



## Department of Purchasing and Contracting

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

October 26, 2020

### INVITATION TO BID (ITB) NO. 20-101279

#### FOR

### ROOF REPLACEMENT AT VARIOUS DEKALB COUNTY FIRE STATIONS

#### DEKALB COUNTY, GEORGIA

Procurement Agent: Jennifer Schofield

Phone: 404.687.4042

Email: [jjschofield@dekalbcountyga.gov](mailto:jjschofield@dekalbcountyga.gov)

**Mandatory DeKalb First LSBE Meeting:** October 28, 2020, November 4, 2020  
4572 Memorial Drive, Decatur, Georgia 30032

(Bidders must attend 1 meeting on either of the dates listed in person or via video conference.)  
Main Conference Room - A  
(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"

**Mandatory Pre-Bid Conference and Site Visits:** November 12, 2020, 11:00 AM, Fire Station No. 6 - 2342 Flat Shoals Road, Atlanta, GA 30316

Deadline for Submission of Questions: 5:00 P.M. ET, November 17, 2020

Bid Opening: 3:00 P.M. ET, November 23, 2020

Price Schedule Opening: 3-5 Business Days after 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?</b> Yes ____ No ____	<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.

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## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **20-101279, Roof Replacement at Various DeKalb County Fire Stations** from responsible bidders.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	October 26, 2020
<b>Mandatory DeKalb First LSBE Meeting:</b> <b>(Bidders must attend 1 meeting on either of the dates listed.)</b>	October 28, 2020, November 4, 2020 4572 Memorial Drive, Decatur, Georgia 30032 Main Conference Room - A (Meetings are held at 10:00 a.m. and 2:00 p.m.)
<b>Mandatory Pre-Bid Conference and Site Visits:</b>	November 12, 2020, 11:00 AM, Fire Station No. 6 - 2342 Flat Shoals Road, Atlanta, GA 30316
Deadline for Submission of Questions:	5:00 P.M. ET, November 17, 2020
Bid Opening:	<u>3:00 P.M. ET, November 23, 2020</u>
Price Schedule Opening:	3-5 days after 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  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor

Decatur, Georgia 30030, not later than **3:00 P.M. ET, November 23, 2020**

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

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

#### 2. CONTACT PERSON:

The contact person for this bid is **Jennifer Schofield, Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the

contact person **via email at [jjshofield@dekalbcountyga.gov](mailto:jjshofield@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. **MANDATORY PRE-BID CONFERENCE AND SITE VISIT**

A mandatory pre-bid conference and site visit will be held at **11:00 AM. on November 12, 2020** at Fire Station No. 6 - 2342 Flat Shoals Road. Bidders are **required** to attend and participate in the mandatory pre-bid conference and site visits. Bidders shall sign in at the mandatory pre-bid meeting and site visit as proof of attendance. Only the Bidder or its authorized representative or employee shall sign in at the mandatory pre-bid meeting and site visit. For individual firms planning to bid as a yet to be formed joint venture, a representative from each firm is required to attend and sign in. Failure of a Bidder to attend or sign in at the mandatory pre-bid conference and site visit, will be cause for rejection of Bid. For information regarding the mandatory pre-bid conference and site visits, please contact Jennifer Schofield via email at [jjshofield@dekalbcountyga.gov](mailto:jjshofield@dekalbcountyga.gov). **Please note that due to the current COVID-19 Pandemic, Face Masks are required at the Pre-Bid Meeting and subsequent Site Visits. In addition, social distancing will be required. If you are experiencing a fever, flu-like symptoms or general malaise, please DO NOT ATTEND.**

4. **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 November 17, 2020.**

5. **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](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 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/pdf/supplierList.pdf>
- 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 our LSBE Program representatives, at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) or (404) 371-4770.

14. 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 WorkSource DeKalb at [www.dekalbworkforce.org](http://www.dekalbworkforce.org) or 404-687-3400.

15. Attention to General Terms and Conditions

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

16. Required Signatures

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

17. Ethics Rules

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.

## **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 C - 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 **"20-101279, Roof Replacement at Various DeKalb County Fire Stations"** 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 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. 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. DELIVERY:**

1. Delivery of services or goods will commence within 10 days of the date of the Notice To Proceed .

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.

- \_\_\_\_\_  
2. 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..

**D. 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:

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

**E. WARRANTY AND/OR GUARANTY:**

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE**: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

**F. 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.

## **G. 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.

## **H. 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.

## **I. 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.

## **J. PRICING:**

1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.
2. 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.

## **K. 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:

a. Original invoice(s) must be submitted to the department requesting services.

Fire Rescue Services  
1950 West Exchange Place  
Tucker, GA 30084  
ATTN: Chief Jason Smith

b. 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.

#### **L. 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.

#### **M. 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.

#### **N. 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.

#### **O. 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 those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

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.

