



Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

September 16, 2024

INVITATION TO BID (ITB) No. 24-101670

FOR

**FENCE AND GATE REPAIR
(THREE (3) YEAR MULTIYEAR CONTRACT)**

DEKALB COUNTY, GEORGIA

Procurement Agent:	Yesenia Diaz
Email:	ydiaz@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	September 18, 2024 or September 25, 2024 For attendance instructions, utilize the following link: https://www.dekalbcountyga.gov/purchasing-contracting/general-information (Meetings are held at 10:00 a.m. and 2:00 p.m.)
Deadline for Submission of Questions:	5:00 P.M. ET September 27, 2024
Bid Opening:	3:00 P.M. ET, October 16, 2024 (via Zoom) https://dekalbcountyga.zoom.us/j/2615458466?omn=83075557182
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Validity of Bid:	120 Days

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

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

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INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **Fence and Gate Repair (Three (3) Year Multiyear Contract)** from responsible bidders.

B. GENERAL INFORMATION:

1.0 BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	September 16, 2024
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	September 18, 2024 or September 25, 2024 For attendance instructions, utilize the following link: https://www.dekalbcountyga.gov/purchasing-contracting/general-information (Meetings are held at 10:00 a.m. and 2:00 p.m.)
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Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 120 days from and including the bid opening date.

Sealed bids are to be addressed and delivered to:

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

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

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents, with the exception of the price schedule) stamped “Original”, **and one USB drive with an exact copy of the original bid package**, to the address listed above. Any pricing included in the bid package (original or copies) will cause the bidder to be deemed non-responsive.

2.0 CONTACT PERSON:

The contact person for this bid is **Yesenia Diaz, Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via email at ydiaz@dekalbcountyga.gov. Questions and requests for information or clarification concerning

the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined in the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on September 27, 2024.**

4. ADDITIONAL INFORMATION/ADDENDA:

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

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INVITATION TO BID PROCEDURES

A. BIDDER INFORMATION:

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

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.
9. Expenses of Preparing Responses to this ITB

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

10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

12. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-1 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

13. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <https://lsbecertification.info/pages/Directory/SearchPublic.jsp>
- b. **It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply with, complete and submit all LSBE forms with the Bidder's response in order to be responsive to the bid.** Attendance via video conference and/or teleconference. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/general-information>.
- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at DeKalbFirstLSBE@dekalbcountyga.gov.

14. First Source Jobs Information

- a. The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.
- b. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworkforce.org or 404-687-3400.

15. Attention to General Terms and Conditions

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

16. Required Signatures

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

17. Ethics Rules

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

18. Business and Professional Licenses

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

B. BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A – Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **“ITB No. 24-101670- Fence and Gate Repair (Three (3) Year Multiyear Contract)”** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. CONTRACT AWARD:

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The County's intention is to award to one bidder; however, the County reserves the right to award by line item to one vendor or more or make an all-or-none award. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.

GENERAL TERMS AND CONDITIONS

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder’s accepted Response; and the County’s ITB.
- B. The Contractor’s services shall include all things, personnel, and materials necessary to provide the goods and/or services that are in compliance with the specifications as authorized by the County.

C. DELIVERY:

Delivery of services is required within forty-eight (48) hours upon request, unless an alternative time-frame is approved by the Designated County Representative.

Bidder state agreement: Yes _____ No _____

Contact Person: _____

Telephone Number: _____ Cellular Number: _____

Address: _____

Normal Business Hours (Days/Times):

The successful bidder shall give a 24-hour prior notice of delivery to the Department or Division calling in the order and must ask for caller’s telephone number as well as Purchase Order number and address.

All prices are to be firm, F.O.B. destination, freight prepaid, delivered and serviced, as required, to the following point(s):

DeKalb County Department of Watershed Management
 Attn: Kenneth Gobin
 1580 Roadhaven Drive
 Stone Mountain, Georgia 30083
 Email: khgobin@dekalbcountyga.gov

DeKalb County Public Works – Roads and Drainage
 Attn: Melvin Robinson
 727-A Camp Road
 Decatur, Georgia 30032
 Email: mbrobinson@dekalbcountyga.gov

DeKalb County Public Works - Sanitation Division
 Attn: Tina Phan
 3720 Leroy Scott Dr.
 Decatur, GA 30032
 Email: tphan@dekalbcountyga.gov

D. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

E. FOREIGN PRODUCTS:

DeKalb County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that items offered on this bid is/are manufactured and produced in the United States.

Yes _____ No _____

If "No", state the exact location of plant or facility where items will be produced:

F. COUNTY REQUIREMENT:

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

G. WARRANTY AND/OR GUARANTY:

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions or Warranty and/or Guaranty. **NOTE:** FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

H. SAMPLES & TESTING:

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion

of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

I. LITERATURE:

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

J. SILENCE OF SPECIFICATIONS:

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

K. CONTRACT PURCHASE AGREEMENT:

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

L. TERM: (Bidder shall not fill in the blank in this section. This portion shall be completed by the Department of Purchasing and Contracting upon the acknowledgement of receipt of the Notice to Proceed):

The Contractor shall commence the Work under this Contract within ten (10) days from the Notice to Proceed (“Commencement Date”) and fully complete the work within one thousand ninety-five (1,095) days from and including the Commencement Date. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on _____, 20____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

1. Alterations to the Bid Schedule may result in the Bidder being deemed non-responsive and/or bid rejection.
2. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:

- To Contractor's customers.
- In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

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

3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.
4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. PAYMENT (Bidder shall not fill in the blanks in this section. This portion shall be completed upon contract award):

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Contractor or authorized delegate and must contain the authorizing a unique invoice number specific to the project, the DeKalb County Purchase Order (PO), and the Contract Purchase Agreement (CPA) Number in order for payment to be processed. The PO Number must also be on the delivery ticket, if applicable.
2. As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in

accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed the amounts listed below:

- a. County shall pay the Contractor an amount not to exceed _____ for the initial year of the agreement.
- b. County shall pay the Contractor an amount not to exceed _____ for the second year of the agreement.
- c. County shall pay the Contractor an amount not to exceed _____ for the third year of the agreement.

