



**Department of Purchasing and Contracting**

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

**January 11, 2021**

**INVITATION TO BID (ITB) NO. 20-101322**

**FOR**

**TRAFFIC CALMING MAINTENANCE  
(THREE (3) YEAR MULTIYEAR CONTRACT)**

**DEKALB COUNTY, GEORGIA**

Procurement Agent: Angel Frazier  
 Email: amfrazier@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: **January 13 or January 20, 2021**  
 (Bidders must attend 1 meeting on either of the dates listed.) (Meetings are held at 10:00 a.m. and 2:00 p.m.)  
 For attendance instructions, utilize the following link:  
<https://www.dekalbcountyga.gov/purchasing-contracting/general-information>

Deadline for Submission of Questions: 5:00 P.M. ET, January 27, 2021  
 Bid Opening: 3:00 P.M. ET, February 12, 2021 (via **ZOOM TBD**)  
 Price Schedule Opening: 3 – 5 Business days after Bid Opening  
 Validity of Bid: 90 Days

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

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

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## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **Traffic Calming Maintenance (Three (3) Year Multiyear Contract)** from responsible bidders.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

<b>Date Issued:</b>	<b>January 11, 2021</b>
<b>Mandatory DeKalb First LSBE Meeting:</b> (Bidders must attend 1 meeting on either of the dates listed.)	<b>January 13 <u>or</u> January 20, 2021</b> For attendance instructions utilize the following link: <a href="https://www.dekalbcountyga.gov/purchasing-contracting/general-information">https://www.dekalbcountyga.gov/purchasing-contracting/general-information</a> (Meetings are held at 10:00 a.m. and 2:00 p.m.)
<b>Deadline for Submission of Questions:</b>	<b>5:00 P.M. ET, January 27, 2021</b>
<b>Bid Opening:</b>	<b><u>3:00 P.M. ET, February 12, 2021</u></b>
<b>Price Schedule Opening:</b>	3 – 5 Business days after Bid Opening
<b>Bids Valid Until:</b>	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

**\*\*\* 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. Any pricing included in the bid package (original or copies) will cause the bidder to be deemed non-responsive.

#### 2. CONTACT PERSON:

The contact person for this bid is **Angel Frazier, 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 [amfrazier@dekalbcountyga.gov](mailto:amfrazier@dekalbcountyga.gov). Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined in the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. Questions must be submitted no later than 5:00 pm EST on January 27, 2021.

4. ADDITIONAL INFORMATION/ADDENDA:

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

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## INVITATION TO BID PROCEDURES

### A. BIDDER INFORMATION:

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

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

9. Expenses of Preparing Responses to this ITB

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

10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. 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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.

b. **It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply with, complete and submit all LSBE forms with the Bidder's response in order to be responsive to the bid.** Attendance 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/general->

[information](#) .

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

14. First Source Jobs Information

- a. 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.
- b. First Source Jobs Information Exhibit 1-2 should be completed and submitted with Bidder's response.
- c. 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

- a. Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.
- b. To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value

to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

#### 18. Business and Professional Licenses

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

#### **B. BID SUBMITTAL:**

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A – Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder’s name and “**ITB No. 20-101322 for Traffic Calming Maintenance Motors (Three (3) Year Multiyear Contract)**” on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

#### **C. CONTRACT AWARD:**

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The County’s intention is to award to one bidder; however, the County reserves the right to award by line item or make 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.



**GENERAL TERMS AND CONDITIONS**

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

**C. DELIVERY:**

Delivery of services is required within three (3) hours upon request.

Bidder state agreement:                      Yes \_\_\_\_\_                      No \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_                      Cellular Number: \_\_\_\_\_

Address:  
\_\_\_\_\_

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

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

**All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 7:00 A.M. and 5:00 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller’s telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.**

**D. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:**

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

**E. FOREIGN PRODUCTS:**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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**F. COUNTY REQUIREMENT:**

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

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

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of six (6) months. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

**H. SAMPLES & TESTING:**

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

**I. LITERATURE:**

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

**J. SILENCE OF SPECIFICATIONS:**

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

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

**L. TERM:**

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"). As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**M. PRICING:**

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

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

3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to

the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030.

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

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

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Contractor or authorized delegate and must contain the authorizing a unique invoice number specific to the project, the DeKalb County Purchase Order (PO), and the Contract Purchase Agreement (CPA) Number in order for payment to be processed. The PO Number must also be on the delivery ticket, if applicable.
2. As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed the amounts listed below:
  - a. County shall pay the Contractor an amount not to exceed \_\_\_\_\_ for the initial year of the agreement.

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

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

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

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

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

With a copy to the County Representative(s) listed below or to any other authorized designee from the department requesting the work:

Public Works – Roads & Drainage  
727 Camp Road  
Decatur, GA 30032  
Attention: Travis Cherry

- 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).