#### **P. 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.

#### **Q. 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.

#### **R. 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.

#### **S. 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.

#### **T. 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.

#### **U. 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.

#### **V. 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.

#### **W. 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.

#### **X. 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.

#### **Y. 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.

#### **Z. 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.

#### **AA. 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  
Malloof 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.

**BB. 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.

**CC. DEKALB COUNTY, GEORGIA'S TITLE VI POLICY STATEMENT**

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

# **MINIMUM SPECIFICATIONS**

## **INTRODUCTION**

DeKalb County is seeking bids from qualified Flat Roof installers. There are six stations that require new roofs that include Fire Stations 4, 6, 18, 19, 20 & 25. Station information can be found in the Locations Section of this ITB. The successful contractor shall have a minimum of 5 years of experience in Roof Replacements as evidenced by the Contractor Reference and Release Form.

## **BACKGROUND**

DeKalb County Fire Rescue Services has a long history of providing excellence in fire and emergency services. At this time, we are looking to replace the roofs at Fire Stations 4, 6, 18, 19, 20 & 25.

## **SCOPE OF WORK**

1. All work is taking place at active fire stations. Special working conditions and restrictions may apply. DeKalb County reserves the right to orchestrate work in cooperation with the contractor to minimize impact to normal County operations. Blocking of entrance doors and bay doors can only occur on a limited basis at pre-specified times to be coordinated with onsite staff.
2. All work at all stations shall be completed within 270 days from the date of the Notice To Proceed.
3. The six fire stations have two different types of roofs. Station's 4, 6 & 25 have an existing ballasted EPD roof system. Stations 18, 19 & 20 have built up roofing. Contractor shall remove roofs and insulation down to building structure.
4. Roof Replacement shall include:
  - Cleaning existing roof of all debris
  - Installation of new half (1/2) inch recovery board
  - Installation of new 0.60 mil PVC flat roofing system
  - Installation of new flashing and new termination bars
  - Installation of drip edge at gutter edges
  - Installation of new gutter and downspouts as required
  - Installation of insulation to meet all current DeKalb County code & energy requirements
  - Adherence to the attached roofing specifications
  - Warranties – Clearly identify what is covered (both labor and materials), in your bid submittal and on the costs on the Price Sheet (Section 1.9)
5. Contractor shall replace damaged or deteriorated roof decking as needed with new comparable material. Fire station's 18, 19 & 20 have a row of 5 skylights each. Alternate pricing shall be provided to remove skylights, infill openings with like decking and roof with new roofing material.
6. Station's 4, 6 & 25 have a vertical wall between the sleeping quarters and the apparatus bay, this vertical wall is to receive 1/2" cover board and vertical roofing membrane including all associated flashing and counterflashing at the apparatus bay wall. Alternate pricing shall be provided to install hat channel and 24 gauge Kynar coated metal wall panels, counterflashing and coping. Details will be discussed at the Mandatory Pre-bid meeting.

7. Environmental testing has been completed at all locations and no asbestos containing material was encountered. Please see attachments for Roof Reports.
8. In advance of any work, the Contractor will submit full specifications, shop drawings, details and manufacturer information for the products and systems proposed for use on County buildings. Dekalb County reserves the right to refuse the use of a particular product, system or manufacturer.
9. The Contractor will be expected to cooperate and comply with the following requirements for the benefit of the project.
  - a. Participation in Pre-Bid Walk-Throughs
  - b. Periodic Progress Meetings
  - c. Periodic inspections to ensure conformance with Manufacturers recommendations.
10. Contractor shall obtain and pay for any required construction permits prior to beginning any work and shall post in an obvious and convenient location at the project site. It is the responsibility of the contractor to schedule all required inspections. Contractors are required to turn in a copy of the fully signed inspection card to the designated County representative at the end of the project.
11. Contractor shall install flashing as required.
12. Contractor shall be responsible for the removal, storage and proper disposal of all material from project. In no case will the contractor be authorized to deposit construction debris or discarded material in any county dumpster.
13. Contractor shall be responsible for the staging of all materials in a location agreed upon by County personnel. The sites are staffed each day however the security of contractor material is not the responsibility of DeKalb County.
14. Contractor will provide daily clean-up at the project location. Contractor will provide necessary protection withing the building against dust and dirt.
15. Contractor will take necessary measures to ensure that no odors or fumes associated with the work will enter the buildings. Means and methods for achieving this protection will vary by location and will be subject to review by the designated County representative.
16. Contractor shall provide a schedule of work for distribution prior to the start of construction. The schedule shall be kept up-to-date by the contractor and provided to the designated County representative for distribution.
17. Submittals, RFI's, ASI's, change order bulletins, proposal requests, materials, products, shop drawings, etc. Submittals must be issued allowing a one-week turn around prior to work commencing. Installations must meet construction specifications and can only be changed through RFI and approved by the designated County representative.
18. If code, specification, unforeseen conditions and/or specification conflicts are found, they shall be documented and forwarded to the designated County representative for review and resolution prior to the initiation of work.
19. Under no circumstances will the contractor begin any changes in the work without written consent by the owner. The designated County representative is the only person authorized to make changes (cost or no cost) on the project.