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

3. Invoice(s) and notice(s) must be submitted as follows:

- a. Original invoice(s) must be submitted to:

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

With a copy to the County Representative(s) listed above in Section C. DELIVERY or to any other authorized designee from the department requesting the work:

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

O. ACCURACY OF WORK:

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

P. ADDITIONAL WORK:

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

Q. OWNERSHIP OF DOCUMENTS:

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

R. RIGHT TO AUDIT:

1. The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.
2. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all

covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

T. REVIEWS AND ACCEPTANCE:

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

U. TERMINATION OF AGREEMENT:

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

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error,

omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - 1) Employer's liability insurance by accident, each accident \$1,000,000
 - 2) Employer's liability insurance by disease, policy limit \$1,000,000
 - 3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence
 \$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:
 DeKalb County, Georgia
 Director of Purchasing and Contracting
 Maloof Administration Building
 1300 Commerce Drive, 2nd Floor
 Decatur, Georgia 30030

4. Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
5. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
6. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
7. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
8. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
9. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

X. GEORGIA LAWS GOVERN:

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

Y. VENUE:

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

Z. COUNTY REPRESENTATIVE:

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

AA. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

BB. SOLE AGREEMENT:

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

CC. SEVERABILITY:

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

DD. NOTICES:

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

Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County: Chief Procurement Officer
Department of Purchasing and Contracting
Malooof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

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

EE. GEORGIA OPEN RECORDS ACT:

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

FF. COOPERATIVE AGREEMENT

DeKalb County supports cooperative procurement allowing public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. In certain, limited circumstances, the County may choose to make the same pricing structures, terms and conditions agreed to under this solicitation available to other public procurement entities. Bidders shall indicate below whether they shall agree to allow other entities to piggy-back off the agreement resulting from this solicitation. Inclusion as a piggy-back contract is not mandatory, may be based on specific contract terms, and will have no bearing on the contract award.

Agree to extend to other public procurement entities: Yes ___ No ___

MINIMUM SPECIFICATIONS

A. GENERAL INFORMATION

The Contractor shall furnish parts and conduct repair and installation of fences and gates throughout DeKalb County. This is a Countywide contract for use by the DeKalb County Department of Watershed Management, Public Works – Roads and Drainage Division and Public Works - Sanitation Division. Due to the number and variety of locations, site inspections at the County’s request for repair or installation for specific sites will be conducted and at that time the Contractor shall submit literature for approval by County on the specific products involved.

1.0 GENERAL CONDITIONS:

1.1 Work Schedule:

Contractor shall:

- A. Coordinate all work so that the County’s ability to deliver minimum services is not adversely impacted nor shall facility security be compromised.
 - 1. Work shall not interfere with the receiving of chemical shipments or operating materials and supplies.
- B. Complete all work between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday.
 - 1. Exceptions to this schedule may only be made with the prior approval of the using department.
 - 2. Contractor will coordinate work schedules and access to sites during off-hours with using department. Off-hours would occur from 7:00 p.m. to 7:00 a.m.
- C. Upon receipt of a formal Purchase Order, notify the using department, to obtain permission to begin work or schedule a pre-construction meeting.
- D. Receive clearance before taking any operating equipment out to the service site.
- E. Be scheduled at least 24 hours in advance when possible. The using department’s production demands shall dictate work schedules.
- F. Know that the using department will deem which repairs/installation are emergencies. All emergencies must be completed within 48 hours.
- G. DeKalb County observed holidays are as follows:

JANUARY 1NEW YEAR’S DAY
 THIRD MONDAY IN JANUARYM. L. KING’S BIRTHDAY
 THIRD MONDAY IN FEBRUARYPRESIDENT’S DAY
 LAST MONDAY IN MAYMEMORIAL DAY
 JUNETEENTH.....JUNE 19th
 JULY 4INDEPENDENCE DAY

1ST MONDAY IN SEPTEMBERLABOR DAY
NOVEMBER 11VETERAN’S DAY
4TH THURSDAY IN NOVEMBERTHANKSGIVING DAY
4TH FRIDAY IN NOVEMBERDAY FOLLOWING THANKSGIVING
DECEMBER 25CHRISTMAS DAY

Whenever a County holiday occurs on Saturday, the previous Friday will be observed.
Whenever a County holiday occurs on Sunday, the Monday following will be observed.

1.2 Site Conditions:

Contractor shall:

- A. Be responsible for obeying using department’s policies regarding use of parking spaces.
- B. Contractor will not be permitted to block roads, driveways or loading docks during business hours.
- C. Be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies and parts shall be neatly stored in a designated area near the work site in full compliance with current OSHA regulations.
- D. Erect appropriate barricades and signs to safely route pedestrian traffic around job site.
- E. Be responsible for providing their own toilet facilities and fresh drinking water at remote sites where such facilities are not available.
- F. Be responsible for daily removal of mud and debris from paved driveways, sidewalks, parking lots and public roads as work progresses.
- G. Also repair any landscaping damaged by his employees, Contractors or sub-Contractors during the life of the project.

Note: Remote sites have no power or water available along fence lines.

1.3 Materials, Services and/or Equipment Furnished By County:

Items and services which are to be furnished by the County will be provided on a timely basis, where possible, so as not to delay work.

- a. Work shall not commence until Contractor has received these items and services.

1.4 Standards, Permits and Licenses:

Contractor shall:

- A. Be responsible for obtaining and providing all permits or licenses required by the Federal Government, State of Georgia, and/or DeKalb County to perform work under these specifications.

- B. Have a minimum of five (5) years' experience in the design and installation of security fences to be considered for this contract.
- C. Furnish three (3) references and proof of competency from past jobs.
- D. Have an established business facility with a labor force sufficient to satisfactorily perform the required work to completion.
- E. Bidders not meeting these requirements will be rejected.