- c. Notices must be submitted to:

Chief Financial Officer  
DeKalb County Department of Finance  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

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

**O. ACCURACY OF WORK:**

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

**P. ADDITIONAL WORK:**

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

**Q. OWNERSHIP OF DOCUMENTS:**

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

**R. RIGHT TO AUDIT:**

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

**S. SUCCESSORS AND ASSIGNS:**

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any

such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

**T. REVIEWS AND ACCEPTANCE:**

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

**U. TERMINATION OF AGREEMENT:**

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

**V. INDEMNIFICATION AGREEMENT:**

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

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

**W. INSURANCE:**

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) Bodily Injury and Property Damage Liability (each occurrence) - \$1,000,000



- (2) Fire Damage - \$250,000
  - (3) Medical Expense (any one person) - \$10,000
  - (4) Personal & Advertising Injury - \$1,000,000
  - (5) General Aggregate - \$5,000,000
  - (6) Products & Completed Operations - \$2,000,000
  - (7) Damage to Rented Premises (each occurrence) - \$100,000
  - (8) 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.

1. 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, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

3. Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
5. Contractor is obligated to comply with any revisions to the County’s insurance requirements.
6. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor’s obligation to maintain such coverage.

**X. GEORGIA LAWS GOVERN:**

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

**Y. VENUE:**

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

**Z. COUNTY REPRESENTATIVE:**

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

**AA. CONTRACTOR'S STATUS:**

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

**BB. SOLE AGREEMENT:**

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

**CC. SEVERABILITY:**

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

**DD. NOTICES:**

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

**If to the County:** Chief Procurement Officer  
Department of Purchasing and Contracting  
Maloof Administration Building

1300 Commerce Drive, 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.

**EE. GEORGIA OPEN RECORDS ACT:**

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

**FF. 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).

**GG. COOPERATIVE AGREEMENT**

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

Agree to extend to other public procurement entities: Yes \_\_\_ No \_\_\_

**[END OF GENERAL TERMS AND CONDITIONS]**

## **MINIMUM SPECIFICATIONS**

### **A. BACKGROUND AND OBJECTIVE:**

1. The County has identified various traffic calming maintenance projects throughout the County conforming to DeKalb County Transportation standard.
2. Contractor shall furnish all transportation, shipping, materials, supplies, parts, equipment, apparatus, services, testing, inspection, tools, supervision labor, engineering, technical knowledge, skills and all things necessary to provide annual service for Traffic Calming Maintenance in accordance with the following specifications. The projects to be assigned by the County under this contract include but are not limited to the installation, marking and repair of asphaltic speed tables, center islands, splitter islands, traffic circles, bike lane striping and edge of pavement narrowing striping on residential streets throughout DeKalb County.
3. Contractor shall develop a schedule and scope of work, phased geographically, using the current projects conforming to the DeKalb County Transportation standard for reference.

### **B. GENERAL CONDITIONS:**

#### **1. Standards, Permits and Licenses**

The Contractor shall:

- a. Observe and comply with County Ordinances on construction work and time restrictions on major streets and intersections. Such ordinances and affected streets will be interpreted and identified by the County at pre-construction meetings.
- b. Be responsible for providing all permits required, remain compliant with any regulatory agency in order to perform work under the specifications, and pay any fees associated with obtaining permits or licenses required when work encroaches a public highway.
- c. Provide copies of any environmental permits to the Public Works Department, Roads and Drainage Division.
- d. Conform to the safety regulations of the current National Industrial Occupational Safety and Health (NIOSH) Standards and Occupational Health and Safety Act (OSHA) requirements.
- e. Ensure that sidewalk, gutter and curb construction conform to the Georgia Department of Transportation (GDOT), Standard Specification for Construction of Roads and Bridges, 1993 Edition, and Supplemental for construction of Roads & Bridges, 1997 Edition except as modified.

#### **2. Work Schedule**

- a. The normal DeKalb County business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday; however, many County facilities are operated on a 24 hour per day, seven (7) days per week

basis, with operating personnel on duty. Contractor may be allowed access during times other than the above hours.

- b. Contractor shall coordinate all work so that County services are not adversely impacted. Work shall not prevent DeKalb County from meeting service obligation to the Public.
- c. Contractor shall notify Robert Johnson via email at [rjohnson1@dekalbcountyga.gov](mailto:rjohnson1@dekalbcountyga.gov) and/or via telephone at (678) 758-6676 to obtain permission to begin work. Work shall be scheduled at least 24 hours in advance when possible. County service demands shall dictate work schedules.

### 3. On-Site Pre-Bid Inspections

Any drawings supplied by the County are assumed to be accurate; however, the Contractor is responsible for field checking all measurements.