20. Contractors are to review closeout requirements, expectations and schedule as well as Warranty Procedures.
- Instructions, manuals, guides, charts, training, etc.
  - All punch list items are completed or scheduled for corrections and/or deficiencies.
  - Contractors returns keys.
  - Record drawings (as-builts) including contractors redlines completed. All approved changes, RFI's, ASI's, COB's are to be included within the record set.
  - Guarantee/Warranty requirements are met. Schedule an eleven (11) month walk through with the designated County representative.
  - Roof warranties, reports, records, files and other documents related to construction are in order and turned over to owner.
  - Removal of all contractor's temporary work, cleanup and debris removal completed.
  - Post contract maintenance conditions are understood and arranged.
21. Contractor shall provide Warranty as outlined in the attached specification.
22. Contractor shall be responsible for providing all personnel , equipment, vehicles, tools, and material, needed to complete this job.
23. Contractor shall be responsible for the conduct of their personnel while on County property, all personnel shall conduct themselves in a professional and courteous manner at all times.
24. Contractor shall be liable for any damages caused during the project; items must be replaced with an equivalent or better.
25. Should the inspections determine that the work is substandard or not per code, the Contractor will be notified immediately of the problem and a "stop work" notice will be issued until the problem is resolved.
26. As a representative sample for this project, mandatory site visits will be scheduled at station's 4,6 & 20. If requested, site visits will be coordinated at the remaining locations but are not mandatory to respond to the ITB. **Responding Contractor's shall be expected to provide their own ladder access to any site visits other than the Mandatory Pre-Bid Site Visit.**

27. **Mandatory Pre-Bid Site Visit Schedule:**

A Mandatory Pre-Bid Conference and Site Visit will be conducted on **November 12, 2020 at 11:00 AM on-site at Fire Station No. 6 - 2342 Flat Shoals Road** Any Bidder wishing to submit a response to this ITB **MUST** be in attendance at the date/time location noted above. Failing to attend will deem any response submitted as non-responsive. The schedule of the Mandatory Pre-Bid Site Visits is as follows:

11:00 AM - Fire Station 6- 2342 Flat Shoals Road, Atlanta GA 30316

12:00 PM - Fire Station 20- 2919 Warren Road, Decatur GA 30034

12:30 PM - Fire Station 4- 4540 Flakes Mill Road, Ellenwood GA 30294

**Please note that due to the current COVID-19 Pandemic, Face Masks are required at the Pre-Bid Meeting and subsequent Site Visits. In addition, social distancing will be required. If you are experiencing a fever, flu-like symptoms or general malaise, please DO NOT ATTEND.**

28. Site Locations:

Fire Station 4- 4540 Flakes Mill Road, Ellenwood GA 30294  
Fire Station 6- 2342 Flat Shoals Road, Atlanta GA 30316  
Fire Station 18- 4588 Barclay Drive, Chamblee GA 30339  
Fire Station 19- 3253 Mercer University Drive, Chamblee GA 30341  
Fire Station 20- 2919 Warren Road, Decatur GA 30034  
Fire Station 25 - 7136 Rockbridge Road, Stone Mountain GA 30087

29. Additional Site Visits

While Fire Stations 6, 20 and 4 are part of the **Mandatory Pre-Bid Conference and Site Visit**, it is required the Bidders visit each of the remaining Fire Station locations prior to the submission of the bid. Sites will be available on:

November 16, 2020 – 9:00 AM – 2:00 PM

November 17, 2020 - 9:00 AM – 2:00 PM

Coordination of Site Access during these times is the responsibility of the bidder. You **MUST** contact one of the following persons in order to gain access to a site on the desired date:

Deputy Chief Jason Smith, 404-655-8496; or  
Facilities Coordinator Brad Diodati, 404-587-6418; or  
Captain Terence Wilkes 678-227-1831

Bidders who do not schedule or just show up to the locations will not be authorized access. As these are active fire stations, it is critical your time is scheduled in advance to accommodate crew requirements.

## **TECHNICAL SPECIFICATIONS**

### **PVC Roofing System Specification**

#### **SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING**

##### **PART 1 - GENERAL**

###### **1.1 RELATED DOCUMENTS**

**A. Provisions of the Contract and of the Contract Documents apply to this Section.**

###### **1.2 DEFINITIONS**

**A. Roofing Terminology:** See ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

###### **1.3 PERFORMANCE REQUIREMENTS**

**A. General Performance:** Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.

**B. Refer to form DGS-30-326 "Special Requirements for Low Slope Roofing Membranes" for additional requirements.**

**C. Material Compatibility:** Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.

**D. Roofing System Design:** Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7.

**1. Corner Uplift Pressure:** Per building code and values indicated on Drawings.

**2. Perimeter Uplift Pressure:** Per building code and values indicated on Drawings.

**3. Field-of-Roof Uplift Pressure:** Per building code and values indicated on Drawings.

**E. FM Approvals Listing:** Provide membrane roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.

**1. Fire/Windstorm Classification:** Class 1A-60.

**2. Hail Resistance:** MH.

**F. Static Uplift Testing:** In addition to wind uplift requirements, system tested per FM 4474, UL 580 or UL 1897.

**G. Accelerated Weathering Test:** Demonstrate physical integrity over the working life of the roof based upon 2,000 hours of exposure to accelerated weathering tests conducted in accordance with ASTM G 152, ASTM G 155 or ASTM G 154.