1.5 On-Site Pre-Bid Inspection and Post-Bid Site Inspections:

- A. Bidders shall review Section 6.0 on page 29 for a specific on-site pre-bid inspection requirement for certain Department of Watershed Management facility gates.
- B. Upon receipt of a formal Purchase Order, Contractor shall perform a site inspection of the proposed job-site prior to beginning any work.
- C. Bidders shall familiarize themselves with the proposed location for new or replacement fences, and other details which may affect any work to be performed.
- D. Using departments will contact the Contractor and schedule site visits.
- E. Drawings and site plans supplied by the County are assumed to be accurate; however, the Contractor shall be responsible for field checking all measurements and locations, before proceeding with any work.
- F. The successful Contractor shall, upon notification by the using department, participate in a pre-construction meeting for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project.
- G. No work shall begin on the project until after the pre-construction meeting is held.

1.6 Materials, Services and/or Equipment Furnished by Contractor and Product Information:

- A. Contractor shall not substitute equipment with regards to manufacturer, if so specified. When upgrading existing systems, equipment furnished must achieve fit and function with equipment left in place.
 - 1. All items furnished by Contractor shall have a manufacturer's specifications data sheet provided upon request.
- B. Each electrical item shall be UL listed as to its function. Otherwise, the item shall not be used. In repairs where Contractor furnishes repair services and materials only, and not new equipment or structures.
- C. Contractor shall renovate existing structures to provide DeKalb County with a serviceable system upon completion of the contract.

D. Contractor shall be responsible for their own equipment.

1.7 Maintenance of Supplied Operating Equipment:

A. Contractor shall be responsible for the maintenance of new operating equipment furnished and installed by Contractor until the final acceptance of the project by the County.

B. Maintenance records and schedules shall be kept by Contractor and submitted to the County upon final acceptance of the project.

2.0 BASIC ELECTRICAL REQUIREMENTS:

2.1 Codes and Standards:

A. All work shall comply with the 1999 National Electrical Code (NEC) and applicable State and DeKalb County codes.

B. National Electrical Manufacturers Association (NEMA) Standards ICS 2-322.08 will be used to define Motor Control Center classes and NEMA Standard ICS 2-322.10 shall define Motor Control Center wiring types.

C. NEMA Standards shall be used in preference to IEC Standards.

D. Maintenance inspections and equipment acceptance shall comply with National Electrical Testing Association (NETA) Standards.

2.2 Raceways and Panel Boxes:

A. Raceways shall be rigid metal conduit and fittings unless otherwise specified.

B. Flexible non-metallic conduit may be used where permitted by the 1996 NEC.

C. Panduit or equal cableway shall be used inside control panels.

D. Panel boxes shall conform to applicable NEC standards with regards to type and location.

E. Enclosures in underground stations or below grade in basements and subject to flooding, shall be NEMA 4 or NEMA 4X. Contractor shall use conduit hubs to attach conduit to NEMA 4-4X enclosures.

2.3 Project Coordination:

Contractor shall be responsible for arranging and coordinating any required work with DeKalb County and Georgia Power Company to disconnect and restore power to the job-site, should the need arise.

2.4 Safety Disconnects:

- A. Contractor shall furnish a means of disconnecting power to any device or apparatus independent of any circuit breaker where required by Code.
 - 1. Such safety disconnect shall be lockable for any 3-phase system or any system exceeding 120 volts.
- B. Switches for single-phase 120-volt systems shall be industrial grade with replaceable contact blocks and selector or maintained operators as approved by the County, and installed in an industrial grade enclosure of NEMA 3R, 4 or 12 as required.
- C. Safety switches shall be installed in accordance with NEC and OSHA guidelines.

2.5 Component Testing:**Contractor shall:**

- A. Test all components and systems upon completion of the installation, and correct any deficiencies found. Acceptance testing standards for equipment and installation will be applicable to 1991 NETA.
 - 1. Contractor shall leave all components and systems in safe, perfect working order.
- B. Contractor shall test all circuits by energizing for at least 30 minutes and test all controls by operating each no fewer than five (5) times.
- C. Contractor shall test all *bolted* connections by torque wrench as recommended by manufacturer.
 - 1. Contractor shall physically check all screws for proper tightness.
- D. All bracing shall be put in place and properly secured.
- E. All panel covers, junction box covers, and conduit body covers shall be put in place and secured.

2.6 Circuit Identification:**Contractor shall:**

- A. Label all wiring at both ends and at terminal boards.
- B. Label any devices installed or left in use.
- C. Ensure that wire markers are permanent.
 - 1. Vinyl or cloth tape numbers are unacceptable.
 - 2. Motor leads and phase conductors may be marked with colored vinyl tape.

- D. Provide comprehensive as-built drawings showing both new work and how it interfaces with any existing wiring.

2.7 Abandoned Wiring:

- A. Contractor shall disconnect and remove old conductors from abandoned raceways.

- 1. Old abandoned conduit in floor shall be cut level with floor and sealed after removal of cables and conductors.

2.8 Documentation:

Contractor shall furnish three (3) as-built drawings of system electrical wiring and OEM (Original Equipment Manufacturer) manuals before the County can accept work.

3.0 SITE WORK AND CONCRETE WORK:

3.1 New Concrete for Posts:

New concrete will have a smooth finish and shall be free of cracks and voids. A commercial grade concrete with a minimum 28-day 3000 psi compressive strength will be used. Post hole depth shall be per fence manufacturer's requirements.

3.2 Site Plans:

- A. A Georgia 811 utility locate permit is required where public utilities are present. The permit shall remain current during all phases of fence construction.
- B. Site plans furnished by the County are assumed to be accurate; however, the Contractor shall be responsible for immediately repairing any buried utilities damaged during excavation.

4.0 LANDSCAPING:

4.1 Grass:

- A. Contractor shall maintain existing contours in the work area.
- B. All disturbed areas shall be graded, smoothed and seeded with Department Preferred, or approved equal, at 250 pounds per acre.
 - 1. Initial fertilizing and straw shall be included.
- C. Contractor shall replace any bushes, flowers or trees damaged with like kind.

