this project.

B. Proposals must be received electronically at the website <https://dekalbschoolsga.iomwave.net>, no later than **November 16, 2021 at 2:00 PM local time**.

C. The Offeror's electronic proposal shall be submitted in the following order and format:

0. Letter of introduction and interest signed by an officer or partner of responding firm. Letter shall include specific reason(s) why firm would be the best choice for the services listed. Letter shall include name of entity submitting, contact name, phone number, e-mail address, fax number and address of firm submitting.

1. Table of Contents

2. Compliance Information

This is a compliance section and carries no evaluation points. Firms must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

2.1 The Firm must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.

2.1.1 State the legal name of entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for this project



the stated entity name will be used in all legal contracting documents derived from this selection.

- 2.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. Provide a copy of current general real estate license for all key real estate professional assigned to the contract. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State establishing that each joint venture partner or partner is authorized to do business in Georgia.
- 2.2 The Firm must be properly registered, licensed, and certified at the time of submission:
 - 2.2.1 Provide copy of current Georgia Professional Registration Certificate for contractor.
 - 2.2.2 If Firm is a joint venture, provide copy of the joint venture agreement and either:
 - a. Copy of current Georgia Professional Registration Certificate of the joint venture; or
 - b. A copy of the current Georgia Professional Registration Certificate of one of the joint venture partners.

2.3 Financial Information (Y/N):

- 2.3.1 The Firm's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the Firm's most recent tax return and balance sheet will be accepted.

2.4 Litigation/Capacity/Convictions Information (Y/N):

- 2.4.1 Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains, to the joint venture and for each partner or entity creating said joint venture. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.
- 2.4.2 **Capacity:** Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation, please demonstrate your firm's capacity to complete this project. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company regarding K-12 projects (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.



- 2.4.3 **Convictions:** Include a statement as to whether or not the FIRM (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of application of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.

EVALUATION CRITERIA

3. Proposed Project Staff (15 points)

The quality, experience and quantity of staff and their functions will be evaluated by the Committee. The firm shall name the actual key personnel to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project. It is the intent that the proposed staff shall be assigned to this Project unless otherwise approved by Owner. If interviews are conducted, all proposed key staff members must be present at the time of interview unless prior written approval is received from the Owner.

- a. Provide a full and complete company profile to include, but not limited to Firm name, address of firm headquarters and branch office handling this project as well as related telephone and fax numbers.
- b. State how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.
- c. List the number of permanent employees and provide an **organization chart** of the firm. Also, list the employees you intend to assign to the project, include a paragraph which outlines their role and responsibility, relevant experience with similar type project, and certifications.

4. Scope of Services (15 points)

- a. Please provide a detailed comprehensive management plan and proposed strategy for providing Landscaping and Maintenance Services to DCSD. Please be very detailed and specific in your response.
- b. Please provide a sample of report(s), with the RFP response, that will be submitted as required by the contract.

5. Firm's Relevant Experience and Expertise (25 points)

- a. Briefly describe experience specific to landscaping and lawn maintenance services for K12 that the firm has provided for various clients similar to those identified in this RFP within the last three (3) years.

If you include services(s) managed by the firm's employees or subcontractors while employed by other entities, clearly indicate the name of the entity that was responsible for the services.



- b. Provide a brief history of the company including the years in business providing the services specified in this solicitation.
 - c. Describe your firms experience providing the following services:
 - 1. Maintaining records and logs of services performed
 - 2. Maintaining records of all chemicals used
 - 3. Natural disaster damages (i.e. tree falling)
 - 4. Emergency Response
 - d. Provide a list of staff available to support DCSD and include their responsibilities, certifications held and certification of classes/training completed for any services in this solicitation.
 - e. Environmental and Safety Issues
Describe your environmental, quality assurance/quality control, and safety programs that apply to managing potential risks associated with the provision of the services identified in this RFP.
6. **References (10 points)**
- a. Provide the names and contact phone numbers of the three (3) clients, preferably clients comparable to DCSD, for whom the Offeror is providing or has provided similar services as requested in this RFP (**Please provide this information on Attachment G included with this RFP**).
7. **Proposed Fixed Price (35 points)** Use Owner's "Bid Form" included in this Request for Proposal.
- a. Indicate your proposed Fixed Price for the Services and Work as required by the Proposal Documents and the Owner's Agreement. Provide this Fixed Price Proposal Form included as **Attachment I** with this RFP. Indicate any breakdown of the proposed Fixed Price required by the "Bid Form."
 - b. All blanks shall be filled in, and shall be filled in by typewriter or manually and legibly in ink. Where so indicated on the Owner's forms, amounts and sums shall be expressed in both words and numerals, and in case of a discrepancy between the two, the amount of sum written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Proposal.
 - c. The Fixed Price Proposal Form shall be utilized to develop Exhibit B to the Owner's standard Agreement for Services, pursuant to Article 4 thereof.

XI. OWNER'S STANDARD FORMS REQUIRED TO ACCOMPANY PROPOSAL

Failure to include these forms may serve as grounds for non-consideration of the entire RFP response.

- Attachment A: Contractor Checklist and Certification
- Attachment B1: Corporate Certificate or
- Attachment B2: Partnership Certificate or
- Attachment B3: Entity Certificate
- Attachment C: Subcontractor Listing
- Attachment D: Offeror's and Individuals' Affidavit of NonCollusion



- Attachment E: Conflict of Interest Disclosure Form
- Attachment F: Consent to Release Information
- Attachment G: Vendor Reference Form
- Attachment H: Suspension and Debarment Certification
- Attachment I: Service Contractor Fixed Price Proposal Form
- Attachment J: Illegal Immigration Reform and Enforcement Act of 2011
- Attachment K: No Submittal Response Form
- Attachment L: Chemical Information List
Business License and any license or certifications required for this RFP
Certificate of Insurance

XII. QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS

The evaluation of the Proposals will be based upon consideration of the demonstrated qualifications and capabilities of the proposer based on the identified evaluation factors and their relative weight, which will result in an award that is in the best interest of the DeKalb County Board of Education.

A Selection Committee will perform Proposal evaluations and, following completion of the evaluations and subject to the Owner's right to reject any or all Proposals, the responsible and responsive offeror whose Proposal is determined to be the most advantageous to the Owner will be selected to perform Landscaping and Lawn Maintenance Services district wide for the DCSD. The evaluation factors that will be employed, and their relative importance, are identified in Section X, Evaluation Criteria.

Offerors may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, responsible Offerors found by the Owner to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

The Owner reserves the right to reject any or all Proposals, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Proposal to be accompanied by a proper Bid Bond or by other data required by the Proposal Documents, any incompleteness or irregularity of any Proposal received, any evidence of collusion with the intent to defraud or other illegal practices on the part of the GC, failure to comply with the requirements of the Proposal Documents, or exceeding the funds available. The Owner also reserves the right to waive any technicalities or informalities, and to award the Contract in the best interests of the Owner.

XIII. PROTEST PROCEDURES

Protest Process. This section describes the mandatory administrative procedure whereby offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD directly related to design and construction, for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/offerors on sealed competitive bids directly related to Facilities Management for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.
2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder



submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

- 3. Form of Protest.** At a minimum, the written protest must include the following:
- the name and address of the protestor;
 - appropriate identification of the solicitation;
 - a statement of reasons for the protest;
 - supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and
 - the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting offeror.

- 4. Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the offeror, and is received by the Design and Construction Department. The protest may be sent by any of the following means:

**MAIL: Attention: Mr. Richard Boyd
DeKalb County School District
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084**

FAX: (678) 676-1486

The offeror must observe the following deadlines when filing a protest:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

- 5. Stay of Procurement During Protest Review.** When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the Facilities Management Department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.



When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Design and Construction Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/offeror with this contingent contract may proceed with performance and receive payment for work

performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. **Protest Resolution.** The Facilities Management Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:
 - If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
 - If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.
7. **Costs.** In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

(END OF RFP – SEE ATTACHMENTS)

EXHIBIT "B"



Dekalb County Schools Landscaping and Lawn Maintenance Services

December 9, 2021

This proposal is presented by





678.794.8744 tel

4388 Lilburn Industrial Way
Lilburn, GA 30047

This is our local office that will be responsible for work of this project

www.yellowstonelandscape.com

December 9, 2021

Dekalb County Board of Education
1780 Montreal Road
Tucker, GA 30084

Re: RFP # 22-752-012, Lawn Care and Maintenance Services

Dear Board:

Thank you for considering a partnership with Yellowstone Landscape – Southeast, LLC as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for your schools. Our integrated service plan has been designed to give you a landscape that you can be proud of.

As you review our proposal, you'll notice that quality, integrity and crystal-clear communication have helped us build strong relationships and maintain nationally award-winning properties for our clients.

- **Single Point of Contact for Contract Negotiations:**
Cliff McAllister - Business Development Manager
Cell - 770-312-4285
- **Branch Manager**
Jeff Barksdale - Branch Manager
404-759-4471
- **Project Manager**
Randy Gibson - Senior Account Manager
678-977-0856
- **Corporate Headquarters**
3235 North State Street
Bunnell, FL 32110
386-437-6211

While our corporate headquarters is located in Bunnell Florida, our local Lilburn office listed above in the header of this letter will be the main local office that serves the Dekalb County Schools. Currently, we have offices in Alpharetta, Lilburn, Smyrna, Lake Oconee with more to come in the Metro-Atlanta area to serve our vast client base locally.