**H. Impact resistance:** Resist impact damage based on the results of tests in accordance with ASTM D 3746, ASTM D 4272, CGSB 37-GP-52M, or the “Resistance to Foot Traffic Test” in Section 5.5 of FM 4470.

**I. Solar Reflectance Index:** Not less than 90 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.

## **1.4 ACTION SUBMITTALS**

**A. Product Data:** For each type of product indicated.

**B. Shop Drawings:** For roofing system. Include plans, elevations, sections, details, and attachments to other work.

1. Base flashings and membrane terminations.
2. Tapered insulation, including slopes.
3. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

**C. Installation Instructions:** Provide manufacturer’s current printed instructions for installation of materials and systems proposed. Address conditions of projects including concrete deck preparation, required weather and temperature conditions for installation, and all roofing system components.

**D. Samples for Verification:** For the following products:

1. Sheet roofing, of color specified, including T-shaped side and end lap seam.
2. Substrate board.
3. Roof insulation.
4. Walkway pads or rolls.
5. Vinyl termination bars.
6. Substrate fasteners.

## **1.5 INFORMATIONAL SUBMITTALS**

**A. Qualification Data:** For qualified Installer and manufacturer.

**B. Manufacturer Certificates:** Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

1. Submit evidence of compliance with performance requirements.

**2. Materials Certification:** Provide to the Architect the roofing manufacturer's certification that materials being furnished comply with specified ASTM and approved standards. The Architect shall receive a copy of the certification and give it to the Owner's full-time roofing inspector ("Roof Inspector") before roofing materials may be installed.

a. Certification shall be received with roofing materials delivered to job site as well as emailed prior to material delivery to purchaser.

b. The Architect shall give a copy of the certification to the Owner's representative at the final inspection.

**C. Product Test Reports:** Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of membrane roofing system.

**D. Research/Evaluation Reports:** For components of membrane roofing system.

**E. Warranties:** Sample of special warranties.

## **1.6 CLOSEOUT SUBMITTALS**

**A. Maintenance Data:** For roofing system to include in maintenance manuals delivered via flash drive submittal.

**B. Warranties:** Special warranties specified in this Section.

## **1.7 QUALITY ASSURANCE**

**A. Owner's Full Time Roofing Inspector:** The Owner will retain a full time "Roof Inspector" as specified in the General Conditions. The Contractor shall schedule and coordinate work of the "Roof Inspector" and his own forces.

1. The Roofing Inspector shall check all materials and application procedures and prepare a daily written report covering such items as: the weather conditions, deck conditions, materials stored, and installation procedures. A copy of the daily report shall be given to the Contractor.

**B. Manufacturer Qualifications:** A qualified manufacturer that is UL listed for membrane roofing system identical to that used for this Project.

**C. Installer Qualifications:** A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty. Installer must be in good credit standing with membrane roofing system manufacturer.

**D. Source Limitations:** Obtain components including roof insulation and fasteners for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.



**E. Exterior Fire-Test Exposure:** ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. All material data sheets pertaining to exterior fire test exposure as completed by third party testing verification shall be submitted via flash drive.

**F. Preinstallation Conference:** Conduct conference at Project site of the Contractor, roofing installer, representative of roofing system manufacturer, and representatives of trades involved in or affected by the installation and its coordination with other materials and installations that have preceded or will follow. Advise Architect and Owner of scheduled meeting date. Review methods and procedures related to roofing system including, but not limited to, the following:

1. Meet with owner, architect, owner's insurer if applicable, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review materials certification and procedures.
3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
5. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
6. Review structural loading limitations of roof deck during and after roofing.
7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
8. Review governing regulations and requirements for insurance and certificates if applicable.
9. Review temporary protection requirements for roofing system during and after installation.
10. Review roof observation and repair procedures after roofing installation.

**G. Inspection Reports of Roofing Manufacturer's Representative:** Roofing manufacturer's representative shall inspect the work and provide copies of his inspection reports to the Architect and the Owner. The Installer shall notify manufacturer's representative of intended start date & schedule of roofing work.

1. The Installer and Roofing manufacturer's representative shall inspect the substrate surfaces (deck) to receive roofing system prior to beginning installation.
2. The roofing manufacturer's representative shall inspect the work no less than three times (startup, in-progress, and end-of-installation warranty inspection) during the application of the system & submit copies of inspection reports to the Architect & Owner within 7 days of the inspection.