5.0 **CHAIN LINK FENCES AND GATES:**

5.1 **General:**

- A. Contractor shall remove damaged fence sections and replace with new fabric, gates, and posts, topped with three strands of barbed wire or install new fence along designated locations.
- B. Contractor shall furnish chain link fence as complete units produced by a single manufacturer, including all necessary accessories, fittings, and fasteners required for erection.
- C. Materials and installation work shall conform to original equipment manufacturer's standards. Contractor shall submit drawings including layout and details of construction, height, location and sizes of posts, rails, braces, gates, and anchorages.
- D. Contractor will be permitted to store materials on site with the understanding that the County assumes no liability for materials stolen from the property.

5.2 **Materials:**

A. Standard Materials:

- A. Contractor shall provide and use manufacturer's standard hardware and accessories.
- B. Chain link fabric shall be galvanized one-piece width, full height matching existing adjacent fence sections, and shall have two (2") inch mesh openings, made from not less than nine (9) gauge, 3/4" pattern, double knuckle.
- C. Top and bottom selvages to be knuckled, fence framework shall be manufacturer's standard roll-formed shapes or round pipe. Terminal posts shall be 3" in diameter.
- D. Pipe shall be schedule forty (40) wall thickness.
 - a. All pipe used in the framework shall be galvanized coated with zinc inside and outside by the hot-dip process and shall not be less than 1.8 ounces per square foot of total coated surfaces.
- E. The zinc used for coating shall conform to American Standard Testing Methods (ASTM) specification B64.

B. Plastic Coated Materials

Upon request for plastic coated fabric, fence wire gauge shall be 9 gauge minimum and the coated with PVC in a color of the County's choosing, usually black, brown or green. Material shall conform to ASTM F-668 specifications for Class 2a and 2b PVC coating. Class 2a is PVC coating extruded and bonded over zinc-coated steel wire. Class 2b is PVC coating fused and adhered to zinc-coated steel wire. Framework, gates and fittings shall be coated in accordance with ASTM F1234-93. Line posts, fittings, end posts, brace rails, top rails, and gate

frames shall be coated with zinc prior to the application of any plastic coating. Coating shall be minimum of ten (10) mil PVC polymer. Posts shall be PVC polymer covering schedule 40 pipe.

5.3 Installation:

- A. Contractor shall install chain link fence system in accordance with manufacturer's instructions.
- B. Contractor shall provide a rigid, plumb, finished fence structure with fabric tight and in tension of the fence height.
- C. Gatepost shall be set to the depth recommended by the gate manufacturer for the specific gate installed. Gate, end, corner, pull and line posts shall be set in a commercial grade concrete with a minimum 28-day, 3000 psi compressive strength.
- D. Contractor shall place foundation concrete and tamp for consolidation. Each post shall be aligned both vertically and laterally. Posts shall be held in position during concrete placement and finishing operation.
- E. Contractor shall trowel finish footing tops and slope to divert water away from posts. Keeps, stops, and other accessories shall be set into concrete as required.
- F. Top rails shall be installed continuously through post caps. Rails shall be not less than 1-5/8" diameter. Contractor shall provide center rails for fencing. Brace assemblies shall be installed where required. Tension wires shall be installed and tied to each post with wire ties or clips before stretching the fence fabric. Tension wire shall be seven (7) gauge.
- G. Contractor shall stretch fabric tight between terminal posts and install on security side of fence and anchor securely to framework. Bottom of fabric to be uniformly positioned a maximum of 1/2 inch above ground level at each post. Fabric to be cut to form continuous piece between terminal posts. Fabric to be pulled taut and clipped or tied to posts, top rail, and bottom tension wire. Fabric shall be anchored to framework so that it remains in tension after the pulling force is released.
- H. Tie wires shall be bent to minimize hazards to persons. Bolt threads shall be panned to prevent removal of nuts.
- I. Contractor shall install gates plumb, level and secure for full opening without interference. Hardware shall be adjusted for smooth operation and hinges and operating mechanisms shall be lubricated as required. Manual gates shall be lockable.
- J. Contractor is responsible for clearing/removing all debris, all trash, old concrete, old fence and any solid waste generated which would interfere with the proper installation and/or repair of the fencing in the required location. It shall be removed a minimum width of 2 feet on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

6.0 MOTORIZED GATES AT DEPARTMENT OF WATERSHED MANAGEMENT:**6.0 General:**

A. DeKalb County operates the following types of motorized gates and gate operators:

Gates

1. Link Controls, Model GSL-100-23-B2
2. Stanley/Vemco, Model SJGFT

Gate Operators

1. Door King Model No. 9150-084 with chain drive and remote push button station.
2. Door King Model No. 9150-088 with belt drive and remote push button station.
3. Door King Model No. 9150-088, with chain drive and remotes.
4. Door King Model No. 9450, 460 volts, with chain drive.
5. Stanley, industrial, Automatic Model 550, to include the two (2) Key Stands and Switches.
6. John Green Model No. CSWC-5Z, to include the two (2) Keyless Entry Stands with AK-1 Entry Pads.
7. Linear Osco Controller, Model GSLG-A-143
8. Allometric Controller, Model SL150DC1

B. Service Locations and Contacts:

Garry Kinnemore (770) 391-6069 or Jeff Winters (770) 391-6061 for the Scott Candler Filter Plant, 4830 Winters Chapel Road, Doraville, GA 30360. Contractor shall service and repair three (3) motorized gate operators located on the Scott Candler Filter Plant property and one (1) motorized gate located on Holcomb Bridge Road. One large gate with a Linear Osco Controller: Model # GSLG-A-143 and two smaller gates with the identical controllers: Stanley/Vemco Model SJGFT-523. On Holcomb Bridge Road there is one large gate with an Allometric Controller, Model SL150DC1.

