



**DeKalb County  
Department of Purchasing and Contracting**

Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

**FEBRUARY 3, 2025**

**INVITATION TO BID (ITB) NO. 25-100067**

**FOR**

**LUBRICANTS (ANNUAL CONTRACT WITH 2 OPTIONS TO RENEW) DEKALB COUNTY, GEORGIA**

Procurement Agent: Tammy Shew  
Phone: (404) 687-2796  
Email: tgarmon@dekalbcountyga.gov  
Mandatory DeKalb First LSBE Meeting: February 5, 2025; or  
**(Bidders must attend 1 meeting on either of the February 12, 2025**  
**dates listed in person or via video conference.)** (Meetings are held at 10:00 a.m. and 2:00 p.m.)  
Video Conference: Utilize the link supplied on our webpage labeled “DeKalb First LSBE Video Meeting” or below:

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

Pre-Bid Conference: N/A  
Deadline for Submission of Questions: 5:00 P.M. ET, Wednesday, February 19, 2025  
Bid Opening: 3:00 P.M. ET, Wednesday, March 5, 2025  
**Zoom:** <https://dekalbcountyga.zoom.us/j/83220729019>

Price Schedule Opening: 3 – 5 Business days after Bid Opening

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

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.

**TABLE OF CONTENTS**  
**FOR**  
**INVITATION TO BID NO. 25-100067**

**INVITATION TO BID OVERVIEW ..... 3**

**INVITATION TO BID PROCEDURES ..... 5**

**GENERAL TERMS AND CONDITIONS ..... 9**

**MINIMUM SPECIFICATIONS ..... 24**

**PRICE SCHEDULE (MUST BE IN SEPARATE SEALED ENVELOPE)..... 53**

**BID ACKNOWLEDGEMENT FORM ..... 66**

**REQUIRED DOCUMENTS CHECKLIST .....67**

**CONTRACTOR REFERENCE AND RELEASE FORM .....68**

**SUBCONTRACTOR REFERENCE AND RELEASE FORM.....69**

**CONTRACTOR AFFIDAVIT .....71**

**SUBCONTRACTOR AFFIDAVIT.....72**

**DEKALB FIRST LSBE INFORMATION W/ EXHIBITS A - B .....73**

**FIRST SOURCE JOBS ORDINANCE INFORMATION.....82**

## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB No. 25-100067 Lubricants (Annual Contract with 2 Options to Renew)** from responsible bidders.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	February 3, 2025
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	February 5, 2025; and February 12, 2025 <a href="https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program">https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program</a>
	(Meetings are held at 10:00 a.m. and 2:00 p.m.)
Deadline for Submission of Questions:	5:00 P.M. ET, February 19, 2025
Bid Opening:	3:00 P.M. ET, March 5, 2025 <a href="https://dekalbcountyga.zoom.us/j/82871923040">https://dekalbcountyga.zoom.us/j/82871923040</a>
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 90 days from and including the bid opening date.

#### **Sealed bids are to be addressed and delivered to:**

DeKalb County Department of Purchasing and Contracting  
Maloo Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor

Decatur, Georgia 30030, not later than **3:00 P.M. ET, Wednesday, March 5, 2025**

**\*\*\*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 (1) original bid package** (inclusive of the entire Invitation to Bid document and required documents with the exception of the price schedule) stamped “Original” and **two (2) flash drives each containing identical copies** of the bid package to the address listed above. **Do not include price on the flash drives.**

#### 2. CONTACT PERSON:

The contact person for this bid is **Tammy Shew, Senior Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at 404-687-2796 or via email at [tgarmon@dekalbcouniga.gov](mailto:tgarmon@dekalbcouniga.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 “Wednesday February 19, 2025.”**

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, [www.dekalbcountyga.gov/formalbids](http://www.dekalbcountyga.gov/formalbids). Bidder should regularly check the County’s website for addenda.

# INVITATION TO BID PROCEDURES

## 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 bid being deemed non-responsive.
3. Minimum specifications are intended to be open 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, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed 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 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. The bid opening time shall be strictly observed. 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. §13-10-91 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 <http://www.dekalbcountyga.gov/purchasing/>.

b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact a LSBE Program representative, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

14. First Source Jobs Information

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

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.dekalbworksource.org](http://www.dekalbworksource.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

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance

Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

18. Business License

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 Minimum 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.

**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. 25-100067 Lubricants" 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 intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. 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 transfer funds between contracts based on the needs of the department.
4. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.



5. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

## **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 bid; and the County's ITB.
- B. The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.
- C. Bidder extends to the County the option to renew the contract for two (2) additional one-year terms, under the same price(s), terms and conditions, and in accordance with Paragraph P, *Term*.
- D. DELIVERY:**

Delivery is required within   2   business day(s) after receipt of order. However, alternate delivery time may be considered provided it is so stated. Do not use-words such as: "Immediate," "As soon as Possible," etc.; state the exact earliest date or the minimum number of calendar days required after receipt of order. (If calendar days are used then Saturday, Sunday and holidays are included).

Receipts: A legible invoice or delivery ticket with Purchase Order Number must accompany delivery, and shipper must obtain properly signed receipt or DeKalb County will have no obligation to pay.

---

(Bidder state number of days for delivery)

All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 A.M. and 2:30 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

Items listed are chiefly for the DeKalb County Department of Public Works, Divisions of Sanitation and Fleet Management; and also the Department of Watershed Management. Some Items may be used by more than one of these Divisions.

### **Chief F.O.B. Delivery locations as follows:**

#### Sanitation Division:

DeKalb County Transfer Station, 4400 Memorial Drive Complex, Decatur, Georgia  
 Buford Highway Pulverizing Plant, 4600 Block Buford Highway, Chamblee, Georgia  
 Exchange Park Pulverizing Plant, 3592 Flat Shoals Road, Decatur, Georgia

Fleet Management Division:

5350 Memorial Drive, Stone Mountain, GA 30083, ATTN: Robert Gordon (404)-297-3280.

Other possible locations in DeKalb County, as ordered.

Department of Watershed Management:

Scott Candler Filter Plant, 4830 Winters Chapel Road, Doraville, Georgia  
 Snapfinger WPC Plant, 4124 Flakes Mill Road, Decatur, Georgia

and such other locations as shall be given the successful vendor.

**BULK DELIVERY ADDRESSES WITH TANK SIZES**

<b><u>Fleet Management Division</u></b>	<b><u>Tank Size</u></b>
<b><u>A - Shop</u></b>	
<b><u>5350 Memorial Drive</u></b>	
<b><u>Stone Mountain, GA 30083</u></b>	
<b><u>5W30 Oil Tank</u></b>	<b><u>4,000 Gallons</u></b>
<b><u>15W40 Oil Tank</u></b>	<b><u>4,000 Gallons</u></b>
<b><u>DEXTRON III Tank</u></b>	<b><u>4,000 Gallons</u></b>
<b><u>Superior Universal Tractor Fluid</u></b>	<b><u>3,000 Gallons</u></b>
<b><u>AW46 Oil</u></b>	<b><u>3,000 Gallons</u></b>
<b><u>15W40 Duron XL GEO LD-CNG</u></b>	<b><u>3,000 Gallons</u></b>
<b><u>0W – 20 Supreme Synthetic</u></b>	<b><u>1,000 Gallons</u></b>
<b><u>DEF</u></b>	<b><u>500 Gallons</u></b>
<b><u>B – Shop</u></b>	
<b><u>3043 Warren Road</u></b>	
<b><u>Decatur, GA 30032</u></b>	
<b><u>15W40 OIL</u></b>	<b><u>1,000 Gallons</u></b>
<b><u>46AW TANK</u></b>	<b><u>1,000 Gallons</u></b>
<b><u>15W40 Duron XL GEO LD -CNG</u></b>	<b><u>500 Gallons</u></b>

<b><u>ROADS &amp; DRANAGE DIVISION</u></b>	
<b><u>729 Camp Circle</u></b>	
<b><u>Decatur, GA 30032</u></b>	
15W40 OIL TANK	<b><u>500 Gallons</u></b>
46AW TANK	<b><u>500 Gallons</u></b>
<b><u>DEF</u></b>	<b><u>660 Gallons</u></b>
<b><u>SANITATION DIVISON</u></b>	
<b><u>South Lot</u></b>	
<b><u>1753 Fairlake Road</u></b>	
<b><u>Decatur, GA 30034</u></b>	
15W40 OIL TANK	<b><u>570 Gallons</u></b>
46AW TANK	<b><u>570 Gallons</u></b>

<b><u>North Lot</u></b>	
<b><u>2315 Chamblee-Tucker Road</u></b>	
<b><u>Chamblee, GA 30341</u></b>	
15W40 OIL TANK	<b><u>570 Gallons</u></b>
46AW TANK	<b><u>570 Gallons</u></b>
<b><u>East Lot</u></b>	
<b><u>1750 Rogers Lake Road</u></b>	
<b><u>Lithonia, GA 30058</u></b>	
15W40 OIL TANK	<b><u>580 Gallons</u></b>
46AW TANK	<b><u>580 Gallons</u></b>
<b><u>BUFORD TRANSFER STATION</u></b>	
<b><u>4600 Buford Highway</u></b>	
<b><u>Chamblee, GA 30341</u></b>	
15W40 OIL TANK	<b><u>580 Gallons</u></b>
46AW TANK	<b><u>580 Gallons</u></b>
<b><u>SITE E LANDFILL</u></b>	
<b><u>4203 Clevemont Road</u></b>	
<b><u>Ellenwood, GA 30294</u></b>	
15W40 OIL TANK	<b><u>500 Gallons</u></b>
46AW TANK	<b><u>500 Gallons</u></b>
<b><u>Watershed Management</u></b>	
<b><u>1580 Roadhaven Drive</u></b>	
<b><u>Stone Mountain, GA 30088</u></b>	
<b><u>DEF</u></b>	<b><u>1000 Gallons</u></b>

**E. 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.

**F. 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:

---

**G. 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.

**H. CORRECTION OF WORK:**

The successful bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful bidder will bear all costs of correcting such rejected work.

**I. FAILURE TO PERFORM:**

If the contract terms and conditions are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source. Should the successful bidder fail to make repairs when ordered, in accordance with the General Terms and Conditions, the Minimum Specifications, and any other requirements contained herein; the County will have the right to procure services on the open market.

## **J. USUAL & CUSTOMARY RATES FOR SERVICE & REPAIR CONTRACTS:**

In Indefinite Quantity Contracts for maintenance, repair, and services where some items' total costs are not fixed, but are based upon time and materials only; then, DeKalb County reserves the right to verify that the Successful Bidder's prices are not in excess of usual and customary rates typically charged in the industry for the work requested. Should the County discover that the Successful Contractor is charging in excess of the usual and customary rates, then the County reserves the right to award such work outside the contract. In all such cases, Successful Bidder shall furnish the County with a not-to-exceed cost and completion time before beginning any work. At no time will Successful Bidder begin any work without prior approval from the Department or Division using the contract.

## **K. FAMILIARITY WITH THE WORK:**

Bidder acknowledges, by signing the bid documents, full understanding of the extent and nature of the work required and the conditions surrounding the performance.

L. In the performance of the contract, Contractor must comply with all relevant Federal, State, City, and County regulations and ordinances and must obtain all applicable Licenses and/or Permits.