### 4. Pre-Construction and Project Meetings

The successful Bidder shall, upon the receipt of a DeKalb County Purchase Order, shall contact Robert Johnson at (678) 758-6676 or via email: [rjohnson1@dekalbcountyga.gov](mailto:rjohnson1@dekalbcountyga.gov), to arrange a pre-construction meeting for the purpose of clarifying and coordinating start date, scope of work, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-construction meeting is held. If the scope of work warrants; the County shall reserve the right to regular site inspections and may schedule project meetings to monitor and measure work progress. Once a meeting requirement is established, the Contractor shall assign the same people to attend the meeting and such people shall be duly authorized to function as agents for the Contractor and shall be empowered to make decisions and resolve disputes. All underground installations prior to the covering shall be inspected by the County.

Upon review and approval of the scope of work, and schedule, the County shall issue the Contractor a notice to proceed based on bid unit prices. The County will provide minimal design for the entire project listed.

### 5. Materials, Services, and/or Equipment Furnished By County

Materials, equipment or services which are to be furnished by the County will be provided on a timely basis if possible, so as to not delay work; however, work to be done by the Contractor and requiring materials, equipment or services provided by the County, shall commence when the Contractor has received all items and services that were to be supplied by the County, and permission to start has been given.

### 6. Site Conditions

- a. Contractor shall be responsible for obeying the Roads and Drainage Division's policies regarding the use of parking spaces (a copy will be provided to Awardee(s)). Contractor will not be permitted to block driveways or loading docks during business hours.
- b. Contractor shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies and parts shall be neatly stored in a designated area near the work

site in full compliance with NIOSH and OSHA regulations. Contractor shall erect appropriate barricades and signs route pedestrian traffic around job site.

- c. Contractor shall be responsible for providing toilet facilities and fresh drinking water at remote sites where such facilities are not available.
- d. Contractor shall be responsible for daily removal of rubbish, mud and construction debris from paved drives, sidewalks, parking lots and public roads as work progresses. Contractor shall also repair any landscaping damage by these employees, contractors or sub-contractors during the life of the project (see Landscaping Repairs below).

**7. Landscaping Repairs**

- a. In the event damage occurs to County or private property landscaping by Contractor, or their sub-contractor/agent, Contractor shall be responsible for repair of damaged landscape.
- b. Contractor shall maintain existing contours in the work area.
- c. All disturbed areas shall be graded, smoothed and seeded with Kentucky 31 fescue, or approved equal, at the rate of 250 pounds per acre. Contractor shall replace any bushes, flowers or trees killed or damaged with like kind. Initial fertilizing, watering and straw shall be included.

**8. Field Checking Drawings and Estimates**

Any drawings or linear footage estimates supplied by the County are assumed to be accurate, however; Contractor is responsible for field checking all locations including electrical, gas, water, sewer and petroleum piping, structural elements and measurements, prior to construction.

**9. Materials and Material Storage**

Where applicable, equipment and materials shall be delivered to County jobsite in manufacturer’s original container with labels intact and shall be secured from theft, protected from weather and stored off the ground. Contractor shall comply with manufacturer’s recommendations on product handling storage and protection unless otherwise instructed by duly authorized County Representatives.

**10. Additional Work**

In the event that additional work not contained in the minimum specifications is required, such work must be duly authorized *in advance* and in writing, by the County at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, completion time, and justification for the work in question. In all cases, Contractor shall notify the County of any cost over-runs before the occurrence. Verbal approval between County Representative(s) and Contractor’s agents shall not be binding.

## 11. Disagreements

Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials, and construction thereof, then the following shall govern. The decisions of the Director of the DeKalb County Department or Division controlling this project, (or of the designated DeKalb County environmental inspector), shall be final and conclusive and binding upon all parties. Payment shall be made for undisputed work and final payment will be made after completion of all work under this contract and final acceptance by DeKalb County.

### C. TRAFFIC CALMING CONSTRUCTION REQUIREMENTS

1. All work shall conform to the GDOT Standard Specification for Construction of Road and Bridges, 1993 Edition, and the Supplemental Specifications. The contractor must also comply with the Sedimentation Act of 1975; the Manual for Erosion and Sediment Control in Georgia, 1992 Third Edition as revised in 1994 and 1995; the Manual on Uniform Traffic Control Devices for Streets and Highway, 2000 Edition; the American Society for Testing Materials (ASTM), 1981 Edition; and the American Association of State Highway and Roads and Drainage Officials (AASHTO), 1990 Edition. The above listed specifications may be reviewed in the Department of Public Works.
2. No construction work or maintenance work shall be done within the traffic lane of major streets or intersections from the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday (Article I, In General, Sec 23.2 of the County Ordinance on Construction Work on major streets, intersections and time restrictions). The County will provide a list of applicable streets. This section shall not apply to emergency repairs.
3. It shall be the Contractor's responsibility to:
  - a. Supply all labor, materials and equipment necessary for each project, with exception of any County furnished materials, equipment, or services.
  - b. Conform to all requirements of the specifications as they relate to cooperation with the utility location that exists on site.
  - c. Coordinate projects with any work to be performed by the utility owner or others in any right-of-way clearance and arrange a schedule of operations that shall allow for the completion of the project without any undue delay. The Contractor shall not be compensated for any delay or damage caused by the utilities, obstruction or any other items not being removed or relocated to clear constructions in advance of their work.
  - d. Protect driveways, sidewalks, curbs and catch basins during construction. Damaged or broken sidewalks, curbs and catch basins caused by the Contractor shall be replaced or repaired at the Contractor's expense, restoring it to the condition prior to the damage caused by the Contractor.