Colin Decker (770) 414-2161 or Joseph Spears (770) 414-2163, for the Pole Bridge Creek Plant, 4664 Flat Bridge Road, Lithonia, GA 30038 Contractor shall service, and repair two (2) motorized gate operators located at the Pole Bridge Creek facility. They are Door King Model 9150-088 with remotes and Door King Model 9150-084 with remote push button.

Carey Davis (770) 808-2923 or Corey Wilson (770) 808-2914, for the Snapfinger Creek Plant, 4124 Flakes Mill Road, Decatur, GA 30034. Contractor shall service and repair three (3) motorized gate operators. They are Door King Models 9150-088, 9150-084 and 1602-080.

Jerel Greene (770) 621-3532, for 1580 Roadhaven, Stone Mountain, GA 30083. Contractor shall service and repair three (3) motorized gate operators. They are Door King Model 9150 series.

6.1 Motor:

Should Contractor need to replace a motor during the course of repairing the operator mechanism, then the replacement motor shall be premium efficiency totally enclosed fan cooled (TEFC) with high starting torque and continuous duty rating.

6.2 Controls:

Contractor shall test gate operation both locally and remotely at least three (3) times after completion of repairs. Contractor shall document any wiring changes made on all As-Builts. If extensive changes have been made, then Contractor shall furnish three (3) sets of new As-Builts prior to acceptance by the County. In the event that extensive repairs are required to the control system, the following features shall be retained:

- A. The motor shall be protected from overloading by thermal or current sensing overload devices.
- B. Motor starting and control shall be by across-the-line, mechanically interlocked reversing contactor.
- C. An enclosed on/off power switch shall be provided for convenience in servicing the gate.
- D. A left/right-reversing switch shall be provided to allow the operator to be used for both right-hand and left-hand sliding gates without additional modifications.
- E. The control circuit shall be 24 VAC with pre-wired terminal strip for field connection of loop controls, remote controls, three-button station with open override.
- F. A delay on reverse circuit shall provide a 1.5 second delay whenever the motor is reversed to reduce shock loading the operator and gate.
- G. A local access switch located on security side and accessible from vehicle entering the drive, shall be retained to permit entry through the gate by authorized employees.
- H. A remote gate push-button station located in the Central Control Room at the Filter Plant besides existing video monitors shall be retained.

6.3 Existing System Electrical Features:

- NEMA size 0 across-the-line magnetic reversing starter
- High starting torque, continuous duty TEFC industrial motor
- Two-way intercom
- Maximum run timer
- Override and reverse, standard
- Accept two loop detectors
- ON / OFF power switch
- Key activated switch outside the gate

- Remote push-button station for Central Control Room
- LEFT / RIGHT reversing switch
- NEMA 1 control station
- 24 VAC control circuit
- UL listed

6.4 Existing System Mechanical Features:

- Oil bath submerged worm gear reducer
- Rigid steel structure with 7- gauge steel legs
- Heavy duty adjustable torque limiter
- Caliper type solenoid brake
- Baked on enamel finish
- Fully adjustable driven limit switches
- Lockable weatherproof steel cover
- Disconnect for emergency manual operation
- No. 50 roller chain drive
- Approximate gate speed to be 11” per second

6.5 Basic Service:

- A. Contractor shall perform the following basic service whenever repairs are made on the gate operator or upon demand by the County on a semi-annual basis (January and July).
- B. A completed form should be emailed to department within 48 hours of inspection.

Equipment Item	Tasks
Drive Chain	Check for excessive slack; adjust as required.
Brake	Check and adjust as required per manufacturer’s recommendations.
Sprockets & Sheaves	Check alignment and set screw tightness. Adjust as required.
All Chains	Lubricate per manufacturer’s recommendations.
Clutch	Check and adjust as required.
Belts	Check condition and tension. Correct as required.
Manual Disconnect	Test and operate.
Frame Bolts	Check and tighten as required.
Total Unit	Inspect for wear and damage.
Gate	Operate and inspect for wear and damage.
Electrical	Inspect wire connections.

- C. Repair parts for Link Controls, Model GSL-100-23-B2 and Stanley/Vemco Model SJGFT shall be replaced with new:
1. Fence rollers
 2. Sprockets
 3. Drive Chains
- D. New Loop Detectors shall be installed up to fifty (50') from the Link Controls, Model GSL-100-23-B2 and Stanley/Vemco Model SJGFT motorized gates.

7.0 SEMINOLE ROAD LANDFILL REQUIREMENTS

The vendor shall:

- A. Provide a 4X4 or an all-terrain vehicle to access all areas of the landfill to install, remove, or repair the fence. The landfill will not provide any assistance.
- B. Comply with all speed limits as outlined on the landfill property.
- C. Give the landfill representative 24 hour notice prior to starting any fence project.
- D. Install a post in concrete.
- E. Remove any existing fence.
- F. Conduct all clearing (natural barrier) areas for installation access.

8.0 WARRANTY:

All equipment must be under warranty, including all parts, labor and workmanship, for at least one (1) year against manufacturing defects, defective materials and/or workmanship, effective from final acceptance date by DeKalb County.

9.0 DISAGREEMENTS:

Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the specifications, or any point concerning the character, acceptability and nature of the several kinds of work, any materials and construction thereof, the decisions of the using departments' director or his designated County project inspector shall be final and conclusive and binding upon all parties to the contract. Payment will be made after completion of all work under the assigned project and final acceptance by DeKalb County.

10.0 QUALITY:

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the County with the understanding that all replacements shall carry the same guarantee as the

original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the County.

11.0 PRICING

Bidders shall submit all-inclusive linear foot (LF) pricing for comprehensive parts, installation, and repair on the Bid Schedule in accordance with the Minimum Specifications on pages 21-33 and the Fence and Gate Types on the Price Schedule (pages 34-41).