The following pages describe the information listed in the technical proposal that will continue to allow our company and staffing to fully execute this contract:

- Proposed Project Staff
- Scope of Services
- Relevant Experience and Expertise
- References
- Business License/Financials

If you have any questions after reviewing our proposal, please contact me at any time. I would welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Cliff McAllister

Cliff McAllister
Business Development Manager
cmcallister@yellowstonelandscape.com
770.312.4285

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Section 1.0

Proposed Project Staff

Yellowstone Landscape Profile Summary



Yellowstone Landscape understands that Dekalb County Schools demands a landscape maintenance partner that is not only qualified to perform the required services, but one that has a firm business foundation and will always act as a responsible vendor. Your schools deserve a partner that has a history of successfully managing school and municipality mowing maintenance contracts and has worked with its clients to develop mutually beneficial and successful partnerships that span across the years.

Yellowstone Landscape began with the combination of two independently successful, regional landscape companies – Austin Outdoor and BIO Landscape. In 2008, the two companies joined together with a shared goal to better serve clients across the country, uniting more than fifty years of combined experience in governmental, school, municipality and private based mowing and landscaping maintenance.

Yellowstone operates offices and serves clients in 10 states, however, every office/branch operates like a local business. Our corporate office is located at 3235 North State Street, Bunnell, FL 32110. Each local branch is active in the community developing business partnerships, joining chambers, local organizational groups and community development. In addition, Yellowstone participates in community share programs donating school supplies to kids in need and food to local food banks throughout the Atlanta area.

Our firm has been providing high quality, award-winning landscape and mowing services to communities and public sector clients across the South since our inception. With a strong financial position, bolstered by an established working capital partnership, and one of the industry's most respected leadership teams, Yellowstone Landscape is dedicated to the highest quality, timely and safety that the maintenance of the DeKalb County Schools require and deserve. It has been our goal over the past 6 years managing DeKalb Schools, to inspire pride and promote a strong sense of community among all who visit the grounds. Our dedicated teams show week in and week out that we have developed a solid well organized service that provides specialized management and high levels of communication.

Yellowstone is proud to be among the country's leaders in commercial landscaping, with more than 4000 associates servicing more than 2500 clients each year. We attribute our company's strong growth to several new and exciting partnerships that we have forged with public sector clients across Florida, Georgia, South Carolina, North Carolina, Virginia, Ohio, Illinois, Texas, New Mexico, and Arizona. Partnerships with managed communities, cities, counties and schools across the country have prepared Yellowstone Landscape to effectively manage a vast array of properties at the levels that we all expect.

What sets Yellowstone Landscape apart from other commercial landscaping firms is not our size, our equipment, or our facilities. What sets us apart is the service philosophy that we've developed, based on our clients' feedback. Our clients are some of the South's most demanding. Tailoring our approach to their unique needs and expectations are how we have come to realize that our success is directly linked to our clients' success.

There is no better way to summarize our mission than our strategic principle, which we use to guide our daily service delivery – "Providing Excellence in Commercial Landscaping. Building lasting relationships."

Yellowstone Landscape Profile Summary



Safety - It's Everyone's Responsibility

Yellowstone Landscape is committed to providing a safe, healthy environment free from recognized hazards for all of our employees, clients, vendors and other visitors. We recognize that safety must start at the top and must involve ALL of our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

As part of our commitment to safety excellence, Yellowstone Landscape has implemented a comprehensive safety program. We regularly discuss safety issues with our employees, provide safety awareness training, and conduct hazard audits of our own operations. Our Human Resources Manager leads an active Safety Team that has developed safety responsibilities, safety rules and procedures that must be followed. Adherence to these rules is an absolute requirement of employment at Yellowstone Landscape.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries or illnesses, and "near-miss" to their supervisor as soon as possible. We also require a prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us in order to ensure a safe workplace for everyone.

Yellowstone Landscape understands that safety is everyone's responsibility. That's why ALL employees are involved in the safety program, including: Leadership Team, Field Management, Crew Leaders and Administrative Employees. Leadership Team; Management's most important safety responsibility is to lead by example and set the tone for a safe working environment throughout our company.

Teams - Risk Control & District Safety Task Force

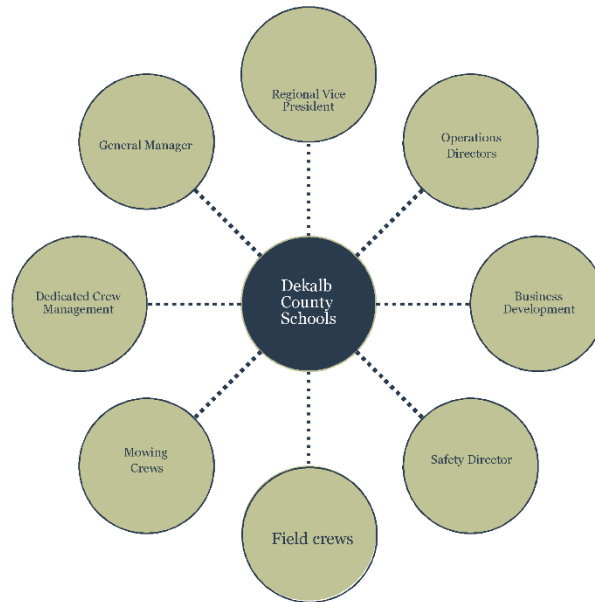
Yellowstone Landscape Risk Control Team

Will meet one time per quarter and more often if needed. This team will review the company's overall risk control components including safety statistics and incidents, fleet and facilities initiatives, and disaster recovery plans. The risk control team will be responsible for driving forward initiatives as mandated by management and the corporate insurance companies as well as making recommendations for additional training and safety resources.

District Safety Task Force

Will meet at least one time per month. This task force will review the District's risk control initiatives and safety records. This task force will also prepare risk control recommendations for the quarterly AO Risk Control Team meetings. The District Risk Control Liaison will be responsible for ensuring that the other components of risk control such as disaster recovery planning, subcontractor insurance agreements, and fleet and facilities requirements are followed through in the District as well as communicating the District's recommendations to the AO Risk Control Team.

Yellowstone Landscape Organizational Outline DeKalb County Schools



Regional Vice President

Our Regional Vice President is Brian Wester. Brian has over 20 years of experience managing mowing operations, not only on commercial landscapes, but also on golf courses and municipal contracts as well throughout Georgia, Florida, South Carolina and North Carolina. His primary role and duties for this project will be to support our management and operations and to make sure they have every available resources necessary for the success of this project from equipment and personnel to the most up to date technology needed to be successful.

General Manager

Our General Manager is Rob Tetrault. Rob is a Georgia native and has 30 years of experience in all facets of the green industry with an emphasis on government and municipality clients. Rob is the backbone of our operations in Atlanta and will be overseeing large contracts at a high level.

Operations Director

Our Branch Manager is be Jeff Barksdale. Jeff has over 14 years of experience in the landscape/green/mowing industries. He along with our dedicated account manager have overseen all maintenance and mowing for large sites in Atlanta metro area. His primary role and assignment for DeKalb County Schools will be to initially oversee all aspects of the operations from quality control, safety compliance and progress. In addition, he will be directing all of the field level personnel and scheduling for the East Atlanta office whcih currentlt services all the DeKalb County Schools. Jeff will work closely with school management in conjunction with Yellowstone employees.

Account Manager

Our Account manager will be Randy Gibson with assistance from assistant production managers. Randy has over 26 years of experience in the landscape/green/mowing industries. He along with our dedicated production managers have overseen all maintenance and mowing for DeKalb County Schools for the past 6 years. His primary role and assignment will continue to be the same in setting up the crews and schedules for each school. He will identify personnel and equipment. He will make initial assessments and identify any challenges and solutions. He will continue to be the main point of contact.

Business Development

The business development team member will be Cliff McAllister. Cliff has over 26 years of experience in the green industry and is responsible for the development of many municipality relationships for Yellowstone. Cliff works closely with Jeff Barksdale and and Randy Gibson and will be instrumental in the initial communication processes for this project, from implementation to execution and retention. Cliff will support all operations staff with many of the needed resources to make this project a success for everyone.

Safety Director

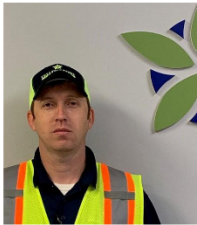
Our Health, Safety and Environmental Director is Venus Kiesel. She has an extensive back-ground and years of experience in her role here at Yellowstone. Her responsibilities are as follows:

- Safety Training (Develops content and programs/administers education)
- Safety Audits (Unannounced spot checks to all of the crews and facilities at least once per quarter with a grading system)
- Environmental and safety compliances
- Up to date PPEs, uniforms, safety vests, boots and highway safety traffic devices
- Develops tailgate topics (Weekly topics for weekly meetings)

Local Leadership Team



Your local **Branch Atlanta East** team is dedicated to serving all your landscape needs. We're proud to serve properties across the area, because we're invested in making our community a better place. Here is a brief summary of the experience that selected members of our local leadership team bring to your property.



Jeff Barksdale, Branch Operations Manager: Jeff has been with Yellowstone for 5+ years starting out as an Account Manager and recently worked his way to Branch Operations Manager through his dedication and strong work ethic. Jeff has been in the Landscape Industry for over 15 years in various roles. Jeff has a degree from the University of Georgia in Turf Management. Jeff holds several Licenses and Certifications one being a Certified Arborist for the state of GA along with his Pesticide Applicators License. Jeff has been a major part of growing our Atl. East Branch. He also maintains a strong relationship with TPA Group and co-manages Johns Creek and Technology Park weekly.



