



**Department of Purchasing and Contracting**

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

**May 6, 2019**

**INVITATION TO BID (ITB) NO. 19-101071**

**FOR**

**CHEMICALS FOR ODOR CONTROL  
(ANNUAL CONTRACT WITH 2 OPTIONS TO RENEW)**

**DEKALB COUNTY, GEORGIA**

Procurement Agent: Crystal Creekmore  
 Phone: (404) 371-2710  
 Email: ccreekmore@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: May 8 or May 15, 2019  
 (Bidders must attend 1 meeting on either of the dates listed.) 4572 Memorial Drive, Decatur, Georgia 30032  
 Main Conference Room - A  
 (Meetings are held at 10:00 a.m. and 2:00 p.m.)  
 Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"

Deadline for Submission of Questions: 5:00 P.M. ET, May 13, 2019  
 Bid Opening: 3:00 P.M. ET, May 23, 2019  
 Price Schedule Opening: 3 – 5 Business days after Bid Opening

<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 **Chemicals for Odor Control (Annual Contract with 2 Options to Renew)** from responsible bidders.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

<b>Date Issued:</b>	<b>May 6, 2019</b>
<b>Mandatory DeKalb First LSBE Meeting:</b> (Bidders must attend 1 meeting on either of the dates listed.)	<b>May 8 <u>or</u> May 15, 2019</b> In-person at 4572 Memorial Drive, Decatur, Georgia 30032 - Main Conference Room - A <u>or</u> via video conferencing (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, May 13, 2019</b>
<b>Bid Opening:</b>	<b><u>3:00 P.M. ET, May 23, 2019</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 **Crystal Creekmore, Senior Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at (404) 371-2710 or via email at [ccreekmore@dekalbcountyga.gov](mailto:ccreekmore@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. 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).

## INVITATION TO BID PROCEDURES

A. **BIDDER INFORMATION:**

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

7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.

8. Bid Withdrawal

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

9. Expenses of Preparing Responses to this ITB

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

10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

11. Bid Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Bid 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/pdf/supplierList.pdf>
- b. **It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply 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/dekalb-first-lsbe-program>.
- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at [fbwilliams@dekalbcountyga.gov](mailto:fbwilliams@dekalbcountyga.gov) or (404) 371-6312.

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. 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

Bidders shall submit a copy of a current, valid company business license with the 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 with Bidder's bid or upon award unless the *Minimum Specifications* require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

**B. BID SUBMITTAL:**

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A – Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **“ITB No. 19-101071 for Chemicals for Odor Control”** 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). The County reserves the right to decide which bid will be deemed lowest, responsive and responsible.
2. The County's intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.



**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 Bidder’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. Bidder extends to the County the option to renew the contract for two (2) additional one year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

**D. DELIVERY:**

Delivery of goods/services will commence within ten (10) calendar days upon request, unless an alternative time-frame is approved by the Designated County Representative.

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

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

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

Address and Normal Business Hours (Days/Times):

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

All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 a.m. and 3:30 p.m., Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior Notice of Delivery to the Department or Division calling in the order and must ask for caller’s telephone number as well as Purchase Order form and address.

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

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

**F. FOREIGN PRODUCTS:**

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

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

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

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**G. COUNTY REQUIREMENT:**

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

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

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

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**I. 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.

**J. 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.

**K. SILENCE OF SPECIFICATIONS:**

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

**L. TERM:**

The Contractor shall commence the Work under this Contract within seven (7) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Contract Effective Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a first annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the first annual Renewal Term, the parties have the option to renew this Agreement for a second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**M. PRICING:**

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

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph L. 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:**

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorized and 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. A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.
3. Invoice(s) must be submitted as follows:
  - a. Original invoice(s) must be submitted to the County Representative(s) listed below or to any other authorized designee from the department requesting the work:
    - DeKalb County Watershed Management  
1580 Roadhaven Drive  
Stone Mountain, GA 30083  
Attn: John Mann, Superintendent of Warehousing  
Email: [jamann@dekalbcountyga.gov](mailto:jamann@dekalbcountyga.gov)
  - b. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalbcountyga.gov/lsbe](http://www.dekalbcountyga.gov/lsbe). 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.dekalbcountyga.gov/lsbe](http://www.dekalbcountyga.gov/lsbe).
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 Indemnities 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 Indemnities 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 Indemnities, 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) Contractual Liability where applicable
- b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products- completed operations), or form(s) providing equivalent coverage.
  - c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
  - d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
  - e. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.
  - f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
  - g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
  - h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
  - i. Certificates to contain the location and operations to which the insurance applies.
  - j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.