END OF MINIMUM SPECIFICATIONS

PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, AND PRICING SHALL NOT APPEAR ANYWHERE ELSE IN THE BID PACKAGE, OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD

PRICE SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
1.	Wooden fence, 6-foot high Pressure treated–cedar tone	2000	LF	\$ _____	\$ _____
2.	Wooden single gate, 6-foot high Pressure treated – cedar tone	60	Each	\$ _____	\$ _____
3.	Wooden double gate, 6-foot high Pressure treated – cedar tone	60	Each	\$ _____	\$ _____
4.	Wooden fence, 8-foot high Pressure treated – cedar tone	750	LF	\$ _____	\$ _____
5.	Wooden, single gate, 8-foot high Pressure treated – cedar tone	25	Each	\$ _____	\$ _____
6.	Wooden, double gate, 8-foot high Pressure treated – cedar tone	25	Each	\$ _____	\$ _____
7.	Fence, installed, six feet (6') high security, complete with top rails and three strands of barbed wire	3000	LF	\$ _____	\$ _____
8.	Double Gate, installed, six feet (6') high, fourteen feet (14') wide, non-motorized, including posts and three strands of barbed wire	40	Each	\$ _____	\$ _____
9.	Double Gate, installed, six feet (6') high, eighteen feet (18') wide, non-motorized, including posts and three strands of barbed wire	30	Each	\$ _____	\$ _____
10.	Fence, installed, six feet (6') high, plain chain link	2000	LF	\$ _____	\$ _____
11.	Fence, installed, eight feet (8') high, plain chain link	1400	LF	\$ _____	\$ _____
12.	Single gate, six feet (6') high, plain chain link	40	Each	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
13.	Double gate, six feet (6') high, plain chain link	150	Each	\$ _____	\$ _____
14.	Single Gate, eight feet (8') high, plain chain link	40	Each	\$ _____	\$ _____
15.	Double gate, eight feet (8') high, plain chain link	45	Each	\$ _____	\$ _____
16.	Double Gate, installed, six feet (6') high, twenty feet (22') wide, non-motorized, including posts and three strands of barbed wire	45	Each	\$ _____	\$ _____
17.	Fence repair, six feet (6') high, all fence types (wood and chain link)	2200	F	\$ _____	\$ _____
18.	Fence, installed, eight feet (8') high security, complete with posts, top rails and three strands of barbed wire	1700	LF	\$ _____	\$ _____
19.	Double Gate, installed, eight feet (8') high, fourteen feet (14') wide, non-motorized, including posts and three strands of barbed wire.	30	LF	\$ _____	\$ _____
20.	Double Gate, installed, eight feet (8') high, eighteen feet (18") wide, non-motorized, including posts and three strands of barbed wire	40	Each	\$ _____	\$ _____
21.	Double Gate, installed, eight feet (8') high, twenty feet (20') wide, non-motorized, including posts and three strands of barbed wire	30	Each	\$ _____	\$ _____
22.	Double Gate, installed, eight feet (8') high, twenty two feet (22') wide, non-motorized, including posts and three strands of barbed wire	30	LF	\$ _____	\$ _____
23.	Double Gate, installed, eight feet (8') high, thirty feet (30') wide, non-motorized, including posts and three strands of barbed wire	30	Each	\$ _____	\$ _____
24.	Single Gate, installed, eight feet (8') high, four feet (4') wide, non-motorized, including posts and three strands of barbed wire	60	Each	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
25.	Fence repairs eight feet (8') high, all fence types (wood and chain link)	5000	LF	\$ _____	\$ _____
26.	Fence, installed, ten feet (10') high security, complete with posts, top rails and three strands of barbed wire	750	LF	\$ _____	\$ _____
27.	Double Gate, installed, ten feet (10') high, fourteen feet (14') wide, non-motorized, including posts and three strands of barbed wire	60	Each	\$ _____	\$ _____
28.	Double Gate, installed, ten feet (10') high, eighteen feet (18') wide, non-motorized, including posts and three strands of barbed wire	60	Each	\$ _____	\$ _____
29.	Double Gate, installed, ten feet (10') high, twenty feet (20') wide, non-motorized, including posts and three strands of barbed wire	30	Each	\$ _____	\$ _____
30.	Double Gate, installed, ten feet (10') high twenty two feet (22') wide, non-motorized, including posts and three strands of barbed wire	30	Each	\$ _____	\$ _____
31.	Double Gate, installed, ten feet (10') high, thirty (30') wide, non-motorized, including posts and three strands of barbed wire	30	Each	\$ _____	\$ _____
32.	Single Gate, installed, ten feet (10') high, four feet (4') wide, non-motorized, including posts and three strands of barbed wire	60	Each	\$ _____	\$ _____
33.	Fence repair, ten feet (10') high, all fence types (wood and chain link)	2700	LF	\$ _____	\$ _____
34.	Fence, installed, twelve feet (12') high security, complete with posts, top rails and three strands of barbed wire	1700	LF	\$ _____	\$ _____
35.	Double Gate, installed, twelve feet (12') high, fourteen feet (14') wide, non-motorized, including posts with three strands of barbed wire	60	Each	\$ _____	\$ _____
36.	Double Gate, installed, twelve feet (12') high, eighteen feet (18') wide, non-motorized, including posts with three strands of barbed wire	60	Each	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
37.	Double Gate, installed, twelve feet (12') high, twenty feet (20') wide, non-motorized, including posts and three strands of barbed wire	60	Each	\$ _____	\$ _____
38.	Double Gate, installed, twelve feet (12') high, twenty-two feet (22') wide, non-motorized, including posts with three strands of barbed wire	30	Each	\$ _____	\$ _____
39.	Double Gate, installed, twelve feet (12') high, thirty (30') wide, non-motorized, including posts with three strands of barbed wire	30	Each	\$ _____	\$ _____
40.	Single Gate, installed, twelve feet (12') high, four feet (4') wide, non-motorized, including posts with three strands of barbed wire	60	Each	\$ _____	\$ _____
41.	Fence repairs, twelve feet (12') high, all fence types (wood and chain link)	1500	LF	\$ _____	\$ _____
42.	Fence, plastic covered, installed, six feet (6') high security, complete with plastic coated posts, plastic coated top rails, and three strands of barbed wire	1500	LF	\$ _____	\$ _____
43.	Double Gate, plastic covered, installed, six feet (6') high, fourteen feet (14') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	15	Each	\$ _____	\$ _____
44.	Double Gate, plastic covered, installed, six feet (6') high, eighteen feet (18') wide, non-motorized, including plastic coated posts and rails, with plastic coated posts and rails, with three strands of barbed wire	30	Each	\$ _____	\$ _____
45.	Double Gate, plastic covered, installed, six feet (6') high, twenty feet (20') wide, non-motorized, including plastic coated posts and rails, with plastic coated posts and rails, with three strands of barbed wire	45	Each	\$ _____	\$ _____
46.	Double Gate, plastic covered, installed, six feet (6') high, twenty-two (22') wide, non-motorized, including plastic coated posts and rails, with plastic coated posts and rails, with three strands of barbed wire	30	Each	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
47.	Double Gate, plastic covered, installed, six feet (6') high, thirty feet (30') wide, non-motorized, including plastic coated posts and rails, with plastic coated posts and rails, with three strands of barbed wire	30	Each	\$ _____	\$ _____
48.	Single Gate, plastic coated, installed, six feet (6') high, four feet (4') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	30	Each	\$ _____	\$ _____
49.	Fence repairs six feet (6') high, plastic coated	750	LF	\$ _____	\$ _____
50.	Fence, plastic covered, installed, eight feet (8') high security, complete with plastic coated posts, plastic coated top rails, and three strands of barbed wire	3000	LF	\$ _____	\$ _____
51.	Double Gate, plastic covered, installed, eight feet (8') high, fourteen feet (14') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	30	Each	\$ _____	\$ _____
52.	Double Gate, plastic covered, installed, eight feet (8') high, eighteen feet (18') wide, non-motorized, including plastic coated posts and rails, with plastic covered metal mesh, and with three strands of barbed wire	15	Each	\$ _____	\$ _____
53.	Double Gate, plastic covered, installed, eight feet (8') high, twenty feet (20') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	15	Each	\$ _____	\$ _____
54.	Double Gate, plastic covered, installed, eight feet (8') high, twenty-two feet (22') wide, non-motorized, including plastic coated posts and rails, with plastic covered metal mesh, and with three strands of barbed wire	45	Each	\$ _____	\$ _____
55.	Double Gate, plastic covered, installed, eight feet (8') high, thirty feet (30') wide, non-motorized, including plastic coated posts and rails and plastic covered wire mesh, with three strands of barbed wire	45	Each	\$ _____	\$ _____
56.	Single Gate, plastic coated, installed, eight feet (8') high, four feet (4') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	20	Each	\$ _____	\$ _____
57.	Fence repairs eight feet (8') high, plastic coated	500	LF	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
58.	Fence, plastic covered, installed, ten feet (10') high security, complete with plastic coated posts, plastic coated top rails, and three strands of barbed wire	1700	LF	\$ _____	\$ _____
59.	Double Gate, plastic covered, installed, ten feet (10') high, fourteen feet (14') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	45	Each	\$ _____	\$ _____
60.	Double Gate, plastic covered, installed, ten feet (10') high, eighteen feet (18') wide, non-motorized, including plastic coated posts and rails, with plastic covered metal mesh, and with three strands of barbed wire	45	Each	\$ _____	\$ _____
61.	Double Gate, plastic covered, installed, ten feet (10') high, twenty feet (20') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	30	Each	\$ _____	\$ _____
62.	Double Gate, plastic covered, installed, ten feet (10') high, twenty-two feet (22') wide, non-motorized, including plastic coated posts and rails, with plastic covered metal mesh, and with three strands of barbed wire	45	Each	\$ _____	\$ _____
63.	Double Gate, plastic covered, installed, ten feet (10') high, thirty feet (30') wide, non-motorized, including plastic coated posts and rails and plastic covered wire mesh, with three strands of barbed wire	30	Each	\$ _____	\$ _____
64.	Single Gate, plastic coated, installed, ten feet (10') high, four feet (4') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	45	Each	\$ _____	\$ _____
65.	Fence, plastic covered, installed, twelve feet (12') high security, complete with plastic coated posts, plastic coated top rails, and three strands of barbed wire	1500	LF	\$ _____	\$ _____
66.	Double Gate, plastic covered, installed, twelve feet (12') high, fourteen feet (14') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	30	Each	\$ _____	\$ _____
67.	Double Gate, plastic covered, installed, twelve feet (12') high, eighteen feet (18') wide, non-motorized, including plastic coated posts and rails with plastic covered metal mesh, and with three strands of barbed wire.	30	Each	\$ _____	\$ _____
68.	Double Gate, plastic covered, installed, twelve feet (12') high, twenty feet (20') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	60	Each	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
69.	Double Gate, plastic covered, installed, twelve feet (12') high, twenty-two feet (22') wide, non-motorized, including plastic coated posts and rails, with plastic covered metal mesh, and with three strands of barbed wire	30	Each	\$ _____	\$ _____
70.	Double Gate, plastic covered, installed, twelve feet (12') high, thirty feet (30') wide, non-motorized, including plastic coated posts and rails and plastic covered wire mesh, with three strands of barbed wire	45	Each	\$ _____	\$ _____
71.	Single Gate, plastic coated, installed, twelve feet (12') high, four feet (4') wide, non-motorized, including plastic coated posts and rails, with three strands of barbed wire	20	Each	\$ _____	\$ _____
72.	Fence repair twelve feet (12') high plastic coated	100	LF	\$ _____	\$ _____
73.	Remove and Replace (with new) fence rollers (for item no. 74)	125	Each	\$ _____	\$ _____
74.	Basic Service for motorized gate, Link Controls Model GSL-100-23-B2, in accordance with Specifications and Section 6.06.	50	Each	\$ _____	\$ _____
75.	Remove and Replace (with new) sprockets (for item no. 74).	75	Each	\$ _____	\$ _____
76.	Remove and Replace (with new) drive chain (for item no. 74).	45	Each	\$ _____	\$ _____
77.	Install new Loop Detector up to 50' from a gate (for item no. 74).	60	Each	\$ _____	\$ _____
78.	Basic Service for Stanley/Vemco Model SJGFT motorized gate, in accordance with Specifications and Section 6.06.	50	Each	\$ _____	\$ _____
79.	Remove and replace (with new) fence rollers (for item no. 78).	55	Each	\$ _____	\$ _____
80.	Remove and replace (with new) sprockets (for item no. 78).	75	Each	\$ _____	\$ _____
81.	Remove and replace (with new) drive chain (for item no. 78).	60	Each	\$ _____	\$ _____
82.	Install New Loop Detector up to 50' from a gate (for item no. 78).	55	Each	\$ _____	\$ _____
83.	Gate Operator, Door King Model No. 9150-088, with chain drive and remotes.	40	Each	\$ _____	\$ _____
84.	Gate Operator, Door King Model No. 9150-084 with chain drive and remote push button station.	40	Each	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
85.	Gate Operator, Door King Model No. 9150-088 with belt drive and remote push button station.	40	Each	\$ _____	\$ _____
86.	Gate Operator, industrial, Stanley Automatic Model No. 550, to include the two (2) Key Stands and Switches.	45	Each	\$ _____	\$ _____
87.	Gate Operator, John Green Model No. CSWC-5Z, to include the two (2) Keyless Entry Stands with AK-1 Entry Pads.	45	Each	\$ _____	\$ _____
88.	Gate Operator, Door King Model No. 9450, 460 volts, with chain drive	30	Each	\$ _____	\$ _____
89.	Gate Operator, Linear Osco Controller, model # GSLG-A-143	30	Each	\$ _____	\$ _____
90.	Gate Operator, Allometric Controller, Model Number SL150DC1.	30	Each	\$ _____	\$ _____
91.	Fence removal, all types and sizes	8000	LF	\$ _____	\$ _____
GRAND TOTAL (LINES 1-91)(for evaluative purposes only)				\$ _____	

END OF BID SCHEDULE

BID ACKNOWLEDGEMENT FORM

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

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
Business Entity Street Address	Authorized Signature
Business Entity City, State and Zip Code	Contact Person's Phone Number
Business Entity County	Contact Person's E-mail Address

- **Bidder acknowledges addendum(s): No. 1____, No. 2____, No. 3____ (If Applicable)**
- Bidder acknowledges that this bid is valid for ninety (120) days from _____(Initial) and including the actual bid opening date.
- Bidder acknowledges that bid meets or exceeds minimum specifications. _____(Initial)
Any deviation from minimum specifications must be explained, in detail, by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
 - No revisions _____(Initial)

OR

- There are revisions and they are included with the bid submittal _____(Initial)

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

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

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bid Page No.	Title	Check This Box If Included With Bid
1 - 33	ITB Document, including completion of the following: General Terms and Conditions, Sections: C. Delivery (pg. 9); E. Foreign Products (pg. 10); G. Warranty and/or Guaranty (pg.10) and FF. Cooperative Procurement (pg. 20)	
34 - 41	Price Schedule submitted in a Separate, Sealed Envelope and clearly labeled as “Price Schedule” *	
42	Bid Acknowledgement Form*	
43	Required Documents Checklist	
44	Contractor Reference and Release Form	
45	Subcontractor Reference and Release Form, if applicable	
47	Contractor Affidavit*	
48	Subcontractor Affidavit, if applicable**	
49 - 57	LSBE - Exhibits 1 and 2 of Attachment G*	
58	New Employee Tracking Form	
59	First Source Jobs Acknowledgement Form*	
-	Copy of current, valid business license	

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

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

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

Printed Name

Signature

ATTACHMENT B
CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT D**CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:**

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

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE**

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.]

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT G

**LSBE INFORMATION
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS 1 – 2**

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime

Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit 1".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit 1". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit 1." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

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

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

EXHIBIT 1

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

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

PRIME BIDDER/PROPOSER _____

SOLICITATION NUMBER – ITB 24-101670

TITLE OF UNIT OF WORK – Fence and Gate Repair (Three (3) Year Multiyear Contract)

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 LSBE-DeKalb LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of work that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit 2”.

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

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

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

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

Please attach additional pages, if necessary.

EXHIBIT 1, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

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

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

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

EXHIBIT 1, CONT'D

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

EXHIBIT 1, CONT'D**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION
OPPORTUNITY TRACKING FORM****Bidder/Proposer Statement of Compliance**

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

1. Non-Discrimination Policy

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

2. Commitment

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

EXHIBIT 1, CONT'D

Exhibit 1 and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit 1, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

EXHIBIT 2

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

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.

To: _____
(Name of Prime Contractor Firm)

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

ITB Number: 24-101670

Project Name: Fence and Gate Repair (Three (3) Year Multiyear Contract)

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

Description of Materials or Services	Project Commence Date	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No. _____

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

*DeKalb Workforce Development □ 774 Jordan Lane, Building #4, Decatur, GA 30033 □ (404) 687-3400 □ www.dekalbworkforce.org
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.*



BUSINESS SERVICE REQUEST FORM

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

DATE: _____ FEDERAL TAX ID: _____ WEBSITE: _____

COMPANY NAME: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT): _____

CONTACT NAME: _____ TITLE: _____

CONTACT PHONE: _____ CONTACT EMAIL ADDRESS: _____

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

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

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

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

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

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

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

CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY: _____

Please return form to: _____

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY

TYPE: First Source Direct Hire Work Experience (WEX) SYSTEM ENTRY DATE: _____

ASSIGNED TO: _____ DATE: _____

We are an EEO/M/F/D/V Employer/Program; and 100% Federally Funded by the U.S. Department of Labor. Auxiliary aids/services are available upon request to individuals with disabilities.

