DeKalb County
Department of Purchasing and Contracting

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

July 5, 2016

INVITATION TO BID (ITB) NO. 16-100751

FOR

WATER TREATMENT CHEMICALS-SALT
(ANNUAL CONTRACT WITH 2 OPTIONS TO RENEW)

DEKALB COUNTY, GEORGIA

DeValory Donahue, Senior Procurement Agent, Phone: (404) 371-0884
Email: dadonahue@dekalbcountyga.gov

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

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

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INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **Water Treatment Chemicals-Salt (Annual Contract with 2 Options to Renew)** from responsible contractors.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued.....**July 5, 2016**

Pre-Bid Conference .....**July 19, 2016 at 10:00 a.m.**

Deadline for Submission of Questions.....**July 22, 2016 at 3:00 p.m. ET**

Bid Opening.....Aug. 3, 2016 at 3:00 p.m. ET

Bids Valid Until .....**November 3, 2016.**

A Pre-Bid conference will be held on July 19, 2016 at 10:00 a.m. at 1300 Commerce Drive, 2nd Floor, Decatur, GA 30030. Attendance at the pre-bid conference is not mandatory to submit a bid.

Sealed bids are to be addressed and delivered to:
DeKalb County Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030, not later than **3:00 P.M. ET on Aug 3, 2016.**

Submit **one (1) original bid package** (inclusive of the entire Invitation to Bid document and required documents) stamped "Original" and **two (2) sealed identical copies** stamped "Copy" of the bid package to the address listed above.

2. CONTACT PERSON:
The contact person for this bid is **DeValory Donahue, 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) 371-0884 or via email at dadonahue@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:
All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, 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 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. **No responses to requests, answers to specification questions, or additional information shall be supplied after July 22, 2016"**

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, http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html. Bidder should regularly check the County's website for addenda.

INVITATION TO BID PROCEDURES

A. BIDDER INFORMATION:

1. FAILURE TO RETURN ALL PAGES OF THIS INVITATION TO BID MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The current DeKalb County List of Certified Vendors may be found on the County website at http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf

    b. It is mandatory that the LSBE Information forms be completed and submitted with Bidder's response.

c. For further details regarding the DeKalb County Local Small Business Enterprise Ordinance, contact Special Projects at pcadmin-ops@dekalbcountyga.gov or (404) 371-7051.

12. First Source Jobs Information

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries 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 make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.

For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Workforce Development at www.dekalbworkforce.org or 404-687-3400.

13. 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.

14. Required Signatures

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

15. 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.

16. Business License

Please provide a copy a valid company business license with your 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.

B. BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.

2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.

3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.

4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 16-100701-Water Treatment Chemicals-Salt"** 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. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.

3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.

4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.

GENERAL TERMS AND CONDITIONS

D. 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 Contractor's accepted Response; and the County's ITB.

E. The Contractor'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.

F. 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, provided option is exercised no later than sixty days prior to expiration of the contract. Contract may, with mutual agreement between the parties and contingent upon future funding, be renewed for two (2) additional one year terms with each renewal term beginning the day after the expiration of the previous term.

G. DELIVERY:

1. Delivery of services or goods will commence within 10 calendar day upon request.

Bidder state agreement: Yes_____ No_____

Contact Person: _____

Telephone Number: _____ Cellular Phone Number: _____

Address: _____

_____

_____

Alternate delivery time *may* be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

_____

_____

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 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise required. Contractor shall give a 24-hour prior notice of delivery to the requesting facility via telephone no. (770) 808-2930- Snapfinger or (770)391-5065-Scott Candler. The contractor shall unload the shipment.

Delivery Address:

DeKalb County Scott Candler Water Treatment Facility
4830 Winters Chapel Road
Doraville, GA 30360

DeKalb County Snapfinger Wastewater Treatment Facility
4124 Flakes Mill Road
Decatur, GA 30034

H. 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.

I. 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.

J. WARRANTY

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

K. 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.

L. TERM:

This shall be an Annual Contract with two (2) annual options to renew, under the same prices, terms and conditions, provided option is exercised. Unless otherwise noted, quoted prices will remain firm for two (2) additional one (1) year terms when and if renewed each term. DeKalb County reserves the right to negotiate pricing / discounts for renewal consideration prior to approving any given renewal option. If DeKalb County does not exercise the option to renew the contract and a new Invitation to Bid is issued, the current contract <u>will not</u> be renewed.