#### **H. Pre-Final Inspection Survey:**

- 1. The Architect shall notify the Owner, Contractor and Roofing Contractor (in writing) that he has inspected the roof and finds it sufficiently complete to permit a roofing survey. In no case shall the survey be made earlier than forty days before the Final Inspection.**
- 2. The Owner shall engage the services of an experienced, independent roof survey inspection service or laboratory, to survey the roof. The service shall use infrared or nuclear moisture detection methods, except if the method used requires roof probes or cuts, it shall not void the Contractor's two-year guarantee and the Manufacturer's Standard Warranty/Guarantee.**
- 3. The Roofing Contractor shall cooperate and assist the inspection service by making and repairing any required cores, test cuts, or probes in such a way that Manufacturer's and Contractor's Warranty/ Guarantees are not voided.**
- 4. A copy of the survey report shall be delivered to the Owner no later than ten days before the final inspection. Also, copies of all survey reports shall be delivered to the Owner, Architect, Contractor and Roofing Contractor.**
- 5. The Owner shall pay for the service except that if the survey shows roofing deficiencies caused by improper materials, poor workmanship, or Contractor negligence, the Contractor, at his expense, shall repair or replace the roof and provide additional surveys Review until the roofing work complies with the contract documents. All corrective work shall be completed before the final inspection.**
- 6. Acceptance of the roofing system shall be contingent on a roofing survey report that indicates the presence of no detrimental amount of moisture; for example, moisture that would cause a significant lowering of the thermal resistance of the roof; etc.**

#### **I. Final Inspection Survey:**

- 1. The following items must be presented to the Owner's representative at the final inspection:**
  - a. A copy of General Contractor's and Roofing Contractor's two year guarantee.**
  - b. A copy of the Roofing Manufacturer's Warranty/Guarantee.**
  - c. A copy of the Roofing Manufacturer's certification that roofing materials comply with specified ASTM Standards.**
  - d. Copies of the "History of Roofing Installation," Sample Form "A"; and "Roof Information Worksheet - Single Membrane Roofing," Sample Form "E." The Architect shall obtain forms from the Owner and complete all applicable items.**

**2. Remind the Owner of his responsibility to maintain and to inspect the roof at the following times:**

- a. Semi-annually, as a condition of the roofing guarantee and State's maintenance policy.**
- b. Between nine months and one year, closing the General Contractor's one year guarantee.**
- c. Before the two year guarantee expires.**

#### **1.8 DELIVERY, STORAGE, AND HANDLING**

**A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.**

**B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.**

- 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.**

**C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.**

**D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.**

#### **1.9 PROJECT CONDITIONS**

**A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements, materials certification and procedures at final inspection.**

#### **1.10 WARRANTY**

**A. Manufacturer's Warranty: Manufacturer's form, without monetary limitation (NDL or "no dollar limit"), in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.**

**1. Manufacturer's Single Source Warranty includes roofing membrane, base flashings, roofing accessories, roof insulation, fasteners, cover boards, substrate board, walkway products and other components of membrane roofing system.**

**2. Warranty Period: 20 years from date of Substantial Completion, no dollar limit, with 15 years that includes consequential damages, material and labor, with 5 additional years that include materials and labor.**

## **PART 2 - PRODUCTS**

### **2.1 PVC MEMBRANE ROOFING**

**A. PVC Sheet: ASTM D 4434, Type III, fabric reinforced, 60 mil minimum, minimum 28 mil above scrim, minimum polyester scrim 14 threads by 18 threads per inch, weft inserted. Material PVC above scrim and below scrim same material, same color. Membrane accessories reinforced scrim deck sheet, same materials as deck sheets.**

**1. Manufactured Roof System: PVC membrane deck sheets shall be constructed as a custom fabricated roofing system with deck sheets assembled by the manufacture prior to shipping (or approved equal). Accessories (curbs, pipe flashings, pitch pans, scuppers, wall flashings and all other accessories) shall be premanufactured, single source by roofing membrane manufacturer prior to shipping.**

**2. Thickness: 60 mils, nominal.**

**3. Exposed Face Color: White.**

**4. Physical Properties:**

**a. Breaking Strength: 250 lbf, ASTM D 751, grab method.**

**b. Elongation at Break: 20 percent; ASTM D 751.**

**c. Tearing Strength: 50 lbf; ASTM D 751, Procedure B.**

**d. Resistance to Heat Aging: 90 percent minimum retention of breaking strength at elongation and breaking; ASTM D 3045.**