Randy Gibson, Sr. Account Manager: Randy has been in the Landscape Industry for 26+ years. Randy worked previously with the Brickman Group before coming to Yellowstone where he played a major role in developing their Operations in Atlanta and surrounding counties. Randy has achieved much success from setting his self apart by the quality of work and setting the standard for his teams. You will not find a more detailed person at Yellowstone. Randy manages our Dekalb County portfolio of schools which consist of over 144 locations.



Francisco Veyro, Account Manager: Francisco has 10+ years of experience in the commercial Landscape Industry. Prior to coming to Yellowstone, Francisco was an Assistant Superintendent at Brickman Group as well as working in management roles at other landscape companies in the Atlanta area. He brings a wealth of knowledge in managing crews and providing excellent customer service. He has successfully turned many Clients into raving fans.



Justin Heidman, Account Manager: Justin has been with Yellowstone for 1+ years. Justin recently relocated his family to Atlanta from Clearwater, FL and has been in the Landscape Industry for over 20 years. He graduated from Clearwater Christian College. Justin has not only owned his own business for 10 years, he also worked for commercial a commercial landscape company before relocating to Georgia. He has quickly adapted to commercial landscape management at Yellowstone and is a welcome addition to our team.

Local Leadership Team



Your local **Branch Atlanta East** team is dedicated to serving all your landscape needs. We're proud to serve properties across the area, because we're invested in making our community a better place. Here is a brief summary of the experience that selected members of our local leadership team bring to your property.



Alma Rosa Guzman, *Branch Office Manager*: Alma has been with Yellowstone for 1+ years. Her prior job was an office manager at another local commercial landscape company. Through her dedication and strong work ethic, Alma has solidified her role at Yellowstone. She handles various tasks including but not limited to accounting, new employee onboarding, PO's, timesheets and is a Notary Public.



Ben Foutes, *Equipment Technician*: Ben has been with Yellowstone for 4+ years. His experience in the small engine industry has spanned over 10 years. Ben had gained much success from setting his self apart by the quality of work and setting the standard for the crew's equipment. You will not find a more detailed person at Yellowstone. His shop is clean and always prepared to be a problem solver.



Cliff McAllister, *Business Development Manager*: Cliff has 5+ years with Yellowstone Landscape as a business development manager and estimator of large projects and school systems. He has over 28+ years experience in the commercial Landscape Industry. Prior to coming to Yellowstone, Cliff was an Arborist and Estimator at Gunnison Tree Specialist and also owned his own commercial landscape business. He brings a wealth of knowledge in overall commercial landscape management systems and provides excellent customer service. He has successfully developed many Clients in the municipal and school industries into very satisfied customers.

Drug Free Workplace



Yellowstone Landscape has a vital interest in ensuring a safe, healthy, and efficient working environment for our employees, their co-workers, and the customers we serve. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone.

In addition, as a federal guarantee, Yellowstone has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. Further, the decreased productivity of such individuals because of absenteeism and turnover place an increased burden on other employees that can adversely affect our ability to compete by providing competent service to our clients.

In accordance with the Drug Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction within five (5) days of such conviction. Continued employment is conditioned upon full compliance with the drug and alcohol-free workplace policy including notifying Yellowstone of any criminal drug conviction. Any violation of this policy may result in disciplinary action.

Yellowstone reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy. Such actions include, but are not limited to, requesting an employee to submit to a drug and/or alcohol test when Yellowstone has reasonable suspicion to believe that the employee may have or has violated the drug and/or alcohol prohibitions contained in this policy. Yellowstone also reserves the right to inspect property including lockers, desks, or employee's personal property when Yellowstone has reasonable suspicion to believe that the employee may have or has violated this substance abuse policy.

"Substance Abuse" is defined as:

1. Reporting to work or working while under the influence of or impaired by alcohol.
2. Reporting to work or working while under the influence of controlled substances.
3. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale or possession of controlled substance and/or alcohol.

"Controlled Substance" is defined as:

1. Drugs and chemical substances whose possession and use are prohibited under State or Federal Law as well as prescription drugs unless validly prescribed by a licensed medical practitioner.

In view of these concerns for the protection of all employees and our clients, Yellowstone intends to maintain a workplace free of the problems associated with the unauthorized use of drugs and the abuse of alcohol. Our policy is to help employees when they seek assistance, through referral to appropriate rehabilitation programs in the community. During any period of rehabilitation, an employee remains subject to discipline for any violation of these or any other Yellowstone regulation and/or policies.

Drug Free Workplace



Employees are required to submit to a post-accident drug test, if an on-the-job injury causes them to seek medical care, miss a shift of work, or causes any damage exposure to Yellowstone.

In order for an employee to retain his or her job while pursuing rehabilitation as an alternative to termination, the employee must:

1. Participate in a professional substance abuse program conducted through a licensed hospital, medical facility or treatment agency either on an inpatient or outpatient basis.
2. Provide written documentation (on the letterhead of the selected substance abuse program) within five (5) calendar days of Yellowstone's formal counseling that the employee is participating in a professional substance abuse program. Within thirty (30) days of commencing participation in such a program, the employee must provide acceptable documentation that they have either successfully completed or are continuing to participate in the selected program.
3. Provide written authorization for the release to Yellowstone of information verifying his or her participation and progress in the program.
4. Agree that he or she may be tested for drugs in the future at any time as a condition of continued employment and agree that he or she will sign authorization consenting to such testing and releasing the resulting medical information to Yellowstone.



Employment Practices

Hiring Policy

Yellowstone Landscape is committed to recruiting and hiring qualified and safe workers.

The following pages continue to discuss employee hiring practices and employee expectations as well as an example of inter-company recruiting and referral program.

Employment Eligibility Verification

In compliance with the Immigration Reform and Control Act of 1986, all Yellowstone Landscape employees are required to provide proof of eligibility to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 3 days of employment. Certain hiring locations also participate in E-Verify.

Background Investigations

Prospective employees for relevant positions must agree to undergo a thorough background screening process which may include prior employment, education, criminal, motor vehicle, reputation, and credential checks. Pre-hire drug testing is also required in all locations.

Safety: The Tool for Life

Yellowstone Landscape is committed to providing a safe and healthy workplace for all employees. We devote substantial resources to our training and loss prevention programs in an effort to keep both clients' premises and our operations safe.

Drug Free Work Place

Ensuring a safe, healthy, and efficient working environment for our employees, their co-workers, and the customers we serve is of vital importance. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace is expressly forbidden. All applicants are required to pass a drug-screen prior to commencing employment. Any employee involved in an accident while on the job is required to take a drug test. Any employee who is suspected of being under the influence of alcohol or drugs while on the job will also be sent for drug/alcohol testing.

Workplace Harassment and Violence Prevention

Yellowstone Landscape is committed to providing a safe work environment free of hostility or unlawful harassment. Strictly prohibited is any form of harassment because of sex, race, religion, color, national origin, physical or mental disability, marital status, age or any other category which is unlawful under federal, state or local law. Violence or threat of violence against the life, health, well being, family or property of others, expressed or implied by words, gestures, symbols, intimidation or coercion, will be regarded as violating the fundamental rights of Yellowstone Landscape to operate its business in a safe and peaceful manner.

Professional Expectations

Yellowstone Landscape expects every employee to present a professional appearance appropriate for our business. Employees must dress neatly and in good taste, exercise good grooming habits, and engage in appropriate and ethical behavior.

Equal Opportunity Employer

Yellowstone Landscape policy provides equal employment opportunity to all applicants and employees regardless of race, color, religion, sex, national origin, age, veteran status, citizenship, marital status, sexual orientation and/or other protected classifications including physical or mental disability as defined by the Americans with Disabilities Act.

Open Door

Questions may arise from time to time involving the terms and conditions of employment or the interpretation of Yellowstone Landscape policy. Yellowstone Landscape believes that such questions should be answered immediately.

Any employee who has a question, problem or complaint concerning his or her job or the interpretation of Yellowstone Landscape's personnel policies should discuss the situation immediately with the employee's supervisor. The supervisor will make every effort to resolve the grievance at this step in the procedure. If, after discussing the problem or complaint, the employee feels that a satisfactory solution has not been worked out, or if the employee is reluctant to discuss the situation with the supervisor in the first instance, the employee should go to the supervisor's direct superior. This manager will investigate both sides of the situation and attempt to arrive at a solution that he or she believes to be appropriate.

If the employee still is not satisfied with the decision made by his or her supervisor's direct superior, the employee may direct the complaint, in writing, to the Chief Executive Officer, Executive Vice President, Vice President of Human Resources, or one of the Regional Vice Presidents of Yellowstone Landscape, LLC, who also will investigate both sides of the situation and attempt to arrive at a solution that he or she believes to be appropriate.

If at any time the employee feels uncomfortable in discussing the situation with line management, he/she should contact Human Resources.

Yellowstone Landscape expressly forbids any reprisals or retaliation against any employee because the employee has raised in good faith a problem or complaint under this procedure or because the employee has taken his or her problem or complaint to a higher level of supervision or to management.



Section 2.0

Scope of Services

Methodology



Yellowstone is committed to building relationships with Municipal and County agencies throughout the county. We understand that each system or stand-alone campus requires slightly different scopes of work to fit certain geographic regions and financial budgets.