## **M. 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.

## **N. 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.

## **O. 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.

## P. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

## Q. PRICING:

Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.

1. 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 I. as stated within the ITB.

2. Price Escalation Clause: **The vendor is to honor the awarded pricing a minimum of 12 months after awarded bid (the option to increase pricing within 3-4 months of the awarded bid will not be acceptable).** 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, 2<sup>nd</sup> Floor, Decatur, Georgia 30030.

3. 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:

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, 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

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.

#### **R. PAYMENT:**

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

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

2. Invoice(s) must be submitted as follows:

Vendor invoices:

##### **Accounts Payable**

DeKalb County Department of Finance  
1300 Commerce Drive, 3<sup>rd</sup> Floor

Decatur, GA 30030

[ap-fnach@dekalbcountyga.gov](mailto:ap-fnach@dekalbcountyga.gov)

A copy of the original invoice(s) must be submitted to the department requesting services.

##### **Fleet Maintenance**

Administrative Division

5350 Memorial Drive

Stone Mountain, GA 30083

[vhalls@dekalbcountyga.gov](mailto:vhalls@dekalbcountyga.gov)

For notices:

Chief Financial Officer

DeKalb County Department of Finance

1300 Commerce Drive, 6<sup>th</sup> Floor, Decatur, GA 30030

- a. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalblsbe.info](http://www.dekalblsbe.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.dekalblsbe.info](http://www.dekalblsbe.info).
3. 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.
4. Robert Gordon, Deputy Director of Fleet Management Division, DeKalb County Public Works Department, or his delegated representative, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for DeKalb County.
5. If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation to Bid, bidder shall include in the bid a clear description of such proposed modifications and clearly mark any descriptive material to show the proposed modifications.

#### **S. 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.

#### **T. 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.

#### **U. 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.

**V. RIGHT TO AUDIT:**

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such 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.

**W. 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.

**X. 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.

**Y. 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.

## **Z. 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.

## AA. 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. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:  
**DeKalb County, Georgia**  
**Director of Purchasing & Contracting**  
**The Maloof Center, 2<sup>nd</sup> Floor**  
**1300 Commerce Drive**  
**Decatur, Georgia 30030**
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

**BB. 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.

**CC. 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.

**DD. 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.

**EE. 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.

**FF. 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.

**GG. 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.

**HH. 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  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> 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.

**II. 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.

**JJ. Cooperative Procurement**

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-

months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

# MINIMUM SPECIFICATIONS

## ITEMS NO. 1 THROUGH 20

- I. Items listed in title above are chiefly for DeKalb County Department of Public Works, Fleet Management Division; F.O.B. delivery locations as follows:
  - DeKalb County Public Works Department, Fleet Management Division  
5350 Memorial Drive  
Stone Mountain, Georgia 30083
  - DeKalb County Public Works Department, Fleet Management Division  
3043 Warren Road  
Decatur, Georgia 30032
- II. Bidder must have a proven research department and a local representative who will keep Fleet Management informed of the new developments in oil refining. Bidder must make available technical advice and counsel as needed during the life of the contract, without additional cost to DeKalb County.
- III. Used, recycled, or synthetic oil, fluid, and/or grease will **not** be acceptable, except as listed within numbered item descriptions.
- IV. Bidder state below or in separate letter included with this bid, the service offered regarding laboratory analysis report on oil and fluid samples that are sent by Fleet Management for wear and contamination analysis. Sample oil containers shall be furnished by successful bidder when requested. The oil samples will be provided as required by Fleet Management. Bidder shall include details of the kind of information the report will provide, the approximate time required for the product to be analyzed, and time frame the report will be submitted to Fleet Management.



**MINIMUM SPECIFICATIONS**  
**AUTOMATIC TRANSMISSION FLUID**  
**DEXRON IIIH/MERCON V**

	<u>MINIMUM REQUIREMENT</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
<b>I. SPECIFICATION</b>		
A. Base Stock	Paraffinic	_____
B. Gravity, °API, ASTM D 287	34.2	_____
C. Flash, °F	379	_____
D. Viscosity		
1. ASTM D 445, cSt @ 100°C	7.6	_____
2. ASTM D 2983, cP @ -20°C	1,300	_____
3. ASTM D 2983, cP @ -40°C	10,500	_____
E. Viscosity Index	200	_____
F. Pour Point, °F	-53	_____
G. Color	Red	_____
H. Four Ball Wear, mm, ASTM D-4172 1200rpm, 40 kg	0.38	_____
I. Oxidation Test, minutes, ASTM D-2272	1116	_____
<b>II. QUALITIES:</b>		
A. Superior cold temperature performance characteristics.		_____
B. Wide range of seal compatibility.		_____
C. Excellent wear protection.		_____
D. Superior frictional characteristics with excellent friction retention, and smooth shifting.		_____
E. Fortified against rust and corrosion.		_____
F. Excellent oxidation resistance.		_____
G. Meets requirements for foam protection.		_____
H. High temperature oxidation inhibitors.		_____
<b>III. TRANSMISSION FLUID LICENSING REQUIREMENTS:</b>		
A. GM: DEXRON II, DEXRON III DEXRON IIIH		_____
B. Ford: MERCON, MERCON V		_____
C. Allison: C-4		_____
D. Caterpillar: TO-2		_____
E. Chrysler: ATF +3, ATF +4		_____
F. ZF: TE-ML.14B		_____
G. Voith: G607, G1363		_____
H. Denson: HF-0		_____
I. USDA: H2		_____

**MINIMUM SPECIFICATIONS**  
**AUTOMATIC TRANSMISSION FLUID**  
**SYNTHETIC ATF**

	<u>MINIMUM REQUIREMENT</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
<b>I. SPECIFICATION:</b>		
A. Base Stock	SYNTHETIC	_____
B. Specific Gravity, 60°F ASTM D 1298	0.85	_____
C. Pounds/ Gallon	7.1	_____
D. Flash, °F	352	_____
E. Viscosity, ASTM D 445, cSt @ 100°C	7.3	_____
F. ASTM D 2983, cP @ -40°C	13,000	_____
G. Fire Point, °F	352	_____
<b>II. QUALITIES:</b>		
A. Superior cold temperature performance characteristics.		_____
B. Wide range of seal compatibility.		_____
C. Excellent wear protection.		_____
D. Superior frictional characteristics with excellent friction retention, and smooth shifting.		_____
E. Fortified against rust and corrosion.		_____
F. Excellent oxidation resistance.		_____
G. Meets requirements for foam protection.		_____
H. High temperature oxidation inhibitors.		_____
<b>III. TRANSMISSION FLUID LICENSING REQUIREMENTS:</b>		
A. GM: DEXRON II, DEXRON III, DEXRON IIIH		_____
B. Ford: MERCON, MERCON V, MERCON VI		_____
C. Allison: C-4		_____
D. Caterpillar: TO-2		_____
E. Chrysler: ATF +3, ATF +4		_____
F. ZF: TE-ML.14B		_____
G. Voith: G607, G1363		_____
H. Denson: HF-0		_____
I. USDA: H2		_____
J. Synthetic Global MV ATF		_____

**MINIMUM SPECIFICATIONS**  
**MOTOR OIL**  
**SAE GRADE 15W – 40 SL/CK-4**

<u>I. SPECIFICATION</u>	<u>MINIMUM REQUIREMENT</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
A. Base Stock	Paraffinic	_____
B. Gravity, °API, ASTM D 287	30.6	_____
C. Pounds per Gallon	7.269	_____
D. Flash, °F, ASTM D 92	400	_____
E. Viscosity		
1. ASTM D 445, cSt @ 40°C	120	_____
2. ASTM D 445, cSt @ 100°C	15.5	_____
3. CCS ASTM D 5293, cP @ -20°C	6600	_____
4. MRV ASTM D , cP @ -25°C	20,900	_____
F. MRV Yield Stress, ASTM D 4684, Pa	<35 at -25°C	_____
G. Viscosity Index	135	_____
H. Pour Point, °F, ASTM D 97	-40	_____
I. TBN, ASTM D 2896	10.1	_____
J. Sulfated Ash, ASTM D 874, %m	1.0 max	_____
K. NOACK volatility, % Loss, ASTM D 5800	11	_____
L. Color, ASTM D 1500	R7.5	_____

**MINIMUM SPECIFICATIONS**  
**HD 80W-90 HEAVY DUTY**  
**AUTOMOTIVE GEAR OIL**

I. SPECIFICATIONS, APPROVALS & RECOMMENDATIONS:

- A. API GL-4, GL-5
- B. API MT-1
- C. SAE J 2360
- D. Mack GO-H approved
- E. Mack GO-J approved
- F. Dana approved
- G. Meets MIL-L-2105D (obsolete)
- H. Meets Mil-PRF-2105E (obsolete)

BIDDER STATE  
YES/NO

II. TYPICAL PHYSICAL CHARACTERISTICS OF PROPERTIES:

			<u>Method</u>	<u>HD</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
A.	SAE Viscosity Grade			80W-90	_____
B.	Density @15c	Kg/m3	ASTM D1298	887.2	_____
C.	Color, ASTM		ASTM D1500	2.5	_____
D.	Pour Point	C	ASTM D97	-27	_____
E.	Flash Point (COC)	C	ASTM D92	218	_____
F.	Kinematic Viscosity	cSt	ASTM D445	139	_____
G.	Kinematic Viscosity	cSt	ASTM D445	14.8	_____
H.	Brookfield Viscosity	cP	ASTM D2983	136000	_____
I.	Channel Point	C		<-35	_____
J.	Viscosity Index		ASTM D2270	110	_____

**MINIMUM SPECIFICATIONS**  
**SYNTHETIC MULTIPURPOSE GEAR OIL/LUBRICANT, SAE**  
**75W-90, GL-5/MT-1**

	<u>MINIMUM REQUIREMENT</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
I. SPECIFICATION		
A. Base Stock	Synthetic	_____
B. Specific Gravity, 60°F	0.86	_____
C. Pounds per Gallon	7.16	_____
D. Flash, °F, ASTM D 92	390	_____
E. Viscosity, ASTM D 445, cSt @ 100°C	15	_____
F. Brookfield Viscosity, ASTM D 2983, cP @ -40°C	150,000	_____
G. Pour Point, °F, ASTM D 97	-38	_____
II. MANUFACTURERS APPROVALS		
A. API – GL-5 and MT-1		_____
B. Ford – WSS-M2C153-H		_____
C. Mack GO-H/S		_____