**e. Linear Dimension Change: 0.5 percent maximum; ASTM D 1204.**

### **2.2 AUXILIARY MEMBRANE ROOFING MATERIALS**

**A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.**

**1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.**

**2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59,**

**Subpart D (EPA Method 24):**

**a. Plastic Foam Adhesives: 50 g/L.**

**b. Gypsum Board and Panel Adhesives: 50 g/L.**

- c. Multipurpose Construction Adhesives: 70 g/L.**
- d. Fiberglass Adhesives: 80 g/L.**
- e. Single-Ply Roof Membrane Adhesives: 250 g/L.**
- f. Other Adhesives: 250 g/L.**
- g. PVC Welding Compounds: 510 g/L.**
- h. Adhesive Primer for Plastic: 650 g/L**
- i. Single-Ply Roof Membrane Sealants: 450 g/L.**
- j. Nonmembrane Roof Sealants: 300 g/L.**
- k. Sealant Primers for Nonporous Substrates: 250 g/L.**
- l. Sealant Primers for Porous Substrates: 775 g/L.**

**B. Sheet Flashing:** Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet membrane.

**C. Bonding Adhesive:** Manufacturer's standard.

**D. Metal Termination Bars:** Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.

**E. Metal Battens:** Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, pre-punched.

**F. Fasteners:** Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470 and acceptable to membrane roofing system manufacturer.

**G. Miscellaneous Accessories:** Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

## **2.3 SUBSTRATE BOARDS**

**A. Substrate Board:** Provide one of the following:

- 1. ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch (13 mm) thick.**
- 2. ASTM C 1278/C 1278M, cellulosic-fiber-reinforced, water-resistant gypsum substrate, 1/2 inch (13 mm) thick.**

**B. Size:** 4 feet wide x 4 feet long for adhered applications. 4 feet wide x 8 feet long for mechanically fastened applications.

**C. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion resistance provisions in FM Approvals 4470.**

## **2.4 ROOF INSULATION**

**A. General: Preformed roof insulation boards manufactured or approved by membrane roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Approvals-approved roof insulation.**

**1. Provide non-treated wood blocking, specified in Division 6 Section "Rough Carpentry," as required for roofing system manufacturer's approved installation details. Provide blocking required by roofing system manufacturer in excess of blocking indicated on Drawings at no additional cost to Owner.**

**B. Size: 4 feet wide x 4 feet long. 2 feet wide x 2 feet long minimum.**

**C. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class I, Grade 3, felt or glass-fiber mat facer on both major surfaces.**

**D. Tapered Insulation: Provide factory-tapered insulation boards fabricated to obtain a final slope of at least 1/8 inch per 12 inches (1:96) unless otherwise indicated.**

**E. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated, but no less than 1/8 inch per 12 inches and no less than 1/16" per 12 inches in valleys.**

## **2.5 INSULATION ACCESSORIES**

**A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.**

**B. Cold Fluid-Applied Adhesive: Adhesive system and application shall be approved for FM 1-90 systems minimum, but not less than required for the indicated roof FM fire/windstorm classification. Provide one of the following types of cold fluid-applied adhesive formulated to adhere roof insulation to substrate**

**1. Bead-Applied Insulation Adhesive: Insulation manufacturer's recommended bead applied, low-rise, one- or multi-component urethane adhesive formulated to attach roof insulation to substrate or to another insulation layer.**

**2. Full-Spread Applied Insulation Adhesive: Insulation manufacturer's recommended spray-applied, low-rise, two-component urethane adhesive formulated to attach roof insulation to substrate or to another insulation layer.**

**C. Cover Board: Provide one of the following, subject to compliance with terms of warranty.**

**1. ASTM C 1289, Type II, Class I, exceeding Grade 3, high density, closed-cell, polyisocyanurate foam core with coated glass-fiber mat facer on both major surfaces, with maximum 3% water absorption by weight per ASTM C 473; mold-resistant per ASTM D 3273, minimum 100 psi compressive strength per ASTM D 1621, 1/4 or 1/2 inch thick as standard with manufacturer. R-value minimum of 2.5 for 1/2-inch or 1.2 for 1/4-inch.**

**a. Firestone “Isogard HD Cover Board.”**

**b. Johns Manville “Invinsa.”**

**c. Carlisle “SecurShield HD.”**

**d. Duro-Last “Duro-Guard HD ISO”**

## **2.6 ASPHALT MATERIALS**

**A. Roofing Asphalt: ASTM D 312, Type III or Type IV.**

**B. Asphalt Primer: ASTM D 41/D 41M.**

## **2.7 WALKWAYS**

**A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, PVC, slip-resisting, walkway pads, with “Safety Yellow” edges, produced by membrane roofing system manufacturer.**

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

**A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:**

- 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.**
- 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.**
- 3. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.**

**B. Proceed with installation only after unsatisfactory conditions have been corrected.**

### **3.2 PREPARATION**

**A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.**

**B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.**

**C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.**

**D. For hot mopped asphalt installations, tape or strip in material at open joints between precast concrete roof deck units, between such units and perimeter walls, and similar openings per roofing system manufacturer recommendations and as approved by the Architect to prevent dripping to interior of the building.**