Specifically, for DeKalb County Schools, we originally built our approach in 2016 to execute this contract considering all criteria described in this specific RFP. We continue to take extreme measures and details to understand the expectations, changes in campuses, ponds, and/or boundaries.

As mentioned earlier in this proposal, we are the incumbent to this contract. In 2016, we went through an extensive learning process to get the schedules and staffing in place.

- Refined and fine-tuned the approach to execute the contract to its full extent.
- Developed a top-notch line of communication and responses to requests and work orders.
- Presented solution proposals for “out-of-contract” services such as retention pond clean-outs
- Provided Playground mulch services
- Response time to storm damage -plan of action to clear grounds, drives, and sidewalks after storms
- Wet land mowing for specific areas

The following pages will continue to describe our **Scope of Services** and **Methodology** that we are proposing to continue meet the terms and scope of this contract.

Our comprehensive schedule of staffing includes 7 fully equipped crews ranging from 3-4 dedicated employees on each crew. We intend to use a combination of large width cutting decks and medium to small deck mowers to service the wider open areas as well as building foundations and small interior courtyards. Also important to our success is to use Zero Turn Mowers with increased HP and versatility and a minimum of 60-72” mower deck. The increased engine size and HP allow our mowers to easily mow the thick summer grass on a bi-weekly schedule without bogging down. These mowers are intended for the larger grass areas.

All turf closer to the building foundation will be mown with an Exmark or John Deere walk behind with a **mulch kit and sealed side discharge**. This greatly reduces rocks or debris from being thrown. We see many other companies using golf course wide deck mowers. Our experience has told us that these types of mower bounce too much and reduce production as well as wear out parts faster. We would rather have durable, versatile, and powerful mowers that we can mow school’s rough terrain safely and efficiently.

We will continue to have 1-2 dedicated crews with specific mower types for the Athletic Fields. Over the course of the current contract, we found that this practice is the best way to assure the quality and efficiency of this task is at its highest level.

Other core services such as weed control, wayside areas, litter removal, shrub/bed maintenance, retention pond maintenance, tree trimming, leaf removal, herbicide application, fertilization application, mulching, Pesticide applications, over seeding, and playground maintenance are all scheduled accordingly with our bi-weekly service schedule.

Yellowstone -Dedicated Staffing and Ramp Up



In 2016, Yellowstone, had to experience "Ramping up" when we started the contract for DeKalb County Schools. We experienced many "growing pains" hiring new people and utilizing existing people. It wasn't until several months into the contract that we had to replace the account manager and really change the mindset of the team in place. It still took some time to get the right employees and equipment in place and dedicated to only the schools. **Once all the crews and managers were familiar with the gates, interior courtyards, and testing schedules, we fine tuned our scheduling.** We were and still are a large enough company that we can adapt to any situation.

Our "ramp up" plan also involved a heavy discussion on the type of equipment needed. We added and changed our fleet of mowers to a diesel engine strong enough to not "bog" down in the heavy grass on a bi-weekly mow cycle. We involved different manufacturers who performed demonstrations and gave us loaner equipment to test. Yellowstone made a heavy capital investment in this equipment and it has made a dramatic difference. We currently have 100% of all the equipment, vehicles and staff to continue the seamless service and fulfillment of this new contract period.

The current crew set up will stay the same employees and are production managed by the following superintendents: Marcelino, Jose and Luis will continue to fulfill those roles will be dedicated to DeKalb County Schools.

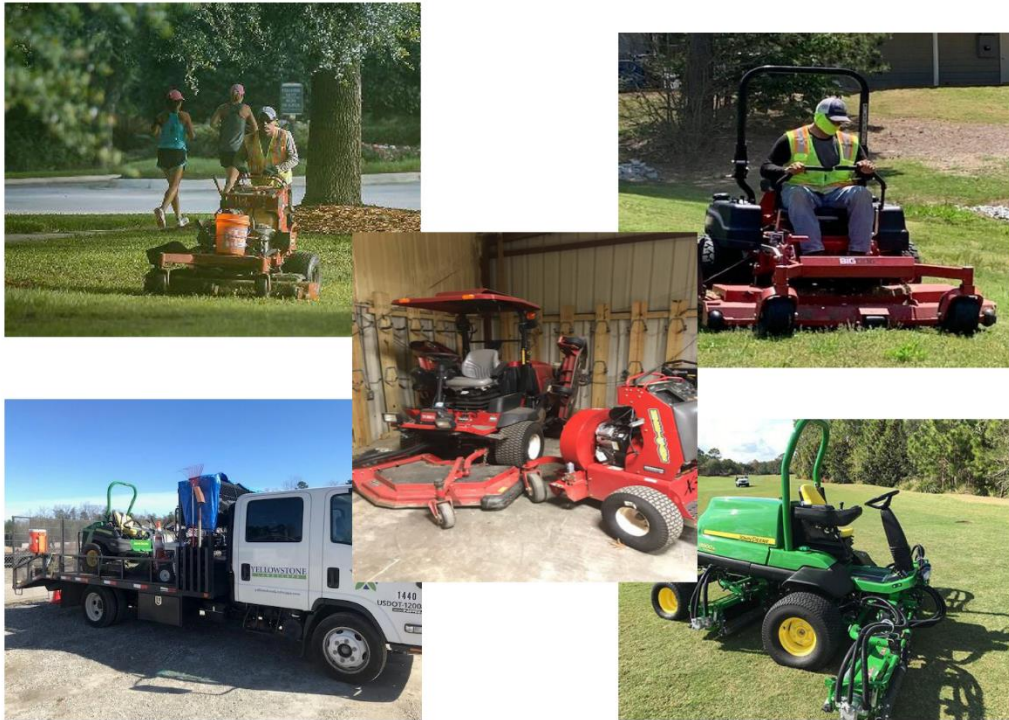




Yellowstone Dedicated School Crews

crew	Monday	Tuesday	Wednesday	Thursday	Friday
crew 1	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools
crew 2	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools
crew 3	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools
crew 4	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools
crew 5	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools
crew 6	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools
crew 7	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools
crew 8	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools	Dekalb County Schools

DeKalb Schools Dedicated Vehicles and Equipment



Yellowstone Landscape will dedicate trained landscape employees and landscape equipment to complete the DeKalb County Schools Contract Landscape Scope Services. Our Company owned vehicles and equipment dedicated to The Dekalb includes:

- 8- Isuzu crew cab trucks
- 20 - 48" walk behind mowers
- 10 - 60" ZTR mowers
- 4 - buffalo blower
- 20 - back pack blowers
- 20 - weed eaters
- 20 - new edgers
- 1 - bush hog tractor and cutter

- 2 - extended power chainsaw
- 2 - new ground chainsaws
- 1- new field mower
- 1- ATV/John Deer gator
- 1 - stand -on hurricane blower
- 1 - 3600 PSI commercial presurre washer
- 3 - 2500 HD pickups
- 1 - spray/fertilizer truck



Emergency or Special Project Services

As the current landscape provider for several large mowing contracts like Dekalb County Schools and City of Johns Creek, we have developed a communication protocol that has proven to satisfy key management and principles not only as a normal way of communication, but also in times of special events and bad weather. This protocol has become a system of best practices to provide municipalities and schools alike. We propose to use this same protocol going forward in the execution of this contract set forth in the RFP.

- We propose to furnish the management oversight to properly communicate service schedules, special event requests, 24 hour “single point of contact”, and inclement weather schedules.
- Service Schedules -During the growing season, we will schedule mowing and service of the sites every other week (March – October). We will schedule 3 cuts in the month of August.
- Special Events – We will work closely with the principals at each school and accommodate special events. Currently we adjust our mowing schedules to coincide with testing, start of school, sporting events, graduation ceremonies and anything else Dekalb asks of us.
- Single Point of Contact – We will continue to assign the same account manager to this contract, Randy Gibson. Randy will be able to be reached by cell phone and email.
- Weather – We schedule our landscape maintenance crews to work (4-10) hour days to maximize our efficiencies. When weather prevents us from working, we reschedule the lost work day for Fridays and Saturdays if needed.

Event Flexibility

Natural, Local & National



Natural Events

As soon as conditions are safe, Yellowstone's maintenance crews are out cleaning up downed trees, tree limbs, and any other debris created by the storm to restore the property's landscape.



Local Events

Yellowstone assists with local events as well, including the following types of events.

Weddings—On properties with outdoor wedding facilities, Yellowstone ensures the outdoor venue is in pristine condition for the bride, groom and their guests. Many times, requests are accommodated to change the annuals surrounding the event lawn in coordinating event colors.



Concerts—Yellowstone has assisted with stage and tent set up for numerous events, such as concerts. Yellowstone has also provided plant material to be used near and around the stage and tent for decorative purposes.

Sporting Events—Yellowstone maintains properties with sporting facilities, such as croquet courts. The croquet courts are kept in immaculate condition at all times, but are especially flawless during tournament time.



National Events

Yellowstone has been involved in numerous national events, including the PGA Ginn Classic in Palm Coast, the Ginn Sur Mer Classic in Port St. Lucie, and the LPGA Ginn Open in Reunion. Preparation for such events is intense to allow for the property to look its absolute best for the thousands of spectators in attendance as well as the spectators viewing the events on national television.

Project Management – Site Audits



Yellowstone Landscape is committed to using the most current software for site audits.

Site audits are conducted according to the customer preference. The following is an example of a site audit completed while Yellowstone employees were working on DeKalb County Schools.

The site was being serviced in the winter of 2021.

Yellowstone will manage, oversee, inspect and report progress from day one. Site audits with pictures can be provided Dekalb County facilities managers and inspectors.