**MINIMUM SPECIFICATIONS**  
**CHASSIS LUBRICANT EP-2**

<u>MINIMUM REQUIREMENT</u>		<u>BIDDER STATE</u> <u>YES/NO</u>
<b>I. SPECIFICATION</b>		
A. NLGI Grade	EP 2	_____
B. Soap	Lithium Complex	_____
C. Appearance	Tacky	_____
D. Color	Ruby Red	_____
E. Dropping point °F, Min., ASTM D 566	500°F	_____
F. Penetration at 77°F , ASTM D 217 Worked 60 strokes	270	_____
G. Penetration at 77°F , ASTM D 217 100,000 strokes	302	_____
H. Copper Corrosion, rating, ASTM D 4048	1b Max.	_____
I. Timken OK Load, lbs. Min., ASTM D 2509	60	_____
J. Four Ball EP, Weld, Kgs, ASTM D 2596	400	_____
K. Four Ball EP, L W I, Kgs, ASTM D 2596	60	_____
L. Four Ball Scar – mm, ASTM D 2266	0.43	_____
M. Pumpability – gms/min		_____
1. @ 60°F	470	_____
2. @ 40°F	280	_____
3. @ 20°F	65	_____
4. @ 0°F	9	_____
N. Base Oil Viscosity		_____
1. ASTM D 445, cSt at 40°C	194	_____
2. ASTM D 445, cSt at 100°C	21	_____
3. ASTM D 2161, SUS at 100°F	900	_____
4. ASTM D 2161, SUS at 210°F	101	_____
O. Viscosity Index	125	_____
P. Hightemp life – hrs ASTM D 3527	100	_____
Q. Water Spray-Off ASTM D 4049	55	_____
R. Wheel Bearing Leakage, g ASTM D 4290	1.9	_____
S. Rust Protection, rating, max., ASTM D 1743	Pass	_____
T. Bomb Oxidation pressure drop @100 hr, psi D 942	Yes	_____
U. Oxidation Inhibitor		_____
V. Water Washout % Weight loss @ 175°F ASTM D1264	3.2	_____
<b>II. MANUFACTURERS APPROVALS</b>		
A. Chrysler MS-3701	Yes	_____
B. Cincinnati Milacron P-64/P-72	Yes	_____
C. Chassis Grease Category LB	Yes	_____
D. Wheel Bearing Grease Category GB	Yes	_____

**MINIMUM SPECIFICATIONS**  
**CHASSIS LUBRICANT MP-2**

MINIMUM REQUIREMENT

BIDDER STATE  
YES/NO

I. SPECIFICATION

A. NLGI Grade	MP 2	_____
B. Soap, Compatible with	Lithium	_____
C. Texture	Smooth	_____
D. Color	Gray	_____
E. Base Oil Type	Mineral	_____
F. Dropping point °F, Min., ASTM D 566	550°F	_____
G. Penetration at 77°F, ASTM D 217 Worked 60 strokes	275	_____
H. Penetration at 77°F, ASTM D 217 Worked 10,000 strokes	290	_____
I. Copper Corrosion, rating, ASTM D 4048	1b Max.*	_____
J. Timken OK Load, lbs. Min., ASTM D 2509	60	_____
K. Four Ball EP, Weld, Kgs, ASTM D 2596	315	_____
L. Four Ball EP, Load Wear index, Kgf, ASTM D 2596	58	_____
M. Water Resistance, % Loss, 175°F, ASTM D 1264	2.0	_____
N. Viscosity of Base Oil and Polymer		_____
1. cSt at 40°C	232	_____
2. cSt at 100°C	17.5	_____
O. Molybdenum Disulfide	3 %	_____
P. Rust Test ASTM D2266	Yes	_____

II. QUALITIES

A. Excellent Work Stability	Yes	_____
B. Oxidation and Rust Resistance	Yes	_____
C. Extreme Pressure and Anti-Wear Protection	Yes	_____

III. MANUFACTURERS APPROVALS

A. Cat MPGM		_____
-------------	--	-------

**MINIMUM SPECIFICATIONS**  
**HEAVY-DUTY TRANSMISSION OIL, SAE 10W CF**

	<u>MINIMUM REQUIREMENT</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
<b>I. SPECIFICATION</b>		
A. Base Stock	Paraffinic, high VI	_____
B. Gravity, °API, ASTM D 287	30	_____
C. Pounds per Gallon	7.39	_____
D. Flash, °F, ASTM D 92	445	_____
E. Viscosity		_____
1. ASTM D 445, cSt @ 40°C	43	_____
2. ASTM D 445, cSt @ 100°C	6	_____
3. ASTM D 2161, SUS at 100°F	222	_____
4. ASTM D 2161, SUS at 210°F	48	_____
F. Viscosity Index	95	_____
G. Pour Point, °F, ASTM D 97	-22	_____
H. Vickers 35VQ25		_____
<b>II. MANUFACTURERS APPROVALS</b>		
A. Allison C-4 & 3		_____
B. Caterpillar TO-4, CD/TO-2		_____
C. Komatsu Micro-clutch		_____
D. API CF, CF-2	(7530,7550)	_____
E. Dana transmissions		_____
F. Eaton transmissions		_____
G. ZF transmissions		_____
H. Twin Disc Clutches		_____



**MINIMUM SPECIFICATIONS**  
**UNIVERSAL TRACTOR FLUID**

	<u>MINIMUM REQUIREMENT</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
<b>I. SPECIFICATION</b>		
A. Base Stock	Paraffinic	_____
B. Gravity, °API, ASTM D 287	30	_____
C. Pounds per Gallon	7.3	_____
D. Flash, °F	425	_____
E. Viscosity		
1. ASTM D 2161, SUS at 100°F	292	_____
2. ASTM D 2161, SUS at 210°F	58	_____
3. ASTM D 445, cSt @ 40°C	57.2	_____
4. ASTM D 445, cSt @ 100°C	9.5	_____
5. ASTM D 2983, cP @ -20°C	5,500	_____
6. ASTM D 2983, cP @ -35°C	70,000	_____
F. Viscosity Index	143	_____
G. Pour Point, °F	-34	_____
H. Color, ASTM D 1500	3.0	_____
I. Foam Test, ASTM D 892	Pass	_____
<b>II. APPLICATIONS</b>		
A. Allis Chalmers: PF 821XL, & PF 821 Allis Chalmers 257541		_____
B. Allison: (ATD) C-4		_____
C. J.I.Case: MS-1207/ Hy Tran Plus, MS-1210/TCH, MS-1204/TFD, MS-1205/TFD-II Fluid, MS-1206/PTF Fluid JIC-145, JIC-185 & B-6/Hytran		_____
D. Caterpillar: TO-2		_____
E. John Deere: J20A, J20B, J20C, J20D Quatrol & Hy-GardJ14B		_____
F. Duetz-Allis: AC Power Fluid 821 XL		_____
G. Ford New Holland: M2C53A/B/C, M2C41B, M2C134-B/C/D, M2C86-B/C, MAT 3505		_____
H. International: B-5, B-6 (Hy-Tran)		_____
I. KOMATSU		_____
J. KUBOTA: Universal Transdraulic Fluid, UDT Fluid		_____
K. MF: M1110, M1127 A/B, M1129-A, M1135, M1141 (Permatran III)		_____
L. Mitsubishi		_____
<b>III. MANUFACTURERS APPROVALS</b>		
A. Denison: HF-1, HF-2		_____
B. Eaton Hydraulics		_____
C. Vickers I-286-S, M-2950-S, 35 VQ 25		_____
D. Volvo WB 101		_____
E. Sunstrand: Hydrostatic Transmission Fluid		_____
F. ZF TE-ML-03E		_____

**MINIMUM SPECIFICATIONS**  
**LOW TEMPERATURE HYDRAULIC FLUID ISO 68AW**

	<u>MINIMUM REQUIREMENT</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
<b>I. SPECIFICATION</b>		
A. Base Stock	Group II	_____
B. Gravity, °API, ASTM D 287	28.03	_____
C. Specific Gravity	0.8870	_____
D. Pounds per Gallon	7.39	_____
E. Flash, °F	437	_____
F. Viscosity		
1. ASTM D 2161, SUS at 100°F	341	_____
2. ASTM D 2161, SUS at 210°F	54	_____
3. ASTM D 445, cSt @ 40°C	67.7	_____
4. ASTM D 445, cSt @ 100°C	8.6	_____
G. Viscosity Index	95	_____
H. Pour Point, °F	-24	_____
I. Copper Corrosion, ASTM D 130	1b	_____
J. Rust Test, ASTM D 665B	Pass	_____
K. Color, ASTM D 1500	State	_____
L. Emulsion Test 130F D1401 separation 30m/max	2800	_____
M. Dielectric S kV*	38	_____
N. Water Separation, ASTM D 1401 oil-ml water-ml emulsion (mins.)	ml 40-40-0 (5)	_____
<b>II. APPLICATIONS</b>		
A. Hydraulic systems subject to a wide variation in ambient temperature		_____
B. Fire Trucks		_____
C. Fire Boats		_____
D. Airport Crash Trucks		_____
E. Mobil Hydraulic Equipment		_____
<b>III. MANUFACTURERS APPROVALS</b>		
A. Cincinnati Machine		_____
B. Denison: HF-0, T6H, T6C		_____
C. Vickers: M-2950-S, I-286-S, 35VQ25		_____

**MINIMUM SPECIFICATIONS**  
**HIGH TEMPERATURE HYDRAULIC FLUID ISO 46AW**

	<u>MINIMUM REQUIREMENT</u>	<u>BIDDER STATE</u> <u>YES/NO</u>
<b>I. SPECIFICATION</b>		
A. Base Stock	High IV Parafinic	_____
B. Gravity, °API, ASTM D 287	30	_____
C. Specific Gravity	0.8810	_____
D. Pounds per Gallon	7.34	_____
E. Flash, °F	417	_____
F. Viscosity		
1. ASTM D 2161, SUS at 100°F	230	_____
2. ASTM D 2161, SUS at 210°F	48.6	_____
3. ASTM D 445, cSt @ 40°C	46.2	_____
4. ASTM D 445, cSt @ 100°C	6.8	_____
G. Viscosity Index	98	_____
H. Pour Point, °F	-21	_____
I. Copper Corrosion, ASTM D 130	1b	_____
J. Rust Test, ASTM D 665B	Pass	_____
K. Color, ASTM D 1500	State	_____
L. Oxidation Test, Hrs. D 943	2800	_____
M. Water Separation, ASTM D 1401	ml 40-40-0 (5)	_____
oil-ml water-ml emulsion (mins.)		_____

<b>II. APPLICATIONS</b>		
A. Hydraulic systems subject to a wide variation in ambient temperature		_____
B. Fire Trucks		_____
C. Fire Boats		_____
D. Airport Crash Trucks		_____
E. Bucket Trucks		_____
F. Mobil Hydraulic Equipment		_____
G. Compactors		_____
H. Refuse Trucks		_____

<b>III. MANUFACTURERS APPROVALS</b>		
A. Cincinnati Milacron P-69 (6120) and P-70 (6110)		_____
B. Denison: HF-0, T6H, T6C		_____
C. Vickers: M-2950-S, I-286-S, 35VQ25		_____
D. USDA H2		_____
E. AFNOR 48-600		_____
F. DIN 51524 & 51525		_____

**MINIMUM SPECIFICATIONS**  
**GEAR COMPOUND GREASE**

**DESCRIPTION**

Multipurpose gear lubricants manufactured from High VI solvent extracted paraffinic base stocks with good thermal stability, extreme pressure protection, antiwear and demulsibility; with oxidation, rust, and corrosion control and foam inhibition. Recommended for all industrial enclosed gearing and wherever an AGMA extreme pressure lubricant is specified. Designed for misting systems. Contains effective sulfur-phosphorus extreme pressure additives.

EP Gear Compounds are approved by Cincinnati Milacron (CM) as follows:

ISO Grade	220	320
CM specification	P - 74	P - 59

**TYPICAL TEST DATA**

(These test data are average values):

<b>ISO GRADE</b>	<b>220</b>	<b>320</b>
AGMA Grade	5 EP	6 EP
Viscosity, Kinematic		
cSt at 40 °C	220	313
cSt at 100 °C	19.1	23.6
Viscosity, Seybolt		
SUS at 100 °F	1000	1600
SUS at 210°F	95	116
Viscosity Index	100	100
Flash Point, °C (°F)	207(405)	213 (415)
Pour Point, °C (°F)	-20(-5)	-9 (15)
Timken OK Load, lb.	70	70

**Typical Performance Properties**

<i>Four-Ball Wear, Scar Diameter, MM (ASTM D2783).... 0.28</i>	Copper Strip Corrosion @212°F. ....	1a
Load Carrying, High Speed Shock Loading (ASTM L-42) % Gear Tooth Scoring	Seal Compatibility - Volume % Change	
Ring Drive .....	Nitrite @ 257°F., 168 Hours .....	2
Ring Coast .....	Polyacrylate @ 257°F., 168 Hours.....	2.1
Pinion Drive .....	Fluroelastomer @ 320°F., 168 Hours.....	0
Pinion Coast .....		
Thermal Durability@ 325°F. (Stressed ASTM L-37)	Foam Test (ASTM D892)	
Ridging .....	Sequence I .....	0/0
Spatting .....	Sequence II .....	0/0
Varnish .....	Sequence III .....	0/0
Chemical Corrosion, Axle/Transmission (BT-10)	FZG Minimum Pass Stages .....	12+
Weight Loss, Mg.	Rust-Preventative Test (ASTM D665)	
Steel .....	Method A .....	Clean
Aluminum .....	Method B .....	Clean
Brass .....	Demulsifications (ASTM D2711)	
	Water in Oil, % .....	0.5
	Free Water, ML .....	83.3
	Emulsion, ML .....	0.1

**MINIMUM SPECIFICATIONS  
GEAR LUBRICANTS (I)  
(ISO 150)**

**DESCRIPTION**

Single grade viscosity, extreme-pressure (EP) gear oils. Must be compounded from high-grade VI 100% paraffin base oil with a high natural viscosity index. Must not contain a viscosity index improver.

Must be rust and oxidation inhibited and contain an extreme-pressure additive that will not affect sensitive metals such as bronze gears and bearings.

Must contain a tackiness agent.

Must contain a wear-reducing additive that has excellent lubricity and an affinity for metal and not build up on it to affect tolerances. The wear-reducing additive must have very high Load-carrying ability and be unaffected by heat up to 1900F. It must be chemically inert and impervious to acids.

Must not contain Molybdenum Disulfide, Graphite or PTFE.

**TYPICAL TEST RESULTS:**

API Gravity, 60°F .....	28.0
Flash point, COC, °F .....	400
Viscosity, 210°F, SUS.....	130
Viscosity 100°C, cST .....	25.98
Viscosity 100°F, SUS .....	1285
Viscosity, 40°C, cST .....	175.7
Pour Point, °C Max. ....	-48
Viscosity Index .....	183

Must certify that the products meet these specifications. Certification must come from the Technical department of the manufacturer and NOT from any sales department or dealer. They must meet or exceed all of the specifications listed.

**MINIMUM SPECIFICATIONS**  
**Special Gear Lubricant**

COMPLIANCE

BIDDER STATE

YES/NO

- A. Contains LUBIUM extreme pressure/ anti-oxidant additive..... \_\_\_\_\_
- B. Emulsion Prevention: Contains de-emulsifiers for complete separation of oil and water..... \_\_\_\_\_
- C. Non-Toxic: Must comply with TSCA approved list. .... \_\_\_\_\_
- D. Complies with OSHA and EPA guidelines. .... \_\_\_\_\_
- E. To be ISO grade 320, AGMA grade 6 EP. .... \_\_\_\_\_
- F. To be AGMA grade 6 EP. .... \_\_\_\_\_
- G. Manufactured with high VI paraffinic base stocks. .... \_\_\_\_\_
- H. To be Multi-Grade Gear Lube or acceptable equal (Bidder State Product Information in Price Schedule Item List.)

**Typical Physical Characteristics**

API Gravity, 60°F .....	28.0
Flash point, COC, °F .....	400
Viscosity, 210°F, SUS.....	130
Viscosity 100°C, cST .....	25.98
Viscosity 100°F, SUS .....	1285
Viscosity, 40°C, cST.....	175.7
Pour Point, °C Max .....	-48
Viscosity Index .....	183

**MINIMUM SPECIFICATIONS**  
**HYDRAULIC OIL**  
**SCOTT CANDLER FILTER PLANT**

**DESCRIPTION**

Hydraulic grade R & O (rust and oxidation) and AW (anti-wear) hydraulic oil designed for long life and best lubrication. Special anti-wear additive for long component life and reduced wear. Outstanding rust and oxidation resistance.

Manufactured from high-grade VI solvent extracted paraffinic base stocks oil. Must NOT contain viscosity index improver. Must contain a powerful anti-foam agent.

Must contain a non-solid wear reducing additive that had been confirmed by testing with the Bowden-Leben machine to show no significant increase in coefficient of friction.

Must not contain Molybdenum Disulfide, Graphite or PTFE. Must be colored to help trace leaks.

**TYPICAL TEST RESULTS:**

API Gravity, 60°F .....	28.0
Flash point, COC, °F .....	400
Viscosity, 210°F, SUS .....	130
Viscosity 100°C, cST .....	25.98
Viscosity 100°F, SUS .....	1285
Viscosity, 40°C, cST .....	175.7
Pour Point, °C Max. ....	-48

**MINIMUM SPECIFICATIONS**  
**SPECIAL TURBINE OIL**

BIDDER STATE  
YES/NO

- A. Turbine Oil must pass 2,700 hours on ASTM D-943 Oxidation Stability Test. ....  
\_\_\_\_\_
  
- B. Must meet ASTM VG 400-550.  
.....
  
- C. Manufactured from high VI solvent extracted paraffinic base stock.  
.....
  
- D. Shall contain special additives, antifoam, anti-wear, and corrosion inhibitors.  
.....
  
- E. Use of this Special Turbine Oil shall result in reduced sludge.  
.....
  
- F. Bidder enters Product information in Price Schedule, with applicable Item.



**MINIMUM SPECIFICATIONS**  
**TURBINE OIL**  
**SCOTT CANDLER FILTER PLANT**

**DESCRIPTION:**

Manufactured from High VI solvent extracted paraffinic base stocks with heavy-duty R & O (rust and oxidation), and AW (anti-wear) compressor Oil suitable for reciprocating industrial air compressors. Outstanding rust and oxidation resistance. Anti-wear additive for increased bearing life. Excellent water separating ability. Manufactured from high-grade straight mineral oil with a high natural viscosity index. Must NOT contain a viscosity index improver. Must contain a powerful anti-foam agent. Must contain a non-solid wear reducing additive that has been confirmed by testing with the Bowden-Leben machine to show no significant increase in coefficient of friction. Must not contain Molybdenum Disulfide, Graphite or PTFE.

**Typical Physical Properties**

ISO Grade.....	32.....	46.....	68.....	100.....	150.....	220.....
SAE Grade.....	10.....	15.....	20.....	30.....	40.....	50.....
Specific Gravity, @ 60° F .....	0.869.....	0.872.....	0.874.....	0.875.....	0.879.....	0.885.....
Viscosity, SUS @ 100 ° F .....	170.....	240.....	315.....	500.....	700.....	1180.....
Viscosity, SUS @ 210 ° F .....	45.....	48.....	56.....	64.....	77.....	94.....
Viscosity, cSt @ 40 ° C .....	31.....	46.....	68.....	100.....	150.....	200.....
Viscosity, cSt @ 100 ° C .....	5.5.....	6.9.....	9.2.....	11.3.....	14.5 ..	18.9.....
Viscosity Index .....	99.....	99.....	99.....	98.....	98.....	98.....
Color .....	amber.....	amber.....	amber.....	amber.....	amber ..	amber.....
Pour Point ° F, Max (°C) .....	20 (-29) ...	-18 (-28) ...	-15 (-26) .....	-10(-23) .....	0(-18) .....	5 (-15).....
Flash Point, COC, ° F (°C) .....	420 (215) ...	430 (221)...	455 (235) ...	460 (238)....	465 (240) ...	465 (240).....

**Performance Properties**

Copper Strip Corrosion ...	1 .....	1 .....	1 .....	1 .....	1 .....	1 .....
ASTM D-130, Color						
Rust Test, ASTM D-665 .....	pass.....	pass.....	pass.....	pass.....	pass.....	pass.....
Distilled Water						
Rust Test, ASTM D-665, Salt Water.....	pass.....	pass.....	pass.....	pass.....	pass.....	pass.....
Oxidation Stability,>2,700 .....	>2,700.....	>2,700.....	>2,700.....	>2,700.....	>2,700 .....	>2,700.....
ASTM D-943, Hrs						
Pump Wear, Vickers, ASTM D-2882.....	pass.....	pass.....	pass.....	pass.....	pass.....	Pass.....
Foam Test, ASTM D-892, 10 minutes ...	none.....	none.....	none.....	none.....	none.....	none.....

**MINIMUM SPECIFICATIONS**  
**MULTI-GRADE ENGINE OIL**  
**SCOTT CANDLER FILTER PLANT**

**DESCRIPTION:**

Must be a heavy-duty, long-drain, energy-saving engine oil meeting the requirements of diesel and gasoline engine manufacturers, while manufactured from High VI solvent extracted paraffinic base stocks. Must contain a shear-stable viscosity modifier. Must contain a non-solid wear reducing additive that has been confirmed by testing with the Bowden-Leben machine to show no significant increase in coefficient of friction up to 300 deg C (572 deg. F). Must not contain Molybdenum Disulfide, Graphite or PTFE.

**Minimum Specifications:**

API CI-4/SL, CH-4, CG-4, CF-4, CF-2, CF	Mack T-8,T-8E and T-9
Mack EO-M PLUS (except 5w-30)	CCMC G4, G5, D4, D5 & PD-2
Cummins CES 20076,20077, 20078	Allison C-4
M11 (except 5w-30)	Ford ESE - M2C153 E
Daimler Benz 228.3 AND 228.1 (15w-40 & 20w-50)	Japanese Engine Manufacturers (15w-40)
CAT ECF-1, 1P, 1M-PC and 1 K	Caterpillar TO-2
Detroit Diesel 7SE270	Volvo VDS-3, VDS-2 (15w-40 & 10w-30)
MIL-PRF-2104G	

**Typical Properties:**

SAE Grade	W-30	10W-30	15W-40	20W-50
Density, lbs/gal	7.23	7.30	7.34	7.4
Density, kg/l	(0.868)	(0.876)	(0.881)	(0.888)
Viscosity, SUS @ 100 ° F	348	384	507	950
Viscosity, SUS @ 210 ° F	63	63	73	93
Viscosity, cSt @ 40 ° C	75	75	109.4	206
Viscosity, cSt @ 100 ° C	11.9	11.9	13.74	18.5
Viscosity, cP @ - 15 C			3,500	3,000
Viscosity, cP @ - 20 C		3,500		
Viscosity, cP @ - 25 ° C	3,500			
Viscosity Index	150	145	135	125
Color	purple	purple	purple	purple
Pour Point ° F, Max (°C)	-31 (-35)	-31 (-35)	27 (-33)	-4 (-20)
Flash Point, COC, ° F, Min (°C)	392 (179)	405 (207)	430 (221)	430 (221)
Total Base Number	10.3	10.3	10.3	10.3

**MINIMUM SPECIFICATIONS**  
**SPECIAL ENCLOSED GEAR LUBRICANTS (II)**  
**SCOTT CANDLER FILTER PLANT**

**DESCRIPTION**

**SPECIAL GEAR OIL (II) FOR COTTA TRANSMISSIONS:**

Multi-viscosity, extreme pressure (EP) gear oil must be compounded from high-grade 100% paraffin base oil with a high natural viscosity index. It must be rust and oxidation inhibited and contains an extreme pressure additive that will not affect sensitive metals such as bronze gears and bearings.

Must contain a non-solid wear reducing additive that has been confirmed by testing with the Bowden-Leben machine to show no significant increase in coefficient of friction up to 100 deg. C (572 deg. F).

Must have excellent water separation characteristics and contain no Molybdenum Disulfide, Graphite or PTFE.

Must be dyed to trace leaks.

**Minimum specifications:**

All AGMA Specifications; API GL-5; API MT-1; MIL-PRF-2105E; Mack GO-J;

**TYPICAL TEST RESULTS:**

ISO Grade.....	150.....	220 .....	320.....	460.....	.680 .....	1000
SAE Grade.....	80w90.....	90 .....	- .....	140 .....	- .....	250
AGMA.....	4.....	5.....	6 .....	7.....	8.....	8a
Density, @ 60° F, lbs/gal .....	7.41 .....	7.45 .....	7.48 .....	7.55 .....	7.70 .....	7.72
Density, @ 60° F, kg/L .....	(0.889) .....	(0.891) .....	(0.898) .....	(0.906).....	(0.924).....	(0.963)
Viscosity, SUS, @100 ° F .....	850 .....	1000 .....	1600 .....	2300.....	2600.....	2780
Viscosity, cSt, @ 40 ° C .....	151 .....	220 .....	313.....	442.....	675.....	1025
Viscosity, SUS, @ 210 ° F .....	79 .....	95 .....	116 .....	143 .....	176 .....	241
Viscosity, St, @ 100 1 C .....	15.3 .....	19.1 .....	23.6 .....	29.2 .....	36.4 .....	50.7
Viscosity Index .....	100 .....	100 .....	100 .....	100 .....	100.....	100
Pour Point °F.....	-10 .....	-5.....	15.....	20.....	20.....	20
Pour Point (°C) .....	(-23).....	(-20).....	(-9).....	(-7).....	(-7).....	(-7)
Flash Point °F.....	400.....	405 .....	415.....	560.....	560.....	560
Flash Point (°C).....	(204).....	(207).....	(213).....	(293).....	(293).....	(293)
Color .....	blue .....	blue.....	.blue .....	blue .....	blue .....	blue

**MINIMUM SPECIFICATIONS**  
**SPECIAL ENCLOSED GEAR LUBRICANTS (II)**  
**SCOTT CANDLER FILTER PLANT**

**Performance Properties**

Timken OK Load, Lbs. (ASTM D2782) .....	70
Four-Ball Wear, Scar Diameter,	
MM (ASTM D2783) .....	0.28
Load Carrying, High Speed Shock Loading (ASTM L-42)	
% Gear Tooth Scoring	
Ring Drive .....	0
Ring Coast .....	9
Pinion Drive .....	0
Pinion Coast .....	12
Thermal Durability@ 325°F. (Stressed ASTM L-37)	
Ridging .....	None
Spalling .....	None
Varnish .....	None
Chemical Corrosion, Axle/Transmission (BT-10)	
Weight Loss, Mg.	
Steel .....	0.2
Aluminum .....	0.9
Brass .....	0.9
Copper Strip Corrosion @212°F. ....	1a
Seal Compatibility - Volume % Change	
Nitrite @ 257°F., 168 Hours .....	2
Polyacrylate @ 257°F., 168 Hours.....	2.1
Fluroelastomer @ 320°F., 168 Hours.....	0
Foam Test (ASTM D892)	
Sequence I .....	0/0
Sequence II .....	0/0
Sequence III .....	0/0
FZG Minimum Pass Stages .....	12+
Rust-Preventative Test (ASTM D665)	
Method A.....	Clean
Method B .....	Clean
Demulsifications (ASTM D2711)	
Water in Oil, % .....	0.5
Free Water, ML .....	83.3
Emulsion, ML .....	0.1

**MINIMUM SPECIFICATIONS**  
**SPECIAL ENCLOSED GEAR LUBRICANTS (I)**  
**SCOTT CANDLER FILTER PLANT**

**DESCRIPTION**

Single grade viscosity, extreme pressure (EP) gear oil must be compounded from high-grade VI 100% paraffin base oil with a high natural viscosity index. It must be rust and oxidation inhibited and contain an extreme pressure additive that will not affect sensitive metals such as bronze gears and bearings.

It must contain a tackiness agent and must contain a wear- reducing additive that has excellent lubricity and an affinity for metal and build up on it to affect tolerances. The wear-reducing additive must have very high load carrying ability and be unaffected by heat up to 1900 deg. F. It must be chemically inert and impervious to acids.

Must not contain Molybdenum Disulfide, Graphite or PTFE.

Meets or exceeds industry specifications:

Mack GO-J Wear

Rockwell Standard Specification 0-76B.

API-MT-1

MIL-PRF-2105E and API GL-5

**MINIMUM SPECIFICATIONS**  
**SPECIAL ENCLOSED GEAR LUBRICANTS (I)**  
**SCOTT CANDLER FILTER PLANT**

ASTM D-2782, Timken OK Test	70
ASTM D-130, Copper Corrosion:	
3 hrs. @ 212 deg. F, Max	1 lb.
3 hrs. @ 250 deg. F, Max	2 c
Max. Coefficient of Friction	0.0274

<u>TYPICAL PHYSICAL</u> <u>CHARACTERISTICS.</u>	A	B	C	D	E
AGMA	4EP	5EP	6EP	7EP	8EP
ISO Grade	150	220	320	460	680
SAE Grade	85/90	90	90	140	250
Viscosity:					
SUS @ 100 deg. F	850	1000	1600	2300	2600
SUS @ 210 deg. F	79	95	116	143	176
cST @ 40 deg. C	151	220	313	442	675
cST @ 100 deg. C	15.3	19.1	23.6	29.2	36.4
Viscosity index	100	100	100	100	100
Pour Point, F (C)	-23(-10)	-5(-20)	15(-9)	20(-9)	20(-9)
Flash Point, deg.F (deg C)	400 (204)	405 (207)	415 (213)	560(293)	560(293)

**MINIMUM SPECIFICATIONS**  
**Special Turbine Oil for Use in Raw Water Pumps 1, 2, and 3**

**BIDDER STATE**

**YES/NO**

- A. Must pass 2700 hours on ASTM D-943 Oxidation Stability Tests. ... \_\_\_\_\_
- B. Manufactured from High VI solvent extracted paraffinic base stocks ..... \_\_\_\_\_
- C. Must contain special water separating and de-emulsifying additives. .... \_\_\_\_\_
- D. Shall contain antifoam, anti-wear, and corrosion inhibitors. .... \_\_\_\_\_
- E. Shall result in reduced sludge. .... \_\_\_\_\_
- F. Delivery shall be in 55-gallon drums. .... \_\_\_\_\_

**Typical Physical Properties**

ISO Grade	32	46	68	100	150	220
SAE Grade	10	15	20	30	40	50
Specific Gravity, @ 60° F	0.869	0.872	0.874	0.875	0.879	0,885
Viscosity, SUS @ 100 ° F	170	240	315	500	700	1180
Viscosity, SUS @ 210 ° F	45	48	56	64	77	94
Viscosity, cSt @ 40 ° C	31	46	68	100	150	200
Viscosity, cSt @ 100 ° C	5.5	6.9	9.2	11.3	14.5	18.9
Viscosity Index	99	99	99	98	98	98
Color	amber	amber	amber	amber	amber	amber
Pour Point ° F, Max (°C)	-20 (-29)	-18 (-28)	-15 (-26)	-10(-23)	0(-18)	5 (-15)
Flash Point, COC, ° F (°C)	420 (215)	430 (221)	455 (235)	460 (238)	465 (240)	465 (240)

**Performance Properties**

- Copper Strip Corrosion,..... 1 ..... 1 ..... 1 ..... 1 ..... 1 ..... 1
- ASTM D-130, Color
- Rust Test, ASTM D-665, ..... pass..... pass ..... pass ..... pass ..... pass.....pass  
Distilled Water
- Rust Test, ASTM D-665, Salt Water .pass..... pass ..... pass .....pass ..... pass.....pass
- Oxidation Stability,..... >2,700 ..... >2,700 ..... >2,700 .....>2,700 .....>2,700 . >2,700  
ASTM D-943, Hrs
- Pump Wear, Vickers, ASTM D-2882.. pass..... pass ..... pass ..... pass ..... pass.....pass
- Foam Test, ASTM D-892, 10 minutes none ..... none ..... none..... none ..... none ..... none

**MINIMUM SPECIFICATIONS**  
**SPECIAL TURBINE OIL**  
**SCOTT CANDLER FILTER PLANT**

**DESCRIPTION**

Heavy-duty R & O (rust and oxidation), and AW (anti-wear) Turbine Oil suitable for industrial turbines. Outstanding rust and oxidation resistance. Anti-wear additive for increased gear and bearing life. Excellent water separating ability (de-emulsifiers). Manufactured from high-grade 100% paraffin base oil with a high viscosity index improver, Must contain a powerful anti-foam agent.

Must contain a non-solid wear reducing additive that has been confirmed by testing with the BowdenLeben machine to show no significant increase in coefficient of friction. up to 300 deg. C (572 deg. F). Must not contain Molybdenum Disulfide, Graphite or PTFE,

**Typical Physical Properties**

ISO Grade .....	32.....46 .....	68.....	100 .....	150 .....	220	
SAE Grade .....	10.....15 .....	20.....	30 .....	40.....	50	
Specific Gravity, @ 60° F .....	0.869 .....	0.872 .....	0.874 .....	0.875 .....	0.879 .....	0.885
Viscosity, SUS @ 100 ° F .....	170.....	240 .....	315 .....	500 .....	700 .....	1180
Viscosity, SUS @ 210 ° F .....	45.....	48 .....	56.....	64.....	77.....	94
Viscosity, cSt @ 40 ° C .....	31 .....	46 .....	68.....	100 .....	150 .....	200
Viscosity, cSt @ 100 ° C .....	5.5 .....	6.9 .....	9.2 .....	11.3 .....	14.5 .....	18.9
Viscosity Index .....	99.....	99 .....	99.....	98.....	98.....	98
Color .....	amber.....	amber .....	amber .....	amber.....	amber .....	amber
Pour Point ° F, Max (°C) ....	-20 (-29) .....	-18 (-28) .....	-15 (-26) ....	-10(-23) .....	0(-18) .....	5 (-15)
Flash Point, COC, ° F (°C) ..	420 (215) .....	430 (221).....	455 (235).....	460 (238).....	465 (240).....	465 (240)

**Performance Properties**

Copper Strip Corrosion, .....
 1 ..... | 1 ..... | 1 ..... | 1 ..... | 1 ..... | 1 |

ASTM D-130, Color

Rust Test, ASTM D-665,.....
 pass..... | pass ..... | pass ..... | pass ..... | pass ..... | pass |

Distilled Water

Rust Test, ASTM D-665, Salt Water.....
 pass ..... | pass ..... | pass ..... | pass ..... | pass ..... | pass pass |

Oxidation Stability, .....
 >2,700 ..... | >2,700 ..... | >2,700..... | >2,700 ..... | >2,700 .... | >2,700 |

ASTM D-943, Hrs

Pump Wear, Vickers, ASTM D-2882 .....
 pass..... | pass ..... | pass ..... | pass ..... | pass ..... | pass pass |

Foam Test, ASTM D-892, 10 minutes .....
 none ..... | none ..... | none ..... | none ..... | none ..... | none none |



**MINIMUM SPECIFICATIONS**  
**Special Turbine Oil for River Station Flushing Water Pumps**

BIDDER STATE  
YES/NO

A. Must pass 5000 hours on ASTM D-943 Oxidation  
Stability Tests. .... \_\_\_\_\_

B. Shall contain special water separating and de-emulsifying  
additives. .... \_\_\_\_\_

C. Shall contain antifoam, anti-wear, and corrosion inhibitors. \_\_\_\_\_

D. Product use shall result in reduced sludge residue.  
\_\_\_\_\_

E. Shall meet ISO VG-150, and meet ASTM VG-700.  
\_\_\_\_\_

F. Delivery shall be in 55-gallon drums.  
\_\_\_\_\_

G. Oil shall be Industrial/ Turbine Oil.  
\_\_\_\_\_

**MINIMUM SPECIFICATIONS**

**Special Turbine Oil for Raw Water Pumps 4, 5, and 6 Motors - Lower Guide Bearing**

BIDDER STATE  
YES/NO

- |   |       |
|---|-------|
| A. Must pass 2700 hours on ASTM D-943 Oxidation<br>Stability Tests. ....        | _____ |
| B. Shall contain special water separating and de-emulsifying<br>additives. .... | _____ |
| C. Shall contain antifoam, anti-wear, and corrosion inhibitors. ....            | _____ |
| D. Product use shall result in reduced sludge residue.....                      | _____ |
| E. Shall meet ISO VG-32, and meet ASTM VG-150.....                              | _____ |
| F. Delivery shall be in 55-gallon drums.....                                    | _____ |
| G. Oil shall be Industrial/ Turbine Oil.....                                    | _____ |

**MINIMUM SPECIFICATIONS**  
**COMPRESSOR OIL**  
**SCOTT CANDLER FILTER PLANT**

**DESCRIPTION**

Heavy-duty R & O (rust and oxidation), and AW (anti-wear) Compressor Oil suitable for reciprocating industrial air compressors. Outstanding rust and oxidation resistance. Anti-wear additive for increased bearing life. Excellent water separating ability. Manufactured from high-grade straight mineral oil with a high natural viscosity index. Must NOT contain a viscosity index improver. Must contain a powerful anti-foam agent.

Must contain a non-solid wear reducing additive that has been confirmed by testing with the Bowden-Leben machine to show no significant increase in coefficient of friction.

Must not contain Molybdenum Disulfide, Graphite or PTFE.

**Typical Physical Properties**

ISO Grade.....	32.....	68.....	100 .....	150.....	220
SAE Grade.....	10.....	20.....	30 .....	40.....	50
Specific Gravity, @ 60° F .....	23.7.....	24.1 .....	24.4.....	24.8.....	25.2
Viscosity, SUS @ 210 ° F .....	44 .....	53 .....	60.....	67.....	76
Viscosity, cSt @ 40 ° C .....	32 .....	68 .....	100 .....	150.....	220
Viscosity, cSt @ 100 ° C .....	5.34 .....	8.17 .....	10.5 .....	12.2 .....	14.3
Pour Point ° F (°C) Max .....	-50 (-46) .....	-35 (-38) .....	-25 (-31) .....	-15 (-26).....	-5 (-21)
Floc Point, ° F (°C) Max .....	-70 (-57) .....	-65 (-54) .....	-60 (-51) .....	-55 (-49)...	-50 (-46)
Flash Point, COC, ° F .....	360 .....	400 .....	430 .....	435 .....	440

# **MINIMUM SPECIFICATIONS**

## **MOBIL SHC 600 PRODUCTS**

### **Applications**

While Mobil SHC 600 is compatible with mineral oil based products, admixture may detract from their performance. Consequently, it is recommended that before changing a system to one of the Mobil SHC 600 Series, it should be thoroughly cleaned out and flushed to achieve the maximum performance benefits. The Mobil SHC 600 Series oils are compatible with the following seal materials: fluorocarbon, polyacrylate, polyurethane ether, some silicone, ethylene/acrylic, chlorinated polyethylene, polysulfide, and some nitrile rubbers. There is the potential for substantial variations in the elastomers being used today. For best results, consult your equipment supplier, seal manufacturer, or your local Mobil representative to verify compatibility.

Mobil SHC 600 Series lubricants are recommended for use in a wide variety of gear and bearing applications where high or low temperatures are encountered or where operating temperatures or bulk oil temperatures are such that conventional lubricants give unsatisfactory life, or where improved efficiency is needed. They are particularly effective in applications where the maintenance costs of component replacement, system cleaning and lubricant changes are high. Specific applications include:

- Filled for life gearboxes, especially high ratio / low efficiency worm gears
- Remotely located gearboxes, where oil change-out is difficult
- Low temperature applications, such as ski lifts where seasonal oil changes can be avoided
- Mixer roll bearings and roll neck bearings where high temperatures are encountered
- Plastic calendars
- Severe centrifuge applications, including marine centrifuges
- Railroad A/C Traction Drives
- Mobil SHC 625, 627, 629 and 630 are suitable for Oil Flooded Rotary Screw Compressors compressing natural gas, field gas gathering, CO<sub>2</sub> and other process gasses used in the natural gas industry.

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
1.	Fluid, Transmission, (55 gallon drums), in accordance with enclosed Minimum Specifications.  Bidding On: _____  (Manufacturer's Name & Item No.)	1320	Gallon	\$ _____	\$ _____
2.	Fluid, Transmission, 1 quart (12-24 per case), in accordance with enclosed Minimum Specifications.  Bidder State Case Quantity: _____ per case.  Bidding On: _____  (Manufacturer's Name & Item No.)	1,776	Quart	\$ _____	\$ _____
3.	Fluid, Transmission, Synthetic, 5 gallon (12-24 per case), in accordance with enclosed Minimum Specifications.  Bidder State Case Quantity: _____ per case.  Bidding On: _____  (Manufacturer's Name & Item No.)	400	Gallon	\$ _____	\$ _____
4.	Fluid, Transmission, Synthetic, 1 gallon (12-24 per case), in accordance with enclosed Minimum Specifications.  Bidder State Case Quantity: _____ per case.  Bidding On: _____  (Manufacturer's Name & Item No.)	200	Gallon	\$ _____	\$ _____
5.	Oil, Motor, 15W-40 with CJ4, (55 gal. drums), in accordance with enclosed Minimum Specifications, Motorcraft or acceptable equal.  Bidding On: _____	2,695	Gallon	\$ _____	\$ _____

<b>PRICE SCHEDULE</b>					
Item No.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
6.	Oil, Motor, 15W-40 with CJ4, (bulk delivery), in accordance with enclosed Minimum Specifications, Motorcraft or acceptable equal.  Bidding On:  _____ (Manufacturer's Name & Item No.)	32,000	Gallon	\$ _____	\$ _____
7.	Oil, Motor, 15W-40 with CJ4, 1 Gallon (12 or 24 per case), in accordance with enclosed Minimum Specifications. Bidder State Case Quantity: _____ per case.  Bidding On:  _____ (Manufacturer's Name & Item No.)	2,400	Gallon	\$ _____	\$ _____
8.	Oil, Motor, 5W-30 Synthetic Dexos, (bulk delivery), in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	32,000	Gallon	\$ _____	\$ _____
9.	Oil, Motor, 5W-30 Synthetic Dexos, M, 1 quart, (12 or 24 per case), in accordance with enclosed Minimum Specifications. Bidder State Case Quantity: _____ per case.  Bidding On:  _____ (Manufacturer's Name & Item No.)	2,400	Quart	\$ _____	\$ _____

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
10.	Oil, Lubricant, Multi-Purpose Gear, SAE 75W-90, GL-5/MT-1, 120 pound drums, in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	13,680	Pound	\$ _____	\$ _____
11.	Grease, Chassis Lubrication, EP-2, 400 pound drums, in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	16,000	Pound	\$ _____	\$ _____
12.	Grease, Chassis Lubrication, EP-2, 120 pound drums, in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	7,500	Pound	\$ _____	\$ _____
13.	Grease, Chassis Lubrication, MP-2, 400 pound drums, in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	16,000	Pound	\$ _____	\$ _____
14.	Grease, Chassis Lubrication, MP-2, 120 pound drums, in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	7,500	Pound	\$ _____	\$ _____

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
15.	Oil, transmission, SAE 10W CF, 5-gallon drums, in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	50	Gallon	\$ _____	\$ _____
16.	Fluid, Universal Tractor, 5 gallon drums, in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	90	Gallon	\$ _____	\$ _____
17.	Fluid, hydraulic, ISO 68AW, Low Temperature, 5 gallon pails, in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	330	Gallon	\$ _____	\$ _____
18.	Fluid, hydraulic, ISO 46AW, High Temperature, (bulk delivery), in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	10,000	Gallon	\$ _____	\$ _____
19.	Fluid, hydraulic, ISO 46AW, High Temperature, (55 gallon drums), in accordance with enclosed Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name & Item No.)	18,000	Gallon	\$ _____	\$ _____



## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
20.	Gear Oil, HD 80W90, (120 pound drums), in accordance with enclosed Minimum Specifications.  Bidding On: _____ (Manufacturer's Name & Item No.)	2000	Pound	\$ _____	\$ _____
21.	Grease, special with selected mineral oil, 12% modified bentonite thickener and extreme pressure additives, dropping pt. to 500 F., 35 pound pails, in accordance with enclosed Minimum Specifications, Texaco "Thermatex" EP2 or acceptable equal.  Bidding On: _____ (Manufacturer's Name & Item No.)	30	Pail	\$ _____	\$ _____
22.	Oil, Light, 55 gallon drums, Must be Lubrication Engineers Industrial/Turbine Oil LE 4932 Only.  Bidding On: _____ (Manufacturer's Name & Item No.)	330	Gallon	\$ _____	\$ _____
23.	Oil, BB, 55 gallon drums, Must be Lubrication Engineers Industrial/Turbine Oil LE 6406 Only.  Bidding On: _____ (Manufacturer's Name & Item No.)	1,100	Gallon	\$ _____	\$ _____
24.	Oil, Cylinder, 55 gallon drums, Multi-Purpose Gear Oil, Must be Lubrication Engineers Industrial/Gear Oil LE 1605 Only.  Bidding On: _____ (Manufacturer's Name & Item No.)	220	Gallon	\$ _____	\$ _____

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
25.	Grease, cartridges, (40 per case) With Aluminum Complex Thickener. ISO VG 220 Viscosity @40 degrees C210 @100 degrees C17.5 Bidding On: _____ (Manufacturer's Name & Item No.)	35	Case	\$ _____	\$ _____
26.	Vanguard Synthetic Lubricant for Air Compressors & Vacuum Pumps, 2 Gallon, Vanair Manufacturing Inc. or acceptable equal. Viscosity @40 degrees C 40.0 @100 degrees C 8.3 Bidding On: _____ (Manufacturer's Name & Item No.)	350	Gallon	\$ _____	\$ _____
27.	Grease, cartridges, (40 per case), With Lithium Complex Thickener. Viscosity @40 degrees C 144.0 @100 degrees C 11.70 Bidding On: _____ (Manufacturer's Name & Item No.)	35	Case	\$ _____	\$ _____
28.	Grease, gear compound, EP 320, 55 gallon drums, high temperature, multi-purpose. ISO VG 320 Viscosity @40 degrees C 336.0 @100 degrees C 27.0 Bidding On: _____ (Manufacturer's Name & Item No.)	770	Gallon	\$ _____	\$ _____
29.	Oil, Gear Lube, 55-gallon drums, Must be Lubrication Engineers 1608 only. Bidding On: _____ (Manufacturer's Name & Item No.)	220	Gallon	\$ _____	\$ _____

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
30.	Oil, Hydraulic, ISO 46, 55 gallon drums, high temperature, multi-purpose, Must be Lubrication Engineers 4933 Only.  Bidding On:  _____. (Manufacturer's Name & Item No.)	110	Gallon	\$ _____	\$ _____
31.	Oil, SAE 30, non-detergent, 55 gallon drums, Viscosity @40 degrees C 105.7 @100 degrees C 11.88  Bidding On:  _____. (Manufacturer's Name & Item No.)	110	Gallon	\$ _____	\$ _____
32.	Oil, Engine, 55 gallon drums, SAE 15W-40 Viscosity @40 degrees C 113.2 @100 degrees C 15.25  Bidding On:  _____. (Manufacturer's Name & Item No.)	330	Gallon	\$ _____	\$ _____
33.	Lubricant, gear ISO VG 460 Viscosity @40 degrees C 461 @100 degrees C 47.6  Bidding On:  _____. (Manufacturer's Name & Item No.)	660	Gallon	\$ _____	\$ _____
34.	Lubricant, Air Compressor, 55 gallon drums, ISO VG 68/SAE 20 Viscosity @40 degrees C 64.66 @100 degrees C 8.57  Bidding On:  _____. (Manufacturer's Name & Item No.)	330	Gallon	\$ _____	\$ _____

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
35.	Lubricant, Multi-Purpose Gear Oil, 55 gallon drums, Must be Lubrication Engineers 1604 Only  Bidding On:  _____ (Manufacturer's Name & Item No.)	220	Gallon	\$ _____	\$ _____
36.	Lubricant, Air Compressor, (in 5-gallon Buckets), S Rotary Compressor Oil SAE 15.  Bidding On:  _____ (Manufacturer's Name & Item No.)	5	Gallon	\$ _____	\$ _____
37.	Oil, Special Turbine, Inhibited, (in 55 gallon drums); Industrial/Turbine Oil ISO VG 150/SAE 30. (Must be L.E. Oil 6403 Only)  Bidding On:  _____ (Manufacturer's Name & Item No.)	5	Gallon	\$ _____	\$ _____
38.	Oil, Light Spindle, (in 5-gallon Buckets), ISO-32/SAE 10.  Bidding On:  _____ (Manufacturer's Name & Item No.)	5	Gallon	\$ _____	\$ _____
39.	Oil, Special Turbine, (in 55 gallon drums); Industrial/Turbine Oil ISO 150/SAE 30 (Must be Only L.E. Oil 6404)  Bidding On:  _____ (Manufacturer's Name & Item No.)	5	Gallon	\$ _____	\$ _____

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
40.	Oil, Turbine, Inhibited, Food Grade; Anti foaming (in 5 gallon buckets) Industrial/Turbine Oil ISO VG 220  Bidding On: _____ (Manufacturer's Name & Item No.)	12	Gallon	\$ _____	\$ _____
41.	Oil, Engine, Diesel, 55 gallon drums, 15W-40  Bidding On: _____ (Manufacturer's Name & Item No.)	6	Gallon	\$ _____	\$ _____
42.	Lube, Special Gear Compound for Cotta Gearbox, (in 5 gallon buckets) Anti foaming SAE 85W-140.  Bidding On: _____ (Manufacturer's Name & Item No.)	5	Gallon	\$ _____	\$ _____
43.	Oil, Turbine, Inhibited, Food Grade; Anti foaming, (in 5 gallon buckets), Industrial/Turbine Oil ISO VG 150  Bidding On: _____ (Manufacturer's Name & Item No.)	20	Gallon	\$ _____	\$ _____
44.	Oil, gear and bearing, (in 5 gallon buckets), Mobil SHC 626 (Food Grade)  Bidding On: _____ (Manufacturer's Name & Item No.)	8	Gallon	\$ _____	\$ _____

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
45.	Chevron NLGEWAR Compound 220 Food Grade 5 gallon buckets  Bidding On: _____ (Manufacturer's Name & Item No.)	5	Gallon	\$ _____	\$ _____
46.	Oil, Compressor, formulated for use in air compressors, (in 5 gallon buckets) Rotary Compressor Oil SAE 20 ISO-68  Bidding On: _____ (Manufacturer's Name & Item No.)	5	Gallon	\$ _____	\$ _____
47.	Oil, Lubricant, SAE 15W -40, 100% CNG and LNG Engine Oil, in accordance with API CK-4 Licensed and Cummins approved.  Bidding On: _____ (Manufacturer's Name & Item No.)	7000	Gallon	\$ _____	\$ _____
48.	Oil, hydraulic, 55 gallon drums, Must be Lubrication Engineers 680 Only.  Bidding On: _____ (Manufacturer's Name & Item No.)	220	Gallon	\$ _____	\$ _____

## PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
49.	<p>Glycerin, Industrial grade, 5 gallon cans for Lime Slurry Pumps, in accordance with Minimum Specifications. Pump Solution Group: Neptune</p> <p>Bidding On:</p> <p>_____.</p> <p>(Manufacturer's Name &amp; Item No.)</p>	75	Gallon	\$ _____	\$ _____
50.	<p>Oil, Medium, 55 gallon drums, Must be Lubrication Engineers Industrial/Turbine Oil LE 4934 Only.</p> <p>Bidding On:</p> <p>_____.</p> <p>(Manufacturer's Name &amp; Item No.)</p>	1,100	Gallons	\$ _____	\$ _____
51.	<p>Oil, Heavy, 55 gallon drums, Must be Lubrication Engineers Industrial/Turbine Oil LE 6405 Only.</p> <p>Bidding On:</p> <p>_____.</p> <p>(Manufacturer's Name &amp; Item No.)</p>	330	Gallons	\$ _____	\$ _____
52.	<p>Diesel Exhaust Fluid (DEF), EDEF-B, (delivery bulk, drums, gallons)</p> <p>Bidding On:</p> <p>_____.</p> <p>(Manufacturer's Name &amp; Item No.)</p>	5000	Gallons	\$ _____	\$ _____

	<b>PRICE SCHEDULE</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>ITEM NO.</b>	<b>COMMODITIES OR SERVICES</b>				
53.	Oil, 0W-20, Full Synthetic  Bidding On: _____ (Manufacturer's Name & Item No.)	10,000	Gallons	\$ _____	\$ _____
54.	Oil, SAE 5W30, Full Synthetic (delivery gallon drums & bulk)  Bidding On: _____ (Manufacturer's Name & Item No.)	10,000	Gallons	\$ _____	\$ _____
55.	Fluid, Synthetic Automatic Transmission, TES 295/TES 468. (delivery gallons) *Must be authorized by Allison Transmission  Bidding On: _____ (Manufacturer's Name & Item No.)	200	Gallons	\$ _____	\$ _____



**NOTES TO SUPPLIER:**

**NOTE 1:** Bidder shall enclose with the bid the manufacturer's Technical Department Certification affirming that the items bid meet the enclosed Specifications. **Certifications from dealers or sales departments are not acceptable for this purpose.**

**PRICE SCHEDULE**

**NOTE 2:** Dekalb County prefers to award Item Nos. 1 through 20, 47, 52,53,54, 55 to one vendor.

**NOTE 3:** Deliveries shall be given advance notice of shipment to ordering Divisions or Departments, and will be in two different ways:

- (1) Bulk Deliveries
- (2) Items other than Bulk Deliveries for inside delivery (refer to price schedule).

**NOTE 4:** Below is the list of departments that utilize lubricants by line items.

Fleet Management: Item Nos.: 1 through 20, 47, 52, 53, 54, 55

Sanitation: Item Nos.: 13, 15 and 23

Watershed Management: Item Nos. 22-35, 45, 48 and 50-51

Watershed Management - Pole Bridge Facility: Item Nos.: 28 and 29

Watershed Management - Snapfinger Facility: Item Nos.: 26, 31-35 and 48

Watershed Management - Scott Candler Filter Plant "Water Production" Branch: Item Nos.: 43 and 47-51

OVERALL USE: Item Nos.: 23-28, 30-35, 43, 47- 49 and 51

**\*\*\*PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.\*\*\***

**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) \_\_\_\_\_ (Initial)
- Bidder acknowledges that this bid is valid for 90 days from and including \_\_\_\_\_ (Initial)  
the 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)
  - 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 be 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**

Bidder shall complete and submit the following documents with their bid:

<b>Bid Page No.</b>	<b>Title</b>	<b>Check This Box If Included With Bid</b>
53	Price Schedule (must be removed from bid and submitted in separate sealed envelope) *	
66	Bid Acknowledgement Form*	
67	Required Documents Checklist	
68	Contractor Reference and Release Form*	
69	Subcontractor Reference and Release Form, if applicable**	
71	Contractor Affidavit*	
72	Subcontractor Affidavit, if applicable**	
73-81	LSBE - Exhibits A and/or B of Attachment G*	
82-94	First Source Jobs Acknowledgement Form *	

**\* 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:<sup>1</sup>
  - 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](http://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.

---

<sup>1</sup> 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**

**DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS A – B**

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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

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

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

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

**EXHIBIT A**

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

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

PRIME BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: **25-100067**

TITLE OF UNIT OF WORK: **Lubricants (Annual Contract with 2 Options to Renew)**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
\_\_\_\_ LSBE-DeKalb    \_\_\_\_ LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

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

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

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

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

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

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**  
**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

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

---



---



---



---

---

---

---

---

---

---

---

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

**EXHIBIT A, CONT'D**

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

**Bidder/Proposer Statement of Compliance**

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

**1. Non-Discrimination Policy**

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

**2. Commitment**

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

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

Firm Name (Please Print):

---

Firm's Officer:

---

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT B**

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

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

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

**ITB Number:** 25-100067

**Project Name:** Lubricants (Annual Contract with 2 Options to Renew)

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

Description of Materials or Services	Project/Task Assignment	% of Contract Award

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ATTACHMENT H**

**CHAPTER 7: FIRST SOURCE ORDINANCE**

**CHAPTER  
07**



***First Source***

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 (**e.g. See Appendix 1**).

***Appendix – 1-Forms and Letters***

- A. First Source Ordinance Fact Sheet***  
(front and back of document, 2 pages total)
- B. First Source Recruitment and Monitoring Process***
- C. First Source Ordinance Municipal Code***
- D. First Source Acknowledgement Form***
- E. New Employee Tracking Form***
- F. Business Service Request Form***
- G. Employment Roster***



### **A. First Source Ordinance Fact Sheet**

The First Source Ordinance is a public regulation that requires contractors and beneficiaries to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry (candidate database).