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

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

DeKalb County, Georgia  
Director of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 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. COOPERATIVE AGREEMENT**

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

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

**MINIMUM SPECIFICATIONS****A. GENERAL REQUIREMENTS:**

Contractor shall provide Chemicals for Odor Control that comply with the following:

1. Item No. 1 must be industrial strength, non-diluted and in concentrated form. Products may be used in and around County manholes and sewer spills and backup.
2. Odor control agents and neutralizers to be used at the Sanitation Department's Transfer Station should be compatible with the MistAmerica high pressure mist odor control system, 7655 East Evans Road, Suite 7, Scottsdale, AZ 85260.
3. Item Nos. 1, 2 and 4 are as manufactured/distributed by: Zep Manufacturing, 3008 Olympic Industrial Drive, Smyrna, GA 30080, or acceptable equal.
4. Item Nos. 5 and 6 are manufactured/distributed by: Drummond American (Lawson Product Co.), 600 Corporate Woods Parkway, Vernon Hills, IL 60061, or acceptable equal.
5. Further requirements for Item 6 are: "with safety depressant for hydrogen gas, tracer dye, and NaOH solid compounded in aluminiferous mixture."
6. Item No. 7 is to be ordered in the following flavor overtones in more or less equal amounts during the contract period: Vanilla, Citrus, and Floral; all in accordance with Minimum Specifications.
7. Item No. 8 as distributed by Pro Chem, 1475 Bluegrass Lakes Parkway Alpharetta, GA 30004.
8. Item No.9 as manufactured/distributed by Odor Management, Inc., 18-6 East Dundee Road, Suite 101 Barrington, IL 60010.
9. All products must comply with federal, state, and local laws, ordinances, rules and regulations as they apply on date products are delivered.
10. All subsequent specifications and data sheets as provided on pages 21-39.

**B. LINE ITEM NO. 1:** Line Item No. 1 shall be equal to the following specification sheet:



ZEP Manufacturing Company  
 Acuity Specialty Products Group, Inc.  
 P.O. Box 2015  
 Atlanta, GA 30301  
 1-877-I-BUY-ZEP (428-9937)  
 www.zep.com

**Material Safety Data Sheet  
 and Safe Handling and Disposal Information**

**Section 1. Chemical Product and Company Identification**

**Product name** ZEP DEO-3  
**Product Use** Deodorants.  
**Product Code** 1779  
**Date of issue** 04/18/05 **Supersedes** 06/03/94

**Emergency Telephone Numbers** For MSDS Information:  
 Acuity Specialty Products Group, Inc.  
 Compliance Services 1-877-I-BUY-ZEP

**For Medical Emergency:**  
 INFOTRAC  
 (877) 541-2016 Toll Free - All Calls Recorded

**For a Transportation Emergency:**  
 CHEMTREC  
 (800) 424-9300 - All Calls Recorded  
 In the District of Columbia (202) 483-7616

**Prepared by** Compliance Services Group  
 Acuity Specialty Products Group  
 1420 Seaboard Industrial Blvd.  
 Atlanta, GA 30318

00157 B310  
 DEKALB COUNTY SANITATION  
 810 CAMP RD  
 DECATUR GA 30032

Printing date: 06/20/08

**Section 2. Composition, Information on Ingredients**

Name of Hazardous Ingredients	CAS #	% by Weight	Exposure Limits
HEXYLENE GLYCOL; 2-methyl-2,4-pentanediol; 2,4-dihydroxy-2-methylpentane; 1,2-hexanediol	107-41-5	1 - 10	OSHA / ACGIH (United States). CEIL: 25 ppm
NONYLPHENOXY POLY(ETHYLENEOXY) ETHANOL - npe; poly(oxy-1,2-ethanediy), alpha-(nonylphenyl)-omega-hydroxy	9016-45-9	1 - 5	Not established