Yellowstone landscape employee is edging on Dekalb County Schools with steel edger

Yellowstone employee dedicated to Dekalb county schools is edging with safety gear (PPE)



Yellowstone landscape maintenance vehicle is parked at DeKalb County Schools with all safety cones in place.

Unique to Yellowstone Landscape parking and safety program, in addition to regular safety cones, we also utilize a safety "TOD". The device fits into a cone and is tall enough if a car hits that cone first, then it will alert the driver before getting close to our landscape vehicle. Therefore making everyone safer.





This is an example of a Yellowstone Landscape employee mowing near a Dekalb school building. Not only is the employee in high-visibility uniform but is also utilizing a mower with a sealed deck. This prevents any debris from escaping from under the deck.



Yellowstone landscape employees use the equipment to mow the field at middle school.



Committed to Safety



Yellowstone Landscape has made safety our number one priority. We realize that we are equally responsible for the safety of our employees, and our clients' residents, employees and guests.

Our commitment to safety includes providing a **safe, healthy work environment**, kept free from hazards. Whether starting and ending the day at one of our branch locations, traveling over the roadways, or at a client's work site, all Yellowstone Landscape employees are trained to **behave professionally and remain alert** to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times



Section 3.0

Relevant Experience and Expertise

Trusted by Clients Across the Country



YELLOWSTONE
LANDSCAPE



Yellowstone Landscape serves our clients from local branch locations across the South, Southwest, and Midwest United States. **Our Corporate Office is in Bunnell, FL.**

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.

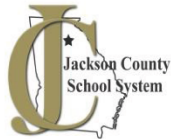
These local operating teams are supported by the collective strength of a national leader in commercial landscaping services.

And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. Just do what's right.

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the trusted commercial landscaping partner of choice to our valued clients across the country.

Featured Clients with Similar Scope and Complexity



Yellowstone Landscape has developed a reputation for creating and maintaining county and municipality landscape environments for some of the states's most demanding clients.

However, the work is only part of the reason that clients choose to partner with us. Through our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients continue their lasting relationships with us, year after year.

Because of our focus on building lasting relationships with the clients we serve, we have many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our high-quality landscapes, coupled with superior

client service are why clients look to us for all their landscape needs.

Yellowstone clients know that effectively managing their property's landscape is a lifetime commitment that requires careful coordination of services. That's why our approach to managing your property's landscape investment includes regular maintenance services (mowing, trimming, edging) paired with detailed fertilization and pest management plans to keep your property looking its best, while preserving the long-term health of your landscape.

Yellowstone Landscape is honored to serve each of our clients' properties and we look forward to continuing our tradition of award-winning service as we build new relationships with clients across the South.

FEATURED PROJECT



Location

DeKalb County
Georgia

Client

DeKalb County School System

Property Type

County School System

Services Provided

Landscape Maintenance
Landscape Enhancement

DeKalb County School System is a 144 site location portfolio of schools and support centers that exist throughout DeKalb County Georgia.

Maintaining these Schools presents a challenge due to the high volume of teachers, students and parents at any given time. Safety is paramount not only for workers on the school grounds but also motorists and pedestrians alike.

Our Fleet Vehicles and Equipment



Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times.

All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 800 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

Landscape Design



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

Seasonal Color Installations



If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will “bring the wow” to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.

Landscape Installation



You need your landscape installation project completed safely, on time and on budget.

Our Landscape Installation Teams will do everything we can to make sure your project stays on schedule (or gets back on schedule), with experience and capabilities scalable to handle any project and any time line.

All Landscape Installation projects start with a meeting to thoroughly review your site and your design plans, verifying that the plant material selected is suitable for your project's environment. With experts on staff in Landscape Design and Landscape Maintenance, we'll offer recommendations to preserve the

long term health and appearance of the project after installation. We can also suggest alternate, native plant materials and trees to help conserve water usage, while preserving the project's intended visual appeal.

We offer extended warranties on all plant materials that we install, when you allow us to provide ongoing landscape maintenance services. We offer this to our clients because we install every landscape with the goal to become your lifetime landscape service partner, growing with you as your landscape matures.

Landscape Maintenance



YELLOWSTONE
LANDSCAPE



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are hundreds of details that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, integrated Landscape Maintenance program.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into your Plan for Success™.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to solve problems while they're still called opportunities. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with all the information you need about your landscape, when you need it.

Irrigation Installation & Management



There is **nothing more essential to the success of your landscape** than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

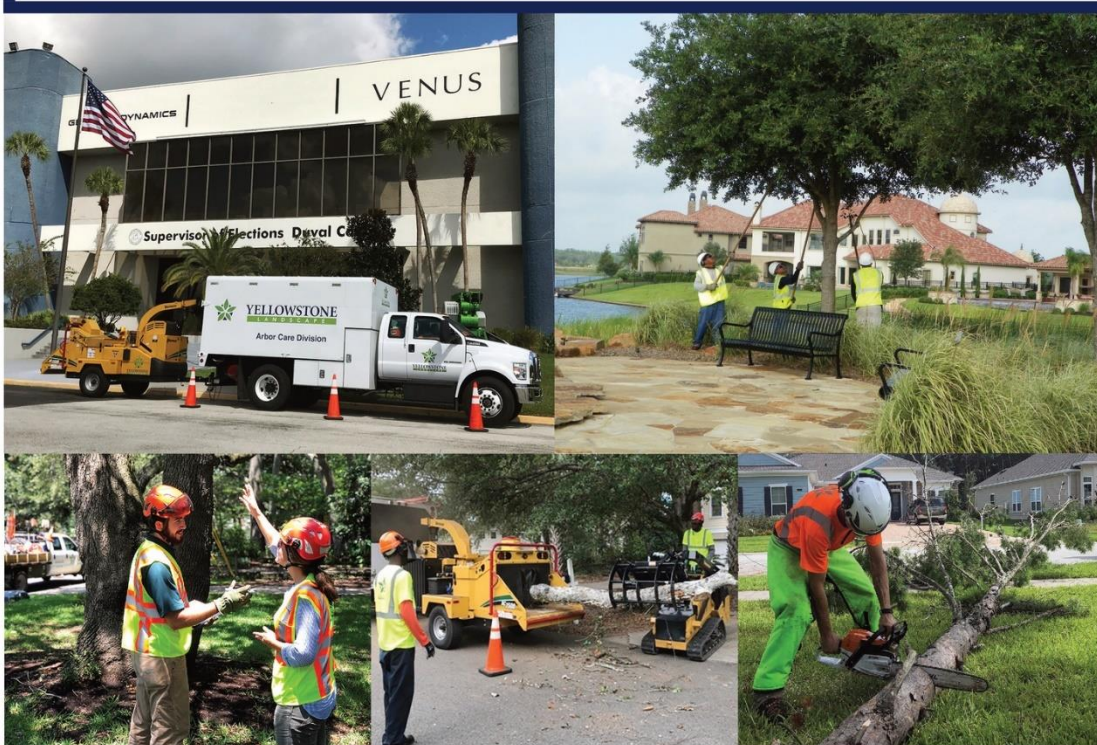
Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources**. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. **These guidelines govern how we design, install, and maintain your irrigation system.**

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

Tree Care Services



Your trees add beauty and value to your property. In the case of mature trees, they are an absolutely irreplaceable asset. Keep them healthy and protect your property with regular evaluations and treatments.

Yellowstone Landscape is a full service tree care company, specializing in Plant Health Care and Pruning in accordance with the highest industry standards. Our Tree Care teams are led by certified Arborists, educated and trained in all aspects of Arboriculture.

We're dedicated to improving and protecting your trees and shrubs, utilizing the latest innovations in tree care science.

Our Tree Care services include:

- Pruning
- Cabling & Bracing
- Lightning Protection
- Fertilization
- Disease & Pest Management
- Tree Removal
- Tree Planting
- Stump Grinding
- Root Management

Snow & Ice Services



The importance of reliable snow removal is clear, but severe winter weather can be a difficult problem to confront in your property's moment of need.

Many times, we've seen other contractors caught unprepared in the event of a snowfall, reflecting poorly on the property management team. This is particularly true in states like ours, where we don't receive snowfall on a consistent basis from year to year.

Yellowstone Landscape offers steady and reliable snow removal service – with the experience necessary to ensure that we won't be caught unprepared.

Our drivers have years of professional driving and snow removal experience. Our staff and contractors are fully prepared and equipped for any snow or ice event. We are appropriately licensed and insured for heavy snow removal.

Don't wait until a storm is approaching to put together a plan for how your property will handle ice and snow removal.

Let Yellowstone's experienced team prepare your winter weather response plan as a part of our year round landscape management service for your property.



Section 4.0

References

References



At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Dekalb County School System - 3000 acres
Client Since: 2016
Services Provided: Landscape Maintenance, Landscape Enhancements
Client Contact Information: Winward Hines, Facilities Manager III
1780 Montreal Road, Tucker, GA 30084
678.410.3771
Winward_hines@dekalbschoolsga.org

Project Name: TPA Group- 50 acres
Client Since: 2010
Services Provided: Landscape Design & Installation, Landscape Maintenance
Client Contact Information: Angela Hicks, Association Manager
1776 Peachtree Street, NW
Atlanta, GA 30339
770.436.1565
Ahicks@tpa-grp.com

Project Name: Johns Creek ROW - 40 miles
Client Since: 2020
Services Provided: Landscape Maintenance, Landscape Enhancements
Client Contact Information: Riki Forney, Facilities Director
11360 Lakefield Drive
Johns Creek, GA 30097
678.822.3276
riki.forney@johnscreekgga.gov



Letter of Recommendation

To whom it may concern: Yellowstone Landscape has maintained the properties for Dekalb County School District for the past 5 years. Yellowstone has done a fantastic job cutting, edging, blowing and trimming of our properties. They are willing to go above the scope of work when an issue arises. When something outside the scope of work is needed, they will provide an accurate quote to have the job done. They are always available and most responsive by phone or email.