- e. Use considerable care in protecting the riding surface of all roadways. Gouges, edge failures and curb damage shall be corrected to the satisfaction of the County at the Contractor's expense.
  - f. Maintain the flow of traffic at all times during construction by permitting at least one lane of traffic to move through the construction site. All flagmen, warning signs, barricades and lights necessary to control the traffic and protect the public, shall be furnished by the Contractor. Traffic control devices shall be in accordance with The Manual on Uniform Traffic Control Devices for Streets and Highway, 2000 Edition.
  - g. Be responsible for the proper expeditious disposal of all sidewalks, concrete and granite curb demolished at the site. The above shall be disposed of legally in an approved landfill at the expense of the Contractor.
  - h. Ensure all fill areas are well-compacted per GDOT standards and when in a slope area they shall be benched at six-inch (6") vertical lifts.
4. Claims for, but not limited to, the following incidentals will not be considered for additional compensation by the County and should be included in unit bid pricing as applicable:
- a. Items that must be removed during construction and are not specifically shown to be paid for shall be removed and the cost is considered to be incidental.
  - b. Base and pavement restoration outside of and/or above the approved limit, as directed by the County or as shown on plans furnished by the County, pertaining to pavement that shall be replaced in-kind or with concrete depending upon the area of the excavation. **Costs associated with restoration within the approved limit should be included in the bid price for Line Item No. 8.**
  - c. Any encountered rock excavation shall not be measured separately for payment.
  - d. Grading work including, but not limited to, excavation burrowing, hauling and compaction as necessary to complete the work.
5. The County will issue and assign work as often as possible on a geographic basis in order to minimize mobilization costs to the Contractor.

**D. ASPHALTIC CONCRETE SPEED TABLES**

1. Install Asphalt Speed Tables

*NOTE:* Detailed drawings A and B provided on pages 29 and 30 are informational and for bid purposes only. These drawings represent typical installations to be required under this contract and are included as references for preparing bid prices for installation of speed tables for Line Item No. 1. Drawings will be prepared by the County and provided to the Contractor on a project by project basis as work is assigned. FOR BIDDING PURPOSES ONLY, use a 27" pavement width on Line Item No. 1.

2. Procedures for installing Asphaltic Concrete Speed Tables shall be as follows:

- a. Immediately prior to construction, the Contractor shall thoroughly clean the designated location of all dirt, loose stone and other debris to the satisfaction of the engineer.
- b. The designated location shall be tacked, in accordance with section 413 of the GDOT Standard Specification, at the rate to be determined by the Engineer. Special care shall be taken to avoid spraying the bituminous tack coat on adjacent curbs, driveways and miscellaneous structures. Contractor(s) shall be responsible for all clean up should overspray occur.
- c. Concrete cap blocks shall be set in a straight line. Unless otherwise approved, all cap block placement must start at the centerline extending out. Blocks shall have a rating of 3000 PSI in accordance with ASTM C33-04, Lightweight Aggregates and ASTM C90-05, Load Bearing Concrete. Upon request, the Contractor shall provide DeKalb County with appropriate documentation of certification/heating. Blocks shall be provided on demand to DeKalb County for testing purposes. All blocks not in compliance with the specifications shall be removed and repaired in compliance with our repairing contract, at no cost to DeKalb County.
- d. Contractor shall place 9.5 mm Asphaltic Concrete (SP Level A) to the lines and grades specified for the Speed Table. The placing and rolling operation shall be such that the concrete cap blocks are not displaced, the required compaction is achieved and the final profile and thickness within ¼" tolerance will be removed and replaced by the Contractor at no additional cost to DeKalb County.
- e. The Contractor shall schedule the work such that installation at the particular location is completed by the end of the day on which it is started. Speed tables extending across only one lane will not be permitted to be left overnight. Tapers shall be one foot (1') from edge of pavement (EOP) on all road widths of twenty-two feet (22') or less. On road widths of 22' or greater, the taper shall be six inches (6") from (EOP).

3. Remove Asphalt Speed Tables

The Contractor shall be responsible for the complete removal of cap blocks as well as asphaltic concrete, leaving the road in good driving conditions. Any damage to the underlying road shall be repaired by the Contractor.