**Section 3. Hazards Identification**

**Acute Effects** **Routes of Entry** Dermal contact. Eye contact. Inhalation.  
**Skin** Hazardous in case of skin contact (irritant). Direct contact may cause irritation and redness. Skin inflammation is characterized by itching, scaling, or reddening.  
**Eyes** Hazardous in case of eye contact (irritant). Inflammation of the eye is characterized by redness, watering, and itching.  
**Inhalation** Hazardous in case of inhalation. Avoid breathing vapors or spray mists. Over-exposure by inhalation may cause respiratory irritation.  
**Ingestion** DO NOT swallow this product. Can cause gastrointestinal disturbances.  
**NOTE:** MSDS data pertains to the product as delivered in the original shipping container(s). Risk of adverse health effects are lessened by following all prescribed safety precautions, including use of proper personal protective equipment.

HMIS	
Health	2
Physical	1
Reactivity	0
Personal Protection	B

**Carcinogenic Effects** Ingredients: Not listed as carcinogen by OSHA, NTP or IARC.  
**Chronic Effects** Prolonged or repeated contact may dry skin and cause irritation. Repeated or prolonged exposure to spray mist may produce respiratory tract irritation leading to frequent attacks of bronchial infection.  
**See Toxicological Information (section 11)**

**Section 4. First Aid Measures**

**Eye Contact** Check for and remove any contact lenses. In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention immediately.  
**Skin Contact** In case of contact, immediately flush skin with plenty of water. Remove contaminated clothing and shoes. Wash clothing before reuse. Get medical attention if irritation develops.  
**Inhalation** If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention.  
**Ingestion** Do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. If affected person is conscious, give plenty of water to drink. Get medical attention immediately.

Product Code 1779	Material Safety Data Sheet	Product Name ZEP DEO-3
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**Section 16. Other Information**

*To the best of our knowledge, the information contained herein is accurate. However, neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein.  
Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.*



C. LINE ITEM NO. 2:

INDUSTRIAL DEODORANTS BLOCK ZEP MR. BIG II

TYPE: Cylindrically shaped, twenty-pound block of paradichlorobenzene combined with other masking agents formulated for industrial and municipal odor control.

Complete with mesh hanging bag dispenser.

Long Lasting

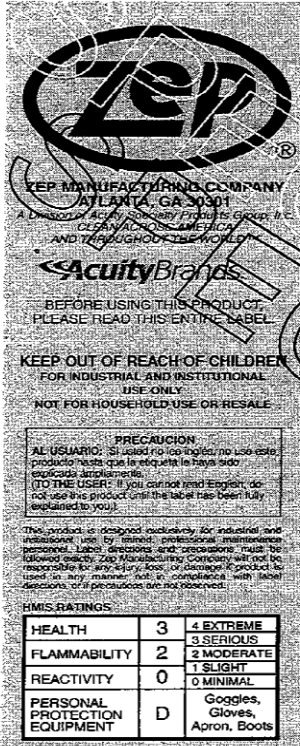
Biodegradable

APPLICATIONS: Odor masking agent for use in large industrial plants, auditoriums, municipal sewage lines, treatment plants, large public restrooms and locker room facilities, garbage chutes in high-rise buildings, and trash storage areas.

SPECIFICATIONS:	Physical Form .....	Block
	Color .....	Yellow-orange OM2T
	Odor .....	Lemon Scent
	Flash Point (TCC) .....	150°F.
	Shelf Life .....	1 year minimum
	D.O.T. Shipping Label .....	None

D. LINE ITEM NO. 3: Line Item No. 3 shall be equal to the following specification sheet:

**ZEP MORADO SUPER CLEANER™**  
**Concentrated extra-heavy-duty purple cleaner and degreaser.**



**MORADO SUPER CLEANER™**  
**EXTRA-HEAVY-DUTY INDUSTRIAL  
 CLEANER AND DEGREASER**

PROD. 0856  
102C

Zep Morado Super Cleaner is a concentrated, economical, alkaline cleaner and degreaser for extra-heavy-duty industrial use. Phosphate free. Quickly removes a wide variety of greasy and carbonaceous soils not readily attacked by ordinary cleaner/degreasers.