### **3.3 SUBSTRATE BOARD**

**A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.**



**B. Mechanically Fastened Substrate Board (Metal Deck):** Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.

**1. Mechanically fasten substrate board to steel deck to resist uplift pressure at corners, perimeter, and field of roof according to IBC, ASCE-7 design pressure.**

### **3.4 INSULATION INSTALLATION**

**A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.**

**B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.**

**C. Install preformed insulation shapes - saddles, crickets, tapered edges – where indicated and as required for effective drainage.**

**D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.ripping to interior of the building.**

**E. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.**

**1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.**

**F. Adhered Insulation:** Install each layer of insulation and adhere to substrate with hot asphalt as follows:

**1. Prime surface of concrete deck with asphalt primer at rate of 3/4 gal./100 sq. ft. and allow primer to dry.**

**2. Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.**

**3. Apply asphalt at the rate of 25 lbs. per 100 sq. ft. minimum over the entire surface to which the insulation is to be adhered. Increase application rate where recommended by manufacturer.**

**4. Walk in the boards after installation to ensure a proper bond.**

**G. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and secure to roofing assembly in a uniform coverage of full-spread insulation adhesive or in ribbons of bead-applied insulation adhesive.**

### **3.5 ADHERED MEMBRANE ROOFING INSTALLATION**

**A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Thermoplastic Roof Assembly Design Guidelines."**

**1. Install roofing system TP-I-A-S, according to roof assembly identification matrix and roof assembly layout illustrations in NRCA's "The NRCA Roofing and Waterproofing Manual" and to requirements in this Section.**

**B. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.**

**1. Install sheet according to ASTM D 5036.**

**C. Start installation of membrane roofing in presence of membrane roofing system manufacturer's technical personnel.**

**D. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.**

**E. Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.**

**F. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeter of roofing.**

**G. Apply membrane roofing with side laps shingled with slope of roof deck where possible.**

**H. Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.**

**1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.**

**2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.**

**3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.**

**I. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.**

### **3.6 BASE FLASHING INSTALLATION**

**A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.**

**B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.**

**C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.**

**D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.**

**E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.**

### **3.7 WALKWAY INSTALLATION**

**A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.**

### **3.8 FIELD QUALITY CONTROL**

**A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.**

**B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.**

**1. Notify Architect and Owner 48 hours in advance of date and time of inspection.**

**C. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements. Repair or remove and replace roofing system where ponding occurs in excess of specified requirement.**

**D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.**

### **3.9 PROTECTING AND CLEANING**

**A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.**

**B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.**

**C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.**

### **3.10 ROOFING WARRANTY**

**WHEREAS**

**of (Address)**

**herein called the "Contractor," has provided roofing and associated "work" on the following project:  
Owner:**

**Address:**

**Name of Building:**

**Address:**

**Area of Work: Date of Acceptance:**

**Warranty Period: Date of Expiration:**

**Roofing Contractor:**

**Address:**

**AND WHEREAS Contractor has contracted directly with the Owner to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.**

**NOW THEREFORE the (General) Contractor shall maintain the entire roof system in a completely water- tight condition at no cost to the Owner for two (2) years from date of final acceptance; except this water- tight guarantee shall not be enforced when the Contractor can prove water damage was caused by the Owner.**

**This guarantee covers the roofing membrane and flashing, metal flashing, parapet coping, and properly detailed penetrations of the roofing membrane for such things as stacks, curbs, and expansion joints which exist when the work is performed.**

**The Roofing Contractor shall guarantee its materials and workmanship associated with the roofing, flash- ings, and sheet metal work incidental to the work required under the roofing subcontract, against defect due to faulty materials or workmanship for a period of two (2) years from the date of completion of such work. It is understood and agreed by all parties hereto that the responsibility of the roofing contractor under this guarantee form or any contract document shall be limited to the limited guarantee herein ex- pressed by said roofing contractor.**

**The undersigned named Owner for the County agrees, from the date of acceptance of the project, to maintain the roof in accordance with the manufacturer's written requirements and agrees to avoid dam- age to the roof surface by any parties under his control working or walking on the roof. The Owner recognizes his responsibility to inspect the roof semi-annually.**

**IN WITNESS THEREOF, this instrument has been duly executed this**

**\_\_\_\_\_ day of, 20\_.**

**ATTACHMENT A  
PRICE SCHEDULE**

**\*\*\*NEW – 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.\*\*\***

The Bid amounts specified herein are for fixed price work, which includes all prices for equipment labor and materials required to perform the work specified in this Invitation to Bid				
	Qty	UOM	Unit Price	Total Price
<b>Fire Station No. 4</b>				
Labor, Materials and Supervision to replace the Roofing	1	LS		
Installation of new Gutter and downspouts	1	LS		
Labor, Materials and Supervision to install 1/2" cover board & vertical roofing membrane at apparatus bay wall	1	LS		
<b>Fire Station No. 6</b>				
Labor, Materials and Supervision to replace the Roofing	1	LS		
Installation of new Gutter and downspouts	1	LS		
Labor, Materials and Supervision to install 1/2" cover board & vertical roofing membrane at apparatus bay wall	1	LS		
<b>Fire Station No. 18</b>				
Labor, Materials and Supervision to replace the Roofing	1	LS		
Installation of new Gutter and downspouts at Fire Station	1	LS		
<b>Fire Station No. 19</b>				
Labor, Materials and Supervision to replace the Roofing	1	LS		
Installation of new Gutter and downspouts	1	LS		