4. Speed Table Markings

The marking for Asphaltic Concrete Speed Tables shall be as follows:

- a. The Contractor shall be responsible for proper cleaning of dust, dirt and debris on the roadway prior to applying material.
- b. The Contractor shall be responsible for furnishing and installing pavement markings for each speed control district and all pavement markings shall be laid out by the Contractor.

- c. All pavement markings shall be thermoplastic and shall contain glass sphere for reflectivity. Dry markings shall have a thickness of 90 mils.
- d. Certification of thermoplastic material shall meet Georgia DOT specification section 653, Thermoplastic Traffic Stripe.

5. Speed Table Signage

Signage for Asphaltic Concrete Speed Tables shall be as follows:

- a. The Contractor shall remove sign faces and/or posts as indicated on each design drawing. Cutting post at ground level will not be acceptable. Post shall be totally removed.
- b. At a minimum, a Contractor shall place one (1) “Residential Speed Control District” sign at the entrance to each established district and one (1) “Speed Humps Ahead” warning sign “15 MPH” Advisory Speed Plaque, in advance of a series of speed tables in each direction unless otherwise instructed by the County. Additional signs such as “Speed Humps” (above a two-headed arrow denoting cross street); Warning Signs “15 MPH”; Advisory Speed Plaques may be required. The Contractor shall place and be compensated for each sign.
- c. Posts shall be driven into the ground and shall not be set in concrete.
- d. Signs shall be placed by Contractor or Sub-Contractor no sooner than forty-eight (48) hours before table installation and not later than eight (8) hours after speed table installation.
- e. Each sign post bolt shall be made theft-proof. The two (2) common methods are hammering down the threads or alternating the thread to prevent removal of bolts.

**E. TRAFFIC ISLANDS**

1. Remove Traffic Islands Pay Item

- a. The Contractor shall be responsible for the complete removal of concrete curbing and earth fill, leaving the road in good driving condition.
- b. Steel dowels used to secure the curb to the pavement shall be cut flush to the pavement surface and shall be made smooth using a mechanical grinder, if necessary, to ensure that no hazard remains for motorists and pedestrians. The pavement surface should be swept clean. Any damage to the underlying road shall be repaired by the Contractor.
- c. The cost for removing sign faces and sign posts shall be paid for separately.

2. Installing Traffic Island

The procedure for installing the Traffic Islands shall be as follows:

- a. Immediately prior to construction, the Contractor shall thoroughly clean the designated location of all dirt, loose stone and other debris to the satisfaction of the Engineer.

- b. Contractor shall install Concrete Doweled Integral Curb (Type 7) in accordance with GDOT Standard 9023B on the existing pavement surface. In addition to the requirements set forth on this standard, weep holes are to be provided at the base of the curb to promote drainage. Specifically, seven (7) inch long  $\frac{3}{4}$ " nominal diameter (1.050" outside diameter), Schedule 40 PVC conduits are to be placed three (3) feet on center. Any part on the PVC conduit that extends above the one (1) inch high vertical face of the curb into the inclined face of the curb should be removed using a mechanical grinder, if necessary, so that no hazard remains. Care should be taken, so as to not allow any concrete into the PVC conduit.
  - c. When installing weep holes, aggregate encapsulated in contractor-grade landscaping fabric shall be installed to promote drainage.
  - d. When it is necessary to cut the asphalt pavement to install curbing at splitter islands and medians, the Contractor shall be required to saw out the asphalt in order to establish a clean line. Cost of saw-cutting is to be included in the bid price for header curbs and gutters.
3. Traffic Island Markings

The marking for Traffic Islands shall be as follows:

- a. The Contractor shall be responsible for proper cleaning of dust, dirt and debris on the roadway prior to applying materials.
  - b. The Contractor shall be responsible for furnishing and installing pavement markings for each speed control district.
  - c. All pavement markings shall be laid out by the Contractor, be thermoplastic and contain glass sphere for reflectivity. The dry markings shall have a thickness of 90 mils. Certifications of thermoplastic materials shall meet GDOT Standard Specification Section 653, Thermoplastic Traffic Stripe.
4. Traffic Island Signage

The signage for the Traffic Islands shall be as follows:

- a. The Contractor shall remove sign faces and/or post as indicated on each Project Specific Design Drawing. Sign posts shall be cut flush to the pavement surface and shall be made smooth using a mechanical grinder, if necessary, to ensure that no hazard remains for motorist and pedestrians.
- b. At a minimum the Contractor shall place one (1) "Residential Speed Control District" sign at the entrance to each established district and one (1) Keep Right Symbol Regulatory Sign (R4-7) or one (1) Narrow Keep Right Symbol Regulatory Sign (R4 – 7C) at each end of each traffic island.
- c. Sign posts shall be installed in a prepared hold as per GDOT Standards Specification Section 646. The hole in the pavement surface shall be made using an appropriately sized hole-saw.