I recommend Yellowstone Landscape to a business who is needing landscape work or property cleanup work.

Fred Schoenfeld
Regional Manger



Sam A. Moss Service Center
1780 Montreal Road | Tucker, Georgia 30084
678.676.1320 | www.dekalbschoolsga.org



Section 5.0

Compliance



Business Litigation Statement

Yellowstone Landscape does not currently have any pending material litigation at this time and no litigation within the late 5 years.

**Yellowstone Landscape, Inc. and Subsidiaries
Litigation**

<u>Case</u>	<u>Settled</u>	<u>Nature of Claim/Litigation</u>
<p>On 12/15/2017, the Company was notified that a former employee of the Company had filed a lawsuit against the Company in the District Court of the State of Montana, alleging that the Company had violated the Montana Wage Payment Act. The lawsuit was filed in the District Court of the State of Montana, and the Company was notified of the lawsuit on 12/15/2017.</p>	<p>Settled Settled</p>	<p>The lawsuit was settled on 1/15/2018. The settlement amount was \$10,000.00. The settlement was paid to the former employee on 1/15/2018.</p>
<p>On 12/15/2017, the Company was notified that a former employee of the Company had filed a lawsuit against the Company in the District Court of the State of Montana, alleging that the Company had violated the Montana Wage Payment Act. The lawsuit was filed in the District Court of the State of Montana, and the Company was notified of the lawsuit on 12/15/2017.</p>	<p>Settled Settled Settled</p>	<p>The lawsuit was settled on 1/15/2018. The settlement amount was \$10,000.00. The settlement was paid to the former employee on 1/15/2018.</p>



Capacity Statement

Yellowstone Landscape has proven in the last 5+ years that we have the capacity to execute this contract to the fullest.

Convictions Statement

Yellowstone Landscape nor any of its employees can verify that no office or branch is in any violation of State or Federal Statute concerning competitive bidding or competitive proposals or the restraint of trade.

ATTACHMENT A: CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received Invitation to Bid (ITB) No. 22-752-012 for Landscaping and Lawn Maintenance Services containing a full set of documents:

Owner's Project Specific Information

Appendix A	Owner's Criteria and Narrative Scope (6 pages)
Appendix B	Service Frequency Schedule (1 page)
Appendix C	DCSC 2021-2022 Testing Schedule and 2021-2022 School Calendar (2 pages)
Appendix D	Subcontractor Affidavit of Non Collusion (1 page)
Appendix E	Standard Form of Contract for Services (Non-State Capital Outlay Projects) (16 pages)
Appendix F	Facilities Acreage Grass Areas (5 pages)
Appendix G	Property Site Maps (153 pages)
Appendix H	Courtyards and Nature Trails (2 pages)
Appendix I	Rubber Mulch Specifications (3 pages)
Appendix J	Arabia Mountain Landscaping and Lawn Maintenance Specification (6 pages)

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

Owner's Standard Forms:		Include with Bid	Check Box to Confirm Inclusion
Attachment A	Contractor's ITB Checklist (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input checked="" type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input checked="" type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input checked="" type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input checked="" type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F	Form of Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G	Vendor Reference Form (1 page)	YES	<input checked="" type="checkbox"/>
Attachment H	Suspension and Debarment Certification (1page)	YES	<input checked="" type="checkbox"/>
Attachment I	Fixed Price Proposal Form (6 pages)	YES	<input checked="" type="checkbox"/>
Attachment I-1	Bid Form Price Proposal Page 2 (1 page)		
Attachment J	Immigration and Security Certification Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment K	Suspension and Debarment Certification (1 page)	YES	<input checked="" type="checkbox"/>
Attachment L	No Submittal Response Form (1 page)		
Other Requirements:		Include with Bid	Check Box to Confirm Inclusion
Sample Certificate of Insurance, per Instruction Bidders Item I.		YES	<input checked="" type="checkbox"/>
Copy of Business License, per Instructions Bidders Item H.		YES	<input checked="" type="checkbox"/>
Acknowledgement of ALL addenda (if any) below.		YES	<input checked="" type="checkbox"/>
Electronic Version of bid documents		YES	<input checked="" type="checkbox"/>

Indicate **Addenda(s) Nos.** 7 received (**none unless indicated here**).
The Contractor is responsible for reading and understanding all sections of this ITB, and affirms that the Contractor shall be bound by all of the terms and conditions contained in this ITB.



Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Contractor and its officers and employees have not entered into any agreement with any other Contractor or prospective Contractor or with any other person, firm or corporation relating to any prices or other terms named in this ITB or any other ITB, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this ITB.

Name of Contractor: Yellowstone Landscape SE, LLC

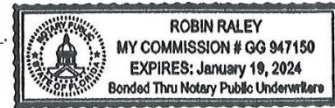
Signature: Chris Adornetti Printed Name: Chris Adornetti

Title: VP of Accounting Date: 12/13/21

Sworn to and subscribed before me this 13th day of December, 2022

Notary Public: Robin Raley My commission expires: 1/1

(SEAL)



THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES.

~~ATTACHMENT B1: CORPORATE CERTIFICATE~~

STATE OF Florida
COUNTY OF Flagler

Signing
B3 as we are
an LLC
CA


I, _____, certify that I am the Secretary of the
corporation named as offeror in the foregoing proposal; that _____
who signed said proposal on behalf of the offeror was then _____ of said
corporation; that said proposal was duly signed for and in behalf of said corporation by authority
of its Board of Directors, and is within the scope of its corporate powers; and that said
corporation is organized under the laws of the State of _____.

[signature]

[typed name]

Subscribed and sworn to
before me this ___ day of
_____, 2____.

(SEAL)



Notary Public

My Commission Expires:
___/___/___

~~ATTACHMENT B2: PARTNERSHIP CERTIFICATE~~

*SIGNING
B3 AS
AN LLC GA
we are*

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, personally appeared _____
_____, who executed the above proposal, and being first duly sworn,
deposes and says that he or she is a general partner in the firm of _____
and that said firm consists of himself or herself and _____ and that
he or she executed the foregoing proposal on behalf of said firm for the uses and purposes stated therein,
and that no one except the above named members of the firm have any financial interest whatsoever in said
proposed contract.

[Affiant's Signature]

Partner

Partner

Partner

Partner

Subscribed and sworn to
before me this ___ day of
_____, 2____.

(seal)

Notary Public

My Commission Expires:
____/____/____

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to
act in the name of the partnership must be attached; otherwise, all partners must sign.

ATTACHMENT B3: ENTITY CERTIFICATE

STATE OF Florida
COUNTY OF Flagler

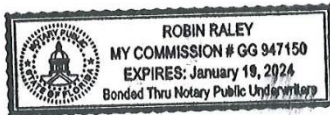
I, Chris Adornett, certify that I am the Secretary of the entity named as offeror in the foregoing proposal; that Rob Tetrault who signed said proposal in behalf of the offeror was then General Manager of said entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a Limited Liability Company organized under the laws of the State of Florida.

Chris Adornett
[signature]

Chris Adornett
[typed name]

Subscribed and sworn to before me this 13th day of December, 2021.

(SEAL)



Robin Raley
Notary Public

My Commission Expires:
1 1

DeKalb County School District
Landscaping and Lawn Maintenance Services

RFP 22-752-012

Page 2 of 1

ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION

(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))

STATE OF Florida

COUNTY OF Flagler

COMES NOW, Yellowstone Landscape Southeast, LLC ("Offeror"),
[Name of Offeror]

appearing by and through Chris Adornett, its VP of Accounting,
[insert name of individual with authority to bind Offeror] [title]

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual and Representative Affiant"), and

[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

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

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

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

2. If the Offeror is a partnership, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County

Board of Education Landscaping and Lawn Maintenance Services (the "Project").

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This 13th day of December, 2021
Yellowstone Landscape Southeast - LLC
[insert name of Offeror]

and
Chris Adornetti
[insert name of Individual And Representative Affiant]

By: Chris Adornetti, both individually and on behalf of Offeror as its
[signature]
VP of Accounting
[insert title]

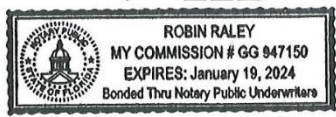
Individual Affiants' signatures and names:

x _____ Name:	x _____ Name:
x _____ Name:	x _____ Name:
x _____ Name:	x _____ Name:
x _____ Name:	x _____ Name:
x _____ Name:	x _____ Name:
x _____ Name:	x _____ Name:

Sworn to and subscribed before me this 13th day of December, 2021.

Notary Public: Robin Raley My commission expires: 1/1.