Fire Station No. 20				
Labor, Materials and Supervision to replace the Roofing	1	LS		
Installation of new Gutter and downspouts	1	LS		
Fire Station No. 25				
Labor, Materials and Supervision to replace the Roofing	1	LS		
Installation of new Gutter and downspouts	1	LS		
Labor, Materials and Supervision to install 1/2" cover board & vertical roofing membrane at apparatus bay wall	1	LS		
Total Base Bid (all Fire Stations)				
<b>Additional Costs:</b>	Qty	UOM	Unit Price	Total Price
Installation of 1/2" recovery board		SF		
Installation of insulation		SF		
Replace damaged or deteriorated roof decking		SF		

Alternates:	Qty	UOM	Unit Price	Total Price
Delete cover board and vertical wall membrane from above. Provide all Labor, Material and Supervision to install new 24 gauge Kynar coated metal wall panels (color to match existing brick) with new 24 gauge Kynar coated counterflashing & coping on ½" x 1 ¼" 20 gauge hat channel installed horizontally on 16" centers. Hat channel is to be fastened with masonry anchors at Fire Station 4	1	LS		
Delete cover board and vertical wall membrane from above. Provide all Labor, Material and Supervision to install new 24 gauge Kynar coated metal wall panels (color to match existing brick) with new 24 gauge Kynar coated counterflashing & coping on ½" x 1 ¼" 20 gauge hat channel installed horizontally on 16" centers. Hat channel is to be fastened with masonry anchors at Fire Station 6	1	LS		
Delete cover board and vertical wall membrane from above. Provide all Labor, Material and Supervision to install new 24 gauge Kynar coated metal wall panels (color to match existing brick) with new 24 gauge Kynar coated counterflashing & coping on ½" x 1 ¼" 20 gauge hat channel installed horizontally on 16" centers. Hat channel is to be fastened with masonry anchors at Fire Station 25	1	LS		
Labor, Materials and Supervision to remove skylights, infill opening and provide roofing at Fire Station 18	1	LS		
Labor, Materials and Supervision to remove skylights, infill opening and provide roofing at Fire Station 19	1	LS		
Labor, Materials and Supervision to remove skylights, infill opening and provide roofing at Fire Station 20	1	LS		
BIDDER COMPANY NAME:				

**ATTACHMENT B**  
**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 C**  
**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>
3	One (1) Original and Two (2) Copies of the entire ITB	
37-39	Price Schedule (separate sealed envelope)	
40	Bid Acknowledgment Form	
41	Required Documents Checklist*	
42	Contractor Reference and Release Form	
43	Subcontractor Reference and Release Form, if applicable** <b>(including LSBE Subcontractors)</b>	
45	Contractor Affidavit*	
46	Subcontractor Affidavit, if applicable**	
49-55	LSBE - Exhibits A and/or B of Attachment G*	
56	First Source Jobs Acknowledgement Form*	
57	New Employee Tracking 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

\_\_\_\_\_  
Company Name

**ATTACHMENT D**  
**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 E**  
**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 F**  
**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.

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<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.]

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
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 <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit 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 via email at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov) or (404) 371-4770.



## 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: **20-101279**

TITLE OF UNIT OF WORK – **Roof Replacement at Various DeKalb County Fire Stations**

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</b> Meeting 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):

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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) or (404) 371-4770.

## **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:

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(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.

To: \_\_\_\_\_

(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

☐ LSBE –DeKalb   ☐ LSBE –MSA  
(Check all that apply)

ITB Number: 20-101279

Project Name: Roof Replacement at Various DeKalb County Fire Stations

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**  
**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**(WITH EXHIBITS 1 – 4)**

**EXHIBIT 1**  
**FIRST SOURCE JOBS ACKNOWLEDGMENT FORM**

**Contract No.** \_\_\_\_\_

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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

Please answer the following questions:

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

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



**EXHIBIT 2**  
**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: \_\_\_\_\_

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

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

**EXHIBIT 3  
BUSINESS SERVICE REQUEST FORM**

**FIRST SOURCE JOBS ORDINANCE INFORMATION**

**note:** We need one form completed for each position that you have available.

**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 Solutions Unit (First Source)**

**774 Jordan Lane Bldg. #4**

**Decatur, Ga. 30033**

**Phone: (404) 687-3400**

**FirstSourceJobs@dekalbcountyga.gov**

**EXHIBIT 4**  
**EMPLOYMENT ROSTER**  
**DeKalb County**

[illegible]