M. PRICING:

1. Alterations to the Bid Schedule may result in the Bidder being deemed non-responsive and his bid may be rejected.

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

   - To Contractor's customers.

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

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

3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.

4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
   a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and
   c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. PAYMENT:

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) 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:

   a. The original invoice(s) must be submitted to the departments requesting services:

      ATTN:
      DeKalb County Scott Candler Water Treatment Facility
      4830 Winters Chapel Road
      Doraville, GA 30360

      ATTN:
      DeKalb County Snapfinger Wastewater Treatment Facility
      4124 Flakes Mill Road
      Decatur, GA 30034

3.

   a. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

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

4. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

O. ACCURACY OF WORK:

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

P. ADDITIONAL WORK:

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

change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

Q. OWNERSHIP OF DOCUMENTS:

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

R. RIGHT TO AUDIT:

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.

S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

T. REVIEWS AND ACCEPTANCE:

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

U. TERMINATION OF AGREEMENT:

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

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of

any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.

2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:

   a. Certificates must cover:
      i. Statutory Workers Compensation

         (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

      ii. Business Auto Liability Insurance with a minimum $500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).

      iii. Commercial General Liability Insurance

         (1) Each Occurrence - $1,000,000

         (2) Fire Damage - $250,000

         (3) Medical Expense - $10,000

         (4) Personal & Advertising Injury - $1,000,000

         (5) General Aggregate - $2,000,000

         (6) Products & Completed Operations - $1,500,000

         (7) Contractual Liability where applicable

   b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. 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.

c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.

d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.

e. 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.

f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.

h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

i. Certificates to contain the location and operations to which the insurance applies.

j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.

k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.

l. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

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

m. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

X. GEORGIA LAWS GOVERN:

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

Y. VENUE:

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

Z. COUNTY REPRESENTATIVE:

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

AA. CONTRACTOR'S STATUS:

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

BB. SOLE AGREEMENT:

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

CC. SEVERABILITY:

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

DD. NOTICES:

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

If to the County:

Chief Procurement Officer
Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

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

EE. GEORGIA OPEN RECORDS ACT:

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

MINIMUM SPECIFICATIONS

SCOPE OF WORK

The Department of Watershed Management is seeking a vendor to provide salt, ferric chloride, and liquid ferric sulfate in bulk quantity to be used for the production of sodium hypochlorite.

A. SPECIFIC REQUIREMENTS:

1. Salt, Bulk
   The product must comply with AWWA Standards with the following addition: The delivery trailer must be dedicated to salt only. The content analysis of the product should meet the following minimum requirements:

NACL Dry Weight basis 99.4%	Wet weight 96.4% minimum
Calcium Sulfate	.10% maximum
Magnesium Chloride	.06% maximum
Calcium Chloride	.08% maximum
Magnesium Sulfate	.02% maximum
Insoluble	.10% maximum
Moisture (as H_2O)	3.0% maximum
Lead	.0007% maximum
Copper	.0003% maximum
Iron	.002% maximum

2. Ferric Chloride, Bulk

   Delivery shall be in approximately 3,500-4000 gallon tank trucks and be accompanied by a Certified Lab Analysis meeting the minimum specification of 30 percent to 45 percent iron available by weight, specific gravity 1.2 to 1.5, with not less than 95 percent of total iron content to be in the ferric state. Pumping into the storage tank is the responsibility of the vendor.

3. Liquid Ferric Sulfate

   Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.8% ferric iron and not more than 14% ferric iron, all soluble.

   Liquid Ferric sulfate shall have the following chemical properties:

Ferric iron	12.3 -14.0%
Ferrous iron	0.2% max
Free Acid (as% H2504)	0.1% max.
% Insoluble	0.1% max.