(SEAL)



ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that
 1. I (*Printed Name*), Chris Adornetti am the (*Title*)
VP OF ACCOUNTING and I am the duly authorized
 representative of the firm of (*Firm Name*) Yellowstone Landscape SE, LLC
 (the "Firm") for purposes of this
 Affidavit, whose address is (*Firm Address*) 3235 N State Street, PO Box 849
Bunnell, FL 32110, and I possess the legal authority to make this Affidavit on
 behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

N/A

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (*fully disclose and completely explain*)

N/A

[Continued on Next Page]

4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: Chris Adornetti

Printed Name: Chris Adornetti

Firm Name: Yellowstone Landscape SE, LLC

Date: 12/13/21

Sworn to and described before me this 13th day of December

Personally known: _____

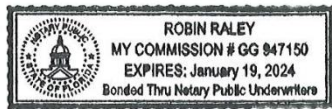
OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of Florida

My Commission Expires January 19, 2024

Affix Notary Seal Here: Robin Raley



ATTACHMENT F: CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Proposal to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such proposal), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This 13th day of December, 2021
Chris Adornett
[Printed name of person or entity consenting to release of information]
By: Chris Adornett
Printed name: Chris Adornett
Printed Title: VP of Accounting



**ATTACHMENT G
Landscaping and Lawn Maintenance Services
RFP No. 22-752-012**

VENDOR REFERENCE FORM

Offeror: Yellowstone Landscape SE, LLC
Project Name: Landscaping and Lawn Maintenance Services
Company Name: Yellowstone Landscape SE, LLC
Address, City, State, Zip Code: 3235 North State St PO Box 849
Telephone Number: _____ Fax Number: _____
Name of Contact Person: _____ E-Mail Address: _____

References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public school system.

Reference #1

Organization Name: DeKalb County Schools Telephone # 678-410-3771
Contact Name: Winward Hines Email Address: winward_hines@dekalbcountyschools.com
Scope of Work Provided: Full Scale Landscape and Lawn Maintenance for all 140+ schools in Atlanta
Project Dollar Value: 2.4M Present Contract Status: current Contract Dates: 2016-2021

Reference #2

Organization Name: City Of Johns Creek Telephone # 678-822-3276
Contact Name: Riki Forney Email Address: riki.forney@johnscreekga.gov
Scope of Work Provided: Provide Lawn and Landscape services for Right of way throughout Johns Creek. Includes litter removal, caracass removal, mowing, edging, pruning
Project Dollar Value: \$750K Present Contract Status: present Contract Dates: 2020-2023



Reference #3

Organization Name: Jackson County Schools Telephone # 706-410-6394
Contact Name: John Robinson Email Address: jd robinson@jcss.us
Scope of Work Provided: Landscape and mowing for all the 10 schools in Jackson County

Project Dollar Value: \$210K Present Contract Status: present Contract Dates: 2021-2025



ATTACHMENT H
Landscaping and Lawn Maintenance Services
RFP No. 22-752-012

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: Chris Roberts Date: 12/13/21
(Offeror Company Name/Certifying Official Signature)



ATTACHMENT H
Landscaping and Lawn Maintenance Services
RFP No. 22-752-012

Attachment I

**PRICE PROPOSAL FORM – PART 1
STANDARD FORM OF CONTRACT FOR SERVICES**

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084

In compliance with your Request for Proposals and the Proposal Documents (defined herein), the undersigned Contractor,

Yellowstone Landscape SE, LLC
[legal name of Contractor]

3235 N State Street, PO Box 849

Bunnell, FL 32110
[address of Contractor]

404-759-4471
[telephone number of Contractor]

jbarksdale@yellowstonelandscape.com
[email address of Contractor]

having carefully examined the site and Proposal Documents, including the proposed contract documents and any Addenda thereto, for Project: Landscaping & Lawn Maintenance Services proposes and agrees, if this proposal is accepted, to enter into a contract with the Owner in the exact form identified in the Request for Proposal and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time stated, and submits the following proposed Fixed Price that will be inserted into Exhibit A of the contract as set forth below:

A. Rates for Landscaping and Lawn Maintenance Services:

The proposed Fixed Price amount to insert as the Contract Price in Section 6.1 of the Agreement:

two million six hundred forty-four thousand twenty dollars
[written in words]

(\$ 2,644,020.00), which sum shall constitute the combined total of all

Price Proposal Form –Standard Form of Contract for Services
Project Name: Landscaping & Lawn Maintenance Services
Solicitation No.: RFP 22-752-012
Project No.: Not Applicable
Proposal Due Date: November 9, 2021

Page 2

facilities. This should equal the total of all facilities identified on Attachment I-1. **PLEASE ATTACH A COPY OF ATTACHMENT I-1.**

ATTACHMENT I – Part 1
Price Proposal Form – Standard Form of Contract for Services 10.2014(No Bid Bond)

B. Unit Prices: The undersigned Contractor further agrees to the following Unit Prices as provided for in the contract documents:

Unit Price No. 1: Please provide an hourly rate for any landscaping services that the District may require to any school or location not listed in **Appendix J**. Contractor is to include any fees for the removal of any and all debris from these activities. All debris must be removed from DCSD property and disposed of in accordance with local and federal government regulations.

Per Hour \$ \$85/man hour

Unit Price No. 2: Should the District require additional Lawn Maintenance Services (turf maintenance, edging and trimming, litter removal, crack weed) to any school or location not listed in **Appendix J**, please provide a per mow unit price.

Per Acre \$ \$95/acre

Unit Price No. 3: Please provide a rate for the Installation of safe rubber mulch inside of playground equipment borders to a minimum of 6" of rubber mulch or 9" of playground wood mulch.

Per Cubic Ft. \$ \$1.75

Unit Price No. 4: Please provide a rate to furnish and install pine straw.

Per Bale \$ \$6.75

Unit Price No. 5: Please provide a rate for the installation of wood mulch on the cross country tracks.

Per Cubic Ft. \$ \$2.25/cu ft

Unit Price No. 6: Rubber Mulch

Per 2500 lb. Super Sack \$ \$460

Unit Price No. 7: Wood Mulch

Per Square Yard \$ \$60

Per Cubic Ft. \$ 2.25/cu ft

Unit Price No. 8: Please provide an hourly rate for all irrigation repairs; plus percentage mark-up for all parts and any rental equipment needed.

Per Hour \$ \$85

Percentage Mark-up % 15%

Unit Price No. 9: Please provide a unit cost for initial cleanup of retention ponds.

\$ \$85/man hour

Addenda Acknowledgement

The undersigned Contractor hereby acknowledges receipt of the following Addenda
[insert the number and date of each Addendum; if none, insert "None"]:

#1- 10/28/2021, #2 - 11/12/2021, #3 - 11/29/2021, #4- 12/06/2021, #5- 12/06/2021,
#6 - 12/09/2021 #7 12/15/2021

General Conditions

The undersigned Contractor agrees that if it is notified in writing by mail, telegraph, facsimile, e-mail, or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within ninety (90) days after the date of the Proposal Due Date, the undersigned Contractor will execute, within ten (10) days of the date of the notice, a contract for the Work in accordance with the Proposal Documents in the exact form provided therein for the amount stated above. The Contractor further agrees to furnish other documents or information as required by the Proposal Documents in accordance therewith.

The undersigned Contractor agrees to commence actual physical work with adequate forces and equipment within ten (10) calendar days of the date of the Notice to Proceed to be issued by the Owner, and to complete the Work within the time provided in this Proposal.

The undersigned Contractor is duly organized and existing under the laws of the State of Florida as a:

- (1) Sole Proprietorship;
- (2) Partnership;
- (3) Corporation; or
- (4) Other legal entity (specify) LLC.

The Contractor's Federal I.D. number, or Social Security number if the Contractor is an individual, is as follows: 20-2993503.

The Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive technicalities and informalities.

The Contractor understands that the Contractor shall be responsible for obtaining all federal, state and local permits required for the Project.

The Contractor agrees that this Proposal may not be revoked or withdrawn for a period of ninety (90) days after the date and time of Proposal due date, but shall remain open for acceptance for a period of sixty (90) days following the Proposal due date.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Work and is in all respects fair and without collusion or fraud. The Contractor understands that collusive bidding is a violation of state

and federal law and can result in fines, prison sentences, and civil damage awards. The Contractor agrees to abide by all conditions of the Proposal.

The full names, titles and addresses of persons and firms interested in the foregoing Proposal as principals are as follows:

NAME	TITLE	ADDRESS
Chris Adornetti	VP Accounting	268 Ocean Cay Blvd St Augustine, FL 32080

Respectfully submitted,

Yellowstone Landscape-Southeast, LLC

[typed name of Contractor]

By: Chris Adornetti [signature] [seal]

[signature]

Chris Adornetti, VP of Accounting

[typed name and title]

267 Ocean Cay Blvd

[address of Contractor]

(954) 940-8058

[business telephone number]

12/13/21

[date of execution]

w/A

[If the Contractor is a joint venture, utilize this page of this proposal form for signatures.]

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. If successful in its Proposal, the Contractor will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner and number, required by the Request for Proposals and applicable laws. The Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted _____
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

STATE OF Florida
COUNTY OF Flagler

Came before me, Rob Tetrault, and after being
[typed name of individual signing Bid]

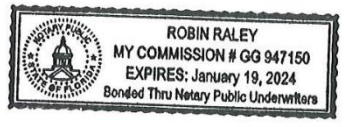
duly sworn, deposes and says that he/she is General Manager of
[title]
Yellowstone Landscapes Southeast, LLC and that all of the foregoing is true and correct to the
[Contractor]

best of his/her information and belief.

[Signature]
[signature of individual signing Bid]

Subscribed and sworn to
before me this 13th day of
December, 2021.