**DIRECTIONS:**

**GENERAL INDUSTRIAL APPLICATION:** Dilute 1 part product with 5 to 100 parts hot or cold water; and spray or mop on surface. Allow contact time of 3 to 5 minutes and scrub. Rinse with water.

**SMOKE AND FINE DAMAGE:** Dilute 1 part product with 3 parts hot water. Apply to soot or carbon soils with brush or low pressure spray. Amount of solution required depends upon degree of soil and porosity of the surface. Rinse with water to prevent redeposition of soils.

**INDUSTRIAL FLOORS AND CONCRETE:** Dilute 1 part product with 5 to 20 parts hot water and apply with mop or pressure sprayer. Scrub using a floor machine or deck brush. Allow a contact time of 5 to 10 minutes, but do not allow to dry. Pick-up solution with wet pick-up vacuum; or mop or wipe, or flush to floor drain. Rinse floor thoroughly.

**NOTE:** Avoid contact with painted surfaces, aluminum, and other alkali-sensitive surfaces as damage may occur. Do not allow skin contact; immediately rinse with lots of water if skin contact does occur.

**BIODEGRADABLE:** All detergents used in the manufacture of this product are biodegradable.

Further information on the effects of overexposure is included on the Material Safety Data Sheet, which is available upon request. Zep advocates limiting exposure to all chemical products. Wear tight-fitting, splash-proof safety goggles during product use when eye contact is possible, especially contact lens wears. Wear nitrile, neoprene, natural rubber, or other resistant gloves, alkali-resistant footwear; also wear a face shield and rubber apron whenever splashing can occur. For spray applications, use product in well-ventilated areas only; open windows/doors and use exhaust fans. Remove contaminated clothing promptly and DO NOT rewear until thoroughly cleaned. After handling, wash hands thoroughly with soap and water.

**FIRST AID:**  
**EYES:** Immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention immediately.  
**SKIN:** Immediately flush contaminated skin with plenty of water for at least 15 minutes. Get medical attention immediately.  
**INHALATION:** Move exposed person to fresh air at once. Get medical attention immediately.  
**INGESTION:** If this product is swallowed, DO NOT induce vomiting. If affected person is conscious, give plenty of water to drink. Get medical attention at once.

**DISPOSAL AND/OR SPILL INFORMATION:** As with all cleaning and maintenance procedures, run-off from the cleaning or maintenance process should be diverted to a collection vessel, or, where permitted, to a sanitary sewer (consistent local and state regulations) and not allowed to soak into the ground or to enter a storm sewer. If this product is spilled or contaminated and can not be used, creating the need for disposal, absorb product on an inert absorbent material, such as Zep-O-Zorb, or Zep Super absorbent, and deposit in a clean sealable D.O.T. specification container for disposal as a hazardous waste. Rinse area well with water.

**STORAGE:** Store tightly-closed container in dry area at temperatures between 40°F (4°C) and 120°F (49°C).

**! DANGER!**

Contains sodium hydroxide  
 CAUSES BURNS  
 HARMFUL IF SWALLOWED

CONTACT CAN CAUSE SEVERE SKIN BURNS AND BLINDNESS BY TISSUE CORROSION. DO NOT allow product to contact skin, eyes, or clothing. DO NOT breathe vapors or spray mist. DO NOT swallow this product. Repeated exposure can have cumulative effects.



**E. LINE ITEM NO. 4:** Line Item No. 4 shall be equal to the following specification sheet:

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Zep Morado Super Cleaner is a concentrated, multi-purpose, economical, water-based alkaline cleaner and degreaser. It is designed primarily for extra-heavy-duty industrial use.

<p><b>FEATURES</b></p> <ul style="list-style-type: none"> <li>• Powerful</li> <li>• Biodegradable</li> <li>• Controlled foam</li> <li>• Concentrated</li> <li>• Versatile</li> </ul>	<p><b>BENEFITS</b></p> <ul style="list-style-type: none"> <li>• Formulated for efficient removal of the toughest soils.</li> <li>• All detergents used in the manufacture of this product are biodegradable.</li> <li>• Rinses quickly and completely from cleaned surfaces.</li> <li>• Effective at high