- d. Signs shall be placed by Contractor or Sub-Contractor in advance of the traffic island installation no later than eight (8) hours after traffic island installation. Traffic cones shall be provided at each end of every traffic island after traffic island installation, until signs are installed.
- e. Each sign post bolt shall be made theft-proof. The two (2) common methods are hammering down the threads or alternating the thread to prevent removal of bolts.

5. Repair of Asphalt Speed Tables

- a. Work shall begin within fourteen (14) calendar days from date of request and proceed without undue delay until work is completed.
- b. Tack Coat: The entire milled area, including the sidewalks, shall be tack-coated with an approved material in accordance with Section 413 of the GDOT Standard Specifications.
- c. Patching: Patch material, specifically 9.5 mm asphaltic concrete (SP Level A) shall be placed in the milled area and compacted using hand or mechanical methods as approved by the Engineer. Special care should be taken in placing the material to ensure that the grade of the compacted asphalt surface is flush with the grade of the existing asphalt surface of the speed hump. Due to high traffic, Contractor shall pave one-half of the speed hump at a time to allow sufficient cooling of the new asphalt (to prevent rutting) when necessary.

**F. QUALIFICATIONS REQUIREMENTS:**

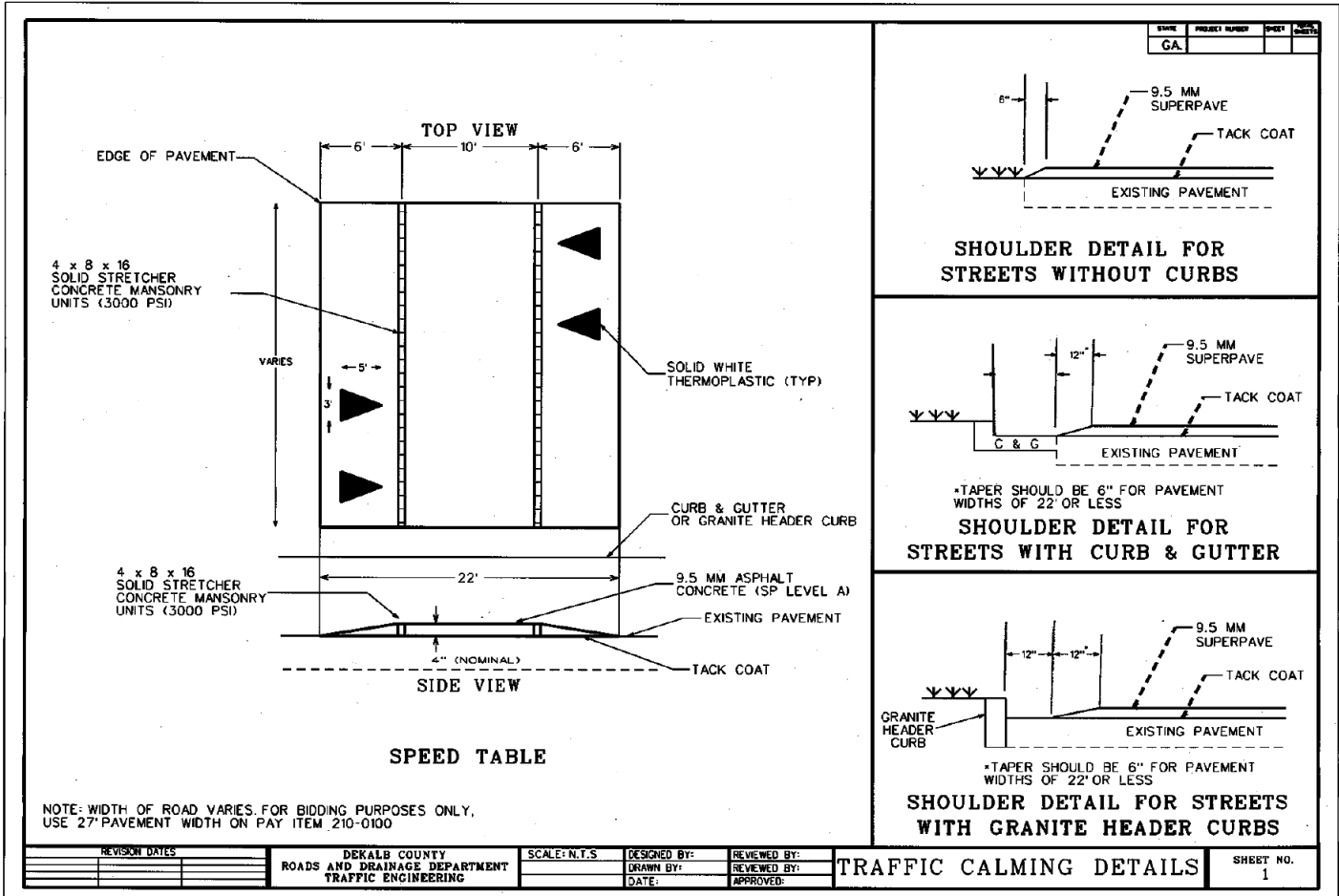
The Contractor shall:

- 1. Provide at least three (3) references for projects similar in size and scope to the project specified herein using the Contractor Reference and Release Form attached hereto as Attachment B.
- 2. Have a minimum of five (5) years of experience in the construction of asphaltic concrete speed table, curbs gutters and sidewalks. Only Contractors who in the opinion of the County are sufficiently experienced with the type of work listed, are reputable, have an established business facility, and have the labor force sufficient to satisfactorily perform the required work to completion will be considered. Bidders not meeting these requirements may be deemed non-responsible.