(seal) Robin Raley
Notary Public



My Commission Expires:
 / /

ATTACHMENT J:

Landscaping and Lawn Maintenance Services
RFP No. 22-752-012

IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror, below:

(a) CA (Initial here): Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) _____ (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

(c) _____ (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) CA (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the

federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) CA (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

5) CA (Initial here) Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Chris Adsett
Signature

12/13/21
Date

648969

march 2013

EEV/Basic Pilot Program
User Identification Number

Date of Authorization

Firm Name: Yellowstone Landscape SE, LLC

Street/Mailing Address: 3235 N State St, PO Box 849

City, State, Zip Code: Bunnell, FL 32110

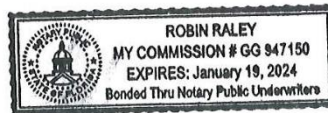
Telephone Number: 404-759-4471

Email Address: jbarksdale@yellowstonelandscape.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13th DAY OF December, 2021

Robin Raley
Notary Public



My Commission Expires: _____

ATTACHMENT L
RFP 22-752-012
Chemical Information List

	Product Name	Manufacture	Hazard(s) Identification	OSHA Permissible Exposure Limits
1	Cornerstone Plus	AgriSolutions	Caution	4 Hours
2	Specticle Flo	Bayer	Caution	12 hours
3	Celsius	Bayer	Caution	24 Hours
4	Gravity 28-00	Windfield Solut	Caution	2 hours
5	Strike 50 WDP	OHP, Inc	Caution	12 Hours
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25				

*Please attach additional sheets if needed



CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)

5/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Indemnity & Liability Company	38318
	INSURER B : Great American Insurance Company	16691
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES MAIN CERTIFICATE NUMBER: 17551674 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide & Herbicide <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	1000100115211	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000639302211	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ \$0	Y	Y	TUU 2545544 03	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100 0004098 (TX) 100 0004099 (FL) 100 0004100 (AZ, NC) 100 0004101 (GA, NM, NV, SC)	4/1/2021 4/1/2021 4/1/2021 4/1/2021	4/1/2022 4/1/2022 4/1/2022 4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EAT-1617, LLC, LARC Manager, Inc., LARC Asset Management and Realty, Inc. are included as Additional Insured with respect to General Liability, Auto Liability and Umbrella Liability, as per written contract, subject to terms, conditions and exclusions of policies. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect General Liability, Auto Liability, Umbrella Liability and Workers Compensation, subject to terms, conditions and exclusions where applicable by state law.

CERTIFICATE HOLDER 17551674 Jefferson County School System 660 Winder Highway Jefferson, GA 30047	CANCELLATION See Attachments
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	AUTHORIZED REPRESENTATIVE

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/22/2021 16:11:12

BUSINESS INFORMATION

BUSINESS NAME : Yellowstone Landscape - Southeast, LLC
CONTROL NUMBER : 08036062
BUSINESS TYPE : Foreign Limited Liability Company
JURISDICTION : Delaware
ANNUAL REGISTRATION PERIOD : 2021

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 3235 NORTH STATE STREET, PO BOX 849, BUNNELL, FL, 32110, USA
REGISTERED AGENT NAME : CORPORATION SERVICE COMPANY
REGISTERED OFFICE ADDRESS : 40 TECHNOLOGY PARKWAY SOUTH, SUITE 300, NORCROSS, GA,
30092, USA
REGISTERED OFFICE COUNTY : Gwinnett

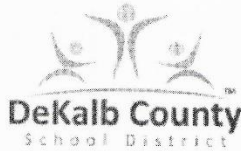
UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 3235 NORTH STATE STREET, PO BOX 849, BUNNELL, FL, 32110, USA
REGISTERED AGENT NAME : CORPORATION SERVICE COMPANY
REGISTERED OFFICE ADDRESS : 40 TECHNOLOGY PARKWAY SOUTH, SUITE 300, NORCROSS, GA,
30092, USA
REGISTERED OFFICE COUNTY : Gwinnett

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Chris Adornetti
AUTHORIZER TITLE : Manager

EXHIBIT "C"



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Richard Boyd, Interim Chief Operations Officer,
Division of Operations

FROM: Mrs. Cheryl L. Watson-Harris, Superintendent
Office of the Superintendent

DATE: April 18, 2022

**RE: RFP 22-752-012 Landscaping and Lawn Maintenance Services Contract Award
Approval (Yellowstone Landscape SE, LLC) for a not to exceed amount of \$2,644,020**

At its business meeting on Monday, April 18, 2022, the DeKalb Board of Education approved the award of RFP 22-752-012 Landscaping and Lawn Maintenance Services to **Yellowstone Landscape SE, LLC**, the most responsive and responsible Offeror whose submittal is the most advantageous to the Board based on the evaluation factors.

Please take the appropriate action to affect this directive of the Board.

CWH:am

c: Ms. Carla Smith, Purchasing Manager, Purchasing Department, Division of Finance
Ms. Phyllis Jones, Buyer, Purchasing Department, Division of Finance

EXHIBIT "D"



Operations

April 29, 2022

Mr. Rob Tetrault, General Manager
Yellowstone Landscape SE, LLC
3235 N State Street, P O Box 849
Bunnell, FL 32110

RE: Notice of Award – Landscaping and Lawn Maintenance Services Contract – RFP No. 22-752-012

Dear Mr. Tetrault:

This is to notify you that your proposal for the above referenced project has been accepted. Accordingly, the Fixed Price Service Contract is awarded to **Yellowstone Landscape SE, LLC** contingent on the following:

- 1) Attached are two (2) original **Standard Form of Contract for Services** for the above referenced project between the DeKalb County Board of Education and **Yellowstone Landscape SE, LLC** for your review and execution. Both original contracts must be signed by an officer of the company and returned to this office within five (5) business days of receipt. Upon execution by the DeKalb County Board of Education, one original of the contracts will be returned for your use.
- 2) Presentation of satisfactory Certificate of Insurance in accordance with **Article 18** of the contract. All liability policies shall name the Owner, the DeKalb County School District and the DeKalb County Board of Education as an additional insured.
- 3) In accordance with **Article 9**, specifically **Section 9.1.1** of the contract, a criminal background check must be performed on all **Yellowstone Landscape SE, LLC** employees, project subcontractors and vendors performing work under this contract. Such background checks will be performed by DCSD Public Safety Department at the expense of the individual at a cost of \$45.00 per individual.
- 4) Background checks should be coordinated with Angela Arlene-Myrick, Procurement Specialist. Mrs. Myrick may be reached at 678-676-1554, 404-808-8015, or angela_arlene-myrick@dekalbschoolsga.org.

NO ONE ASSIGNED TO THIS PROJECT WILL BE ALLOWED ON THE SITE UNTIL THEY HAVE BEEN CLEARED BY THE DCSD PUBLIC SAFETY DEPARTMENT.

- 5) **Yellowstone Landscape SE, LLC** shall provide each of their employees and all subcontracted employees with proper identification issued by DCSD Public Safety Department. This identification must be worn on the outer garment at all times when on DCSD premises.

Sam A. Moss Service Center
1780 Montreal Road | Tucker, Georgia 30084
678.676.1320 | www.dekalbschoolsga.org

Yellowstone Landscape SE, LLC
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- 6) All DeKalb County School District vendors are required to register through the Vendor Self Service Portal to submit the mandatory documents listed below:
- Immigration and Security Form
 - Contractor Affidavit and Agreement Form
 - Subcontractor Affidavit and Agreement Form (if applicable)
 - W9

The Vendor Self Service Portal is located at <https://dekalb.munisselfservice.com/default.aspx>. The vendor registration application must be completed to comply with the Illegal Reform and Enforcement Act of 2011 requirements.

- 7) You are reminded not to begin performance of the work until you receive the written Notice to Proceed. The DeKalb County Board of Education is not liable for costs incurred by **Yellowstone Landscape SE, LLC** for work performed prior to the issuance of the Notice to Proceed.
- 8) Upon receipt of the executed contract by **Yellowstone Landscape SE, LLC** and an acceptable Certificate of Insurance as outlined above, a (Kick-off Meeting) will be scheduled by the Project Manager.

We look forward to working with you and the successful completion of this project. If you have any questions concerning this matter, please contact me at (678) 676-1373.

Sincerely,

DeKalb County School District



Belinda Quillet
Procurement Manager

cc: Mr. Richard H. Boyd, Interim Chief Operating Officer
Mr. Bobby Moncrief, Director of Facilities
Mrs. Darlene Y. Hughes, Contracts Compliance Specialist II

ACKNOWLEDGEMENT

Yellowstone Landscape SE, LLC hereby acknowledges receipt of two (2) original Contracts for Services RFP 22-752-012 – Landscaping and Lawn Maintenance Services review and execution.

Received by Signature

Date Received

Name (Typed or Printed)

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EXHIBIT "E"

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. 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).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-contractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program, please identify the program.

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

EXHIBIT "F"

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As 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).

(3) Subcontractor's correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

EXHIBIT "G"

**AFFIDAVIT OF EXEMPTION
(Under O.C.G.A. § 13-10-91(b)(1))**

The undersigned, in connection with a proposed contract or subcontract with the DeKalb County School District for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am exempt under Title 26 or Title 43
- (b) If at any time hereafter I determine that I no longer qualify as exempt under Title 26 or Title 43, then I will:
 - (i.) immediately notify the School District in writing; and
 - (ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
 - (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

_____/_____
Signature Printed Name Title

By signing above, you are certifying that the representations made herein are true and correct.

Firm Name:

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ / email: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____