   Liquid Ferric sulfate shall not have the following impurities:

Arsenic	1 mg/kg
Cadmium	1 mg/kg
Chromium	5 mg/kg

Lead	1.0 mg/kg
Mercury	0.2 mg/kg
Selenium	5 mg/kg
Silver	11 mg/kg
Nitrites (AS N)	75 mg/kg
Total organic Carbon	15 mg/kg
Nickel	40 mg/kg
Beryllium	1.0 mg/kg
Thallium	10.0 mg/kg
Calcium	320 mg/kg
Copper	25 mg/kg
Zinc	10 mg/kg
Manganese	300 mg/kg
Barium	6 mg/kg
Chloride	100 mg/kg
Fluoride	60 mg/kg
Titanium	150 mg/kg
Nitrates (AS N)	75 mg/kg
Sodium	1000 mg/kg
Molybdenum	15 mg/kg
Antimony	1.0 mg/kg
Cyanide	1.0 mg/kg
Magnesium	350mg/kg
Total Nitrate and Nitrite (AS N)	150 mg/kg

B. GENERAL REQUIREMENTS:

1. Delivery locations are as follows:

   a. Scott Candler Water Treatment Facility located at 4830 Winters Chapel Rd. Doraville, GA 30360
   b. Snapfinger Wastewater Treatment Facility at 4124 Flakes Mill Rd Decatur, Ga 30034

2. The driver is responsible for safely offloading the product into a dedicated storage container.

3. The storage tank must be identified by the plant operator at the time of delivery.

4. The product shall be blown or pumped from the trailer into the storage container.

5. The driver shall have the proper adaptor to connect to the storage tank.

6. The driver is responsible for cleanup of any spills at delivery. Delivery time should be between 7:00 am and 5:00 pm Monday thru Friday except County holidays.

7. A bill of lading and chemical analysis must be presented to the plant operator before the driver starts the offload process.

8. All deliveries must be completed within forty-eight (48) hours after a purchase order has been issued.

BID SCHEDULE					
ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Salt	1200	Ton	$_____	$_____
2	Ferric Chloride	1500	Dry Ton	$_____	$_____
3	Ferric Sulfate	1200	Dry Ton	$_____	$_____

BID ACKNOWLEDGEMENT FORM

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

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

- **Bidder acknowledges addendum(s): No. 1____, No. 2____, No. 3____ (If Applicable)**
- Bidder acknowledges that this bid is valid for 90 days from and including the bid opening date. _____(Initial)
- Bidder acknowledges that bid meets or exceeds minimum specifications. Any deviation from minimum specifications must be explained, in detail, by bidder as to how the bid does not meet the exact specifications. _____(Initial)
- 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 complete and will be subject to rejection.

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

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

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

Bid Page No.	Title	Check This Box If Included With Bid
21	Bid Acknowledgement Form*	
22	Required Documents Checklist	
23	Contractor Reference and Release Form*	
24	Subcontractor Reference and Release Form, if applicable**	
26	Contractor Affidavit*	
27	Subcontractor Affidavit, if applicable**	
30-36	LSBE - Exhibits A and/or B of Attachment G*	

***If these mandatory forms are not completed and submitted with the bid, the bidder may 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, may result in the bidder being deemed non-responsive.**

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

_____ _____

Printed Name Signature

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed_____ Title_____
(Authorized Signature of Bidder)

Company Name _____Date _____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed_____ Title_____
(Authorized Signature of Bidder)

Company Name _____Date _____

ATTACHMENT D

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

(1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: [1]

a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;

b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and

c. the affidavit shall become a part of the covered contract and must be attached.

(2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contactor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.

(3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

(4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.

(5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.

(6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

[1] O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

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

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

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

_____
Federal Work Authorization
Enrollment Date

_____
Title of Authorized Officer or Agent of Bidder

_____
Identification Number

_____
Printed Name of Authorized Officer or Agent

_____
Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

_____
Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

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

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

_____
Federal Work Authorization
Enrollment Date

_____
Title of Authorized Officer or Agent of Bidder

_____
Identification Number

_____
Printed Name of Authorized Officer or Agent

_____
Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

_____
Notary Public
My Commission Expires: _____

ATTACHMENT G
LSBE INFORMATION
WITH EXHIBITS A – C

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE 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 Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

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) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

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 dollar value shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

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 B." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal.

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 are also required to certify that all 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 may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as "Exhibit C".

For eligible bids over $5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

EXHIBIT A

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

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

PRIME BIDDER/PROPOSER_____
SOLICITATION NUMBER: **ITB 16-100751**
TITLE OF UNIT OF WORK – **Water Treatment Chemicals-Salt**

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

2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) 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 financial participation to be provided by the LSBE, MBE or WBE joint venture firm.