**[END OF MINIMUM SPECIFICATIONS]**

DRAWINGS

A. Speed Table



...All-in-One Traffic Calming Details.dgn 2/13/2012 9:14:07 AM

B. Traffic Calming Details

**BIKE LANE**

$W_b$  - 7.0' TO 5.0' ASPHALT LANE IF ROLL CURB OR CURB & GUTTER  
 4.0' TO 3.5' ASPHALT LANE IF GRANITE/HEADER CURB  
 4.0' TO 5.0' ASPHALT LANE IF NO CURB

**SPLITTER NARROWING ISLAND**

$W_c$  - 18.0' ASPHALT LANE IF ROLL CURB OR CURB & GUTTER  
 11.0' ASPHALT LANE IF GRANITE/HEADER CURB  
 $W_x$  - NOT TYPICALLY 28.0' - 35.0' WIDE

---

**CENTER NARROWING ISLAND**

$W_c$  - 18.0' ASPHALT LANE IF ROLL CURB OR CURB & GUTTER  
 11.0' ASPHALT LANE IF GRANITE/HEADER CURB

WIDTH POINT	$W_c$	RADIUS	TAPER
24'	4'	2.0'	25'
25'	5'	2.5'	30'
26'	6'	3.0'	35'
27'	7'	3.5'	40'

**WIDENING FOR SPLITTER NARROWING ISLAND**

---

**TRAFFIC CALMING DETAIL CONCRETE DOWELED TYPE 7 INTEGRAL CURB COUNTABLE CURB**

**TRAFFIC CALMING DETAIL CONCRETE DOWELED TYPE 7 INTEGRAL CURB (COUNTABLE CURB) WITH CONCRETE APRON**

**WIDENING FOR SPLITTER NARROWING ISLAND**

DESIGN DATE: \_\_\_\_\_

DEKALB COUNTY  
ROADS AND DRAINAGE DEPARTMENT  
TRAFFIC ENGINEERING

SCALE: N.T.S.

DESIGNED BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_  
APPROVED: \_\_\_\_\_

**TRAFFIC CALMING DETAILS**

SHEET NO.  
2

Attachment 2

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

<b>PRICE SCHEDULE</b>					
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
1.	Install Asphalt Speed Tables (Humps)	100	EA	\$ _____	\$ _____
2.	Remove Asphalt Speed Tables (Humps)	100	EA	\$ _____	\$ _____
3.	Remove and Install Asphalt Speed Tables (Humps)	100	EA	\$ _____	\$ _____
4.	Remove Traffic Islands	60	EA	\$ _____	\$ _____
5.	Concrete Header Curb, 6-inch, TP2	300	LF	\$ _____	\$ _____
6.	Concrete Curb and Gutter, 6-inch x 24-inch; Modified with 24-inch Back of Curb, Mountable (See Drawing)	1500	LF	\$ _____	\$ _____
7.	Concrete Header Curb, 6-inch, TP7	1000	LF	\$ _____	\$ _____
8.	Class B Concrete, Base or Pavement Widening	300	CY	\$ _____	\$ _____
9.	Adjust Granite Curb to Grade	3000	LF	\$ _____	\$ _____
10.	Remove Sign	30	EA	\$ _____	\$ _____



11.	Galvanized Steel Post TP7	2000	LF	\$ _____	\$ _____
12.	Highway Signs TP1 Materials; Reflector Sheeting TP3	2000	LF	\$ _____	\$ _____
13.	Thermoplastic Solid Traffic Stripe, 5-inch, White	1000	LF	\$ _____	\$ _____
14.	Thermoplastic Solid Traffic Stripe, 5-inch, Yellow	1500	LF	\$ _____	\$ _____
15.	Thermoplastic Traffic Striping, White	1000	SY	\$ _____	\$ _____
16.	Thermoplastic Traffic Striping, Yellow	1000	SY	\$ _____	\$ _____
17.	Highway Signs Reflective Sheeting TP9	750	SY	\$ _____	\$ _____
18.	Solid Traffic Stripe, 5-inch, White	2	LM	\$ _____	\$ _____
19.	Skip Traffic Stripe, 5-inch, White	2	GLM	\$ _____	\$ _____
20.	Thermoplastic Solid Traffic Stripe, 5-inch, White	10	LM	\$ _____	\$ _____
21.	Thermoplastic Solid Traffic Stripe, 5-inch, Yellow	10	LM	\$ _____	\$ _____
22.	Thermoplastic Skip Traffic Stripe, 5-inch, Yellow	10	GLM	\$ _____	\$ _____
23.	Thermoplastic Skip Traffic Stripe, 5-inch, Yellow	5	EA	\$ _____	\$ _____