WSD has a First Source Registry of qualified and trained DeKalb County residents. WSD can assist you with choosing the right candidate using the First Source Registry of qualified and trained DeKalb County residents. WSD can also assist you with choosing the right candidate using the First Source Registry to meet your company’s human capital needs.

#### **SUMMARY OF SERVICES**

- Pre-screened applicants
- Advertise and administer recruitments, job fairs and more
- Market positions and recruit strong candidates
- Provide computer access to current and future employees to assist with application process and/or testing
- Provide supportive services for new hires.

#### **WHO QUALIFIES?**

- Recipients of county grants and contracts of \$50,000 or more with DeKalb County for purchase orders, construction projects, professional or consulting services.

#### **What is the First Source Ordinance?**

The First Source Ordinance is a public regulation that calls for contractors and beneficiaries of DeKalb County to hire DeKalb County residents for at least fifty (50) percent of all jobs using the First Source Registry.

#### **Who is considered a Contractor?**

An individual or entity 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, 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.

#### **Who is considered a Beneficiary?**

A beneficiary is an immediate recipient of grants or community development block funds administered by the County. The term shall only apply to those entities benefiting from such County funds or administered funds in the amount of \$50,000 or more.



## **What is the First Source Registry?**

The First Source Registry is a candidate database, maintained by WSD, of employable persons who are residents of the County to be called upon as a source to fill jobs created or maintained as a direct or indirect result of public funding.

## **What are the benefits of the First Source Ordinance?**

- All applicants are pre-screened to ensure that only qualified candidates are referred for interviewing;
- Assist with finding appropriate space for orientations, recruitments, job fairs, and more as needed and appropriate;
- Advertise and administer recruitment events and job fairs;
- Provide job seeker services and computer access to both current and future employees who need assistance with applications, testing, etc.;
- Access to qualified and trained applicant pool

**For more information contact our office using 404.687.3400. Visit our website at [www.worksourcedekalb.org](http://www.worksourcedekalb.org).**

### ***B. First Source Recruitment and Monitoring Process***

#### **Purchasing and Contracting Responsibilities:**

- 1) Procurement Agent shall notify WSD to attend all First Source applicable pre-solicitation, pre-bid/proposal, and Notice to Proceed (NTP) meetings.
- 2) Procurement Agent to submit to WSD, First Source form information provided with vendor bid and proposal submissions regarding number of anticipated jobs and titles. First Source form information to be provided during in-house award routing process for awards of \$50,000 or more.
- 3) Procurement Agent to include current First Source Ordinance requirements language and First Source form information in all applicable solicitations as well as First Source provision in each applicable contract.
- 4) Procurement Agent to provide to WSD a copy of the attendance sheet completed by those in attendance at the pre-solicitation and NTP meetings. Pre-bid/proposal meeting attendance sheets are posted and available for WSD on the Purchasing and Contracting website under the applicable project.
- 5) Upon WSD determining a vendor First Source Ordinance compliance issue, WSD shall submit a vendor performance rating form to Purchasing and Contracting indicating such



a compliance issue. Purchasing and Contracting will handle the submitted vendor performance rating form in accordance with its vendor management procedures and processes.

- 6) Purchasing and Contracting will assist WSD in their efforts to enforce the First Source Ordinance.

## **WorkSource DeKalb Responsibilities**

- 1) Prior to attending the NTP meeting, First Source Representative will make contact with Purchasing and Contracting or Contract Compliance Officer/Contract Administrator to identify number of anticipated jobs and titles indicated in the successful proposal submitted by the contractor.
- 2) First Source Representative will outline the provisions of the ordinance and the responsibility of the contractors and WSD in administering the ordinance.
- 3) First Source Representative will exchange business cards or contact information virtually with all contractors in attendance and may schedule an on-site visit, if necessary.
- 4) First Source Representative will inquire whether the contractors have any current job openings. If yes, First Source Representative will request the Contractor to complete the First Source Business Service Request Form and submit to First Source Representative.
- 5) First Source Representative will enter the NTP meeting information and contact information from the contractor(s) into the First Source Tracking Report and Taleo Database for monthly tracking.
- 6) The “Good Faith Effort” stipulation in the Ordinance will have been addressed once contractors confirm staffing needs. Contractors with staffing needs must communicate with WSD Business Specialist to post the positions and secure candidates in order to satisfy this stipulation. If there are no staffing needs, then the requirement has been successfully satisfied.
- 7) First Source Representative will record the responses on the First Source Tracking Report, maintained by WSD to identify any staffing opportunities from the contractor(s).
- 8) Upon receipt of a Business Service Request Form from the contractors or sub-contractors, First Source Representative will query the First Source Registry to identify and advise contractor of all suitable applicants for possible interviews.
- 9) Upon the placement of applicant(s), WSD will record the number and type of positions filled by each contractor on the First Source Tracking Report.



### ***C. First Source Ordinance Municipal Code***

#### **ARTICLE VIII. - FIRST SOURCE JOBS [11]**

Sec. 2-231. - Title.

Sec. 2-232. - Purpose and intent.

Sec. 2-233. - Definitions.

Sec. 2-234. - Duties of purchasing and contracting department.

Sec. 2-235. - Duties of workforce development department.

Sec. 2-236. - First source requirements.

Sec. 2-237. - Disclaimer.

#### **Sec. 2-231. - Title.**

This article shall be known as the first source program.

*(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)*

#### **Sec. 2-232. - Purpose and intent.**

The purpose of this article is to create the first source program, which requires beneficiaries and contractors of eligible projects to use the first source job register to fill jobs created as a direct result of public funding.

*(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, 8-23-11)*

#### **Sec. 2-233. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. ***Agreement*** means 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, or professional or consultant services.
- b. ***Beneficiary*** means the immediate recipient of grants or community development block funds administered by the county. The term shall only apply to those entities benefiting from funds in the amount of fifty thousand dollars (\$50,000.00) or more, where permissible under the terms of the grants or community development block funds.



- c. **Contractor** means an individual or entity entering into any type of agreement with the county, funded in whole or part with county funds, which specifies the contractor is to receive fifty thousand dollars (\$50,000.00) or more.
- d. **Eligible project** means any project funded in whole or in part with county funds.
- e. **First source job listing** means the listing of all available jobs that have been created by eligible projects.
- f. **First source register** means the database of employable DeKalb County residents.
- g. **Good faith effort** means the efforts undertaken by a beneficiary or contractor to fill jobs created by an eligible project with individuals from the first source register.  
(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-13-11)

**Sec. 2-234. - Duties of purchasing and contracting department.**

**In administering the first source program, the director of purchasing and contracting or designee shall have the power to:**

- a) Notify any contractor or beneficiary in writing, including specific reasons, who has not complied with this article;
- b) Provide any contractor or beneficiary who has not complied with this article with a reasonable time to cure;
- c) Determine whether noncompliance amounts to a breach of contract;
- d) Provide written determinations of noncompliance to the appropriate officials, stating the specific nature of noncompliance; and
- e) Incorporate a provision regarding this article into every agreement.

*(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)*

**Sec. 2-235. - Duties of workforce development department.**

**In administering the first source program, the workforce development department director or designee shall do the following:**

- a) Manage the first source program;
- b) Create written operating procedures to effectuate the provisions of this article;
- c) Compile and maintain a database of citizens of the county that will serve as the first source register;





- d) Create and provide all necessary forms, applications, documents and papers necessary to comply with this article;
- e) Create a methodology to determine what jobs will be created by an eligible project;
- f) Compile and maintain a listing of available jobs created by eligible projects that will serve as the first source job listing;
- g) Notify the director of purchasing and contracting or designee of any contractor or beneficiary who has not complied with the requirements of this article; and
- h) Annually review and report to the chief executive officer or designee to determine the need for this article's continued implementation.

*(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)*

**Sec. 2-236. - First source requirements.**

- (a) The county shall require every beneficiary or contractor for every eligible project to do the following:
  - (1) Advertise each job created by an eligible project on the first source job listing;
  - (2) Make a good faith effort to fill fifty (50) percent of the jobs created by the eligible project with individuals from the first source register within one hundred twenty (120) days of executing any agreement with the county;
  - (3) Agree that each beneficiary and contractor who does not make a good faith effort to reach the fifty (50) percent goal set forth in this article may be deemed ineligible to qualify for any future project;
  - (4) Allow open inspection of payroll records; and
  - (5) Agree to work with the workforce development department to comply with the spirit of this article.
  
- (b) All solicitations and agreements from eligible projects shall include a provision referencing the requirements of this article.
  
- (c) Each contractor and beneficiary working under an eligible project shall ensure that the first source program will be binding upon each subcontractor, sub-lessee or other ultimate recipient of the county funds.



*(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)*

**Sec. 2-237. - Disclaimer.**

By enacting this article the county is assuming an undertaking only to promote the general welfare of its citizens. By this enactment, the county, its officers, agents, or its employees are not to be considered joint employers with a contractor or beneficiary. The county, its officers, agents and employees shall not be liable to any person, including but not limited to contractors, beneficiaries, and persons whose names appear on the First Source job register, who claim that the enactment, enforcement or violation of this article caused injury or loss of any kind. This article is not intended to and does not require a contractor or beneficiary to hire a particular individual who does not satisfy the minimum qualifications or other requirements of the job as set forth by the beneficiary or the contractor. This article does not give the county, its officers agents or employees any right to control or determine any of the terms or conditions of employment of a First Source register candidate hired by a beneficiary or contractor.

*(Ord. No. 06-16, Pt. I, 9-12-06)*



**D. FIRST SOURCE ACKNOWLEDGEMENT FORM**

**First Source Jobs Ordinance Acknowledgement**

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

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

**Please return this form to WorkSource DeKalb, (404)687-3900 or email to [fkadkins@dekalbcountyga.gov](mailto:fkadkins@dekalbcountyga.gov)**



## E. NEW EMPLOYEE TRACKING FORM

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

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

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

\_\_\_\_\_

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



**F. BUSINESS SERVICE REQUEST FORM**

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

**DATE:**

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**TITLE:**

**CONTACT E-MAIL ADDRESS:**

**CONTACT PHONE:**

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

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

**POSITION TITLE:** \_\_\_\_\_

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

**WEEKLY WORK HOURS:** 20-30 hours  30-40 hours  Other  \_\_\_\_\_

**SALARY RATE (OR RANGE):** \_\_\_\_\_ **SPECIFIC WORK SCHEDULE:** \_\_\_\_\_

PERM  TEMP  TEMP-TO-PERM  SEASONAL

**PUBLIC TRANSPORTATION ACCESSIBILITY:** YES  NO

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

CREDIT CHECK  DRUG  MVR  BACKGROUND  OTHER \_\_\_\_\_

**HOW TO APPLY:**

\_\_\_\_\_  
\_\_\_\_\_

**Please return form to:** fkadkins@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY	
<b>TYPE:</b> <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	<b>SYSTEM ENTRY DATE:</b> _____
<b>ASSIGNED TO:</b> _____	<b>DATE:</b> _____



## G. EMPLOYMENT ROSTER DeKalb County

**Contract Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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