   _____

   _____

4. List the LSBE, MBE, and/or WBE 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 dollar value. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

EXHIBIT A, CONT'D

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount 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 demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, 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 and the amount of the quoted price if one was obtained.
5.			Efforts were 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.
6.			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.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

EXHIBIT A, CONT'D

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 other 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 Purchasing and Contracting Department, Contract Compliance Division at (404) 371-6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Purchasing and Contracting Department, Contract Compliance Division is available on our website at http://www.dekalbcountyga.gov/.

EXHIBIT A, CONT'D

DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION MINORITY/WOMEN BUSINESS ENTERPRISE 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, CONT'D

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 County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

_____

Firm's Officer: _____
(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this ____ day of_____, 201__.

_____
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.
3. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
4. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

To:_____
(Name of Prime Contractor Firm)

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

ITB Number: ITB 16-100701

Project Name: Water Treatment Chemicals-Salt (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 Commence Date	% of Contract Award	Estimated Dollar Amount

Prime Contractor	Sub-Contractor
Signature:_____	**Signature:**_____
Title:_____	**Title:**_____
Date:_____	**Date:** _____

FORM 7B, Rev 10 16 15

PRIME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract, all information must be filled in or form will be returned to you.

This report must be submitted with each request for payment, & not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application). Failure to comply may result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, & denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR			Contract Award Amount	% Complete to Date
Name:				
Address:				
Telephone #:	Fax#:	Email:		

REPORTING PERIOD: (From – To)	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT NAME & LOCATION:	

AMOUNT OF REQUISITION THIS PERIOD: $_____

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: $_____

TOTAL AMOUNT REQUISITIONED TO DATE: $_____

SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ *(Signature)* _____ *(Printed Name)* Date: _____

Completed Form by email: admin-ops@dekalbcountyga.gov

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

404-371-7051 (phone)

EXHIBIT C-1

FORM C, Rev 10 16 15

LSBE SUB-CONTRACTOR UTILIZATION REPORT

Please complete a separate form for each contract, all information must be filled in or form will be returned to you.

This report must be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments received from the Prime Contractor associated with their contract. Failure to comply may result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB – CONTRACTOR			Sub-Contract Award Amount	% Complete to Date
Name:				
Address:				
Telephone #:	Fax#:	Email:		

PRIME CONTRACTOR:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT NAME & LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: $_____

Reporting Period (From – To)	Description of Work	Current Amount Invoiced	Amount Paid This Period	Amount Paid to Date
TOTALS				

Executed By: _____ (Signature) _____ (Printed Name) Date: _____

Return Completed Form by email: peadmin-ops@dekalbcountyga.gov
DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-7051 (phone)

ATTACHMENT H

NEW EMPLOYEE TRACKING FORM

Name of Bidder_____

Address_____

Email_____

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

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

ATTACHMENT I

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No._____

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

CONTRACTOR OR BENEFICIARY INFORMATION:

_____
Contractor or Beneficiary Name (Signature)

_____
Contractor or Beneficiary Name (Printed)

_____
Title

_____
Telephone

_____
Email

_____
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
   DeKalb Residents: _____ Non-DeKalb Residents: _____

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

ATTACHMENT J

BUSINESS SERVICE REQUEST FORM

Please note: Please complete one form for each position that you have available.

DATE: _____ **FEDERAL TAX ID:**_____

COMPANY NAME: _____

WEBSITE: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: _____

CONTACT PHONE: _____ **CONTACT FAX:** _____

CONTACT E-MAIL ADDRESS: _____

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

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE:_____ **TARGET START DATE:**_____

WEEKLY WORK HOURS: **20-30 hours** ☐ **30-40 hours** ☐ **Other** ☐

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM ☐ **TEMP** ☐ **TEMP-TO-PERM** ☐ **SEASONAL** ☐

PUBLIC TRANSPORTATION ACCESSIBILITY **YES** ☐ **NO** ☐

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

☐**CREDIT** ☐**DRUG** ☐**MVR** ☐**BACKGROUND** ☐**OTHER** _____

Please return form to:

Business Relations Unit (First Source)
774 Jordan Lane Bldg. #4
Decatur, Ga. 30033
Phone: (404) 687-3400
FirstSourceJobs@dekalbcountyga.gov