24.	Thermoplastic Pavement Marking, Arrow TP	1	EA	\$ _____	\$ _____
25.	Thermoplastic Pavement Marking, Arrow TP2	1	EA	\$ _____	\$ _____
26.	Thermoplastic Pavement Marking Symbol	1	EA	\$ _____	\$ _____
27.	Thermoplastic Marking Symbol, TP1	1	EA	\$ _____	\$ _____
28.	Thermoplastic Pavement Marking Word, TP1	1	EA	\$ _____	\$ _____

BIDDER ENTER TOTAL COST FOR LINE ITEMS 1-28

\$ \_\_\_\_\_

**LABOR AND MATERIALS RATES FOR ADDITIONAL WORK NOT SPECIFICALLY LISTED IN ABOVE (SEE SECTION B.12.)**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
29.	Regular time rate; Bidder state regular time hours/days worked by firm _____ _____	HOUR	\$ _____
30.	Overtime labor rate, if different	HOUR	\$ _____
31.	Materials cost mark-up percent above list price		\$ _____

**NOTE TO SUPPLIER**

LF = Linear Feet

EA = Each

TP = Thermoplastic

GLM = Gross Liner Mile

SY = Square Yard

IN- Inch

LM = Linear Mile

**BID ACKNOWLEDGEMENT FORM**

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

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

- **Bidder acknowledges addendum(s): No. 1\_\_\_\_, No. 2\_\_\_\_, No. 3\_\_\_\_ (If Applicable)**
  - Bidder acknowledges that this bid is valid for ninety (90) days from \_\_\_\_\_(Initial) and including the actual bid opening date.
  - Bidder acknowledges that bid meets or exceeds minimum specifications. \_\_\_\_\_(Initial)  
Any deviation from minimum specifications must be explained, in detail, by bidder as to how the bid does not meet the exact specifications.
  - Bidder acknowledgement of Revisions to the above Terms and Conditions:
    - No revisions \_\_\_\_\_(Initial)
- OR**
- There are revisions and they are included with the bid submittal \_\_\_\_\_(Initial)

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

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

**ATTACHMENT A**

**REQUIRED DOCUMENTS CHECKLIST**

Bidder complete and submit the following documents with your bid:

<b>Bid Page No.</b>	<b>Title</b>	<b>Check This Box If Included With Bid</b>
35	Bid Acknowledgement Form*	
36	Required Documents Checklist	
37	Contractor Reference and Release Form	
38	Subcontractor Reference and Release Form, if applicable**	
40	Contractor Affidavit*	
41	Subcontractor Affidavit, if applicable**	
42-50	LSBE - Exhibits 1 and 2 of Attachment G*	
51	New Employee Tracking Form	
52	First Source Jobs Acknowledgement Form	
-	Copy of current, valid business license	

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**ATTACHMENT B**

**CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Bidder)

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

**ATTACHMENT C**

**SUBCONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Bidder)

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

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

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

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

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\* do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT G**

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

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

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

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

Percentage of LSBE Participation Required
20% of Total Award

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

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

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

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

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

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

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

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

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

**EXHIBIT 1**

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

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

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

SOLICITATION NUMBER: **20-101322**

TITLE OF UNIT OF WORK – **Traffic Calming Maintenance (Three (3) Year Multiyear Contract)**

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

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

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

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

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

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

Please attach additional pages, if necessary.

**EXHIBIT 1, CONT'D**  
**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

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

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

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

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**EXHIBIT 1, CONT'D**

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

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

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

**1. Non-Discrimination Policy**

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

**2. Commitment**

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



**EXHIBIT 1, CONT'D**

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

Firm Name (Please Print):

\_\_\_\_\_

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

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 2**

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

Instructions:

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

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

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

**ITB Number:** 20-101322

**Project Name:** Traffic Calming Maintenance (Three (3) Year Multiyear Contract)

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

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

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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



**EXHIBIT 1**

**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

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

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

**CONTRACTOR OR BENEFICIARY INFORMATION:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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

Please answer the following questions:

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

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

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

**EXHIBIT 2**

**BUSINESS SERVICE REQUEST FORM**

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

DATE: \_\_\_\_\_ FEDERAL TAX ID: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_ CONTACT FAX: \_\_\_\_\_

CONTACT E-MAIL ADDRESS: \_\_\_\_\_

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

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

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

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

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM  TEMP  TEMP-TO-PERM  SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES  NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

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

Please return form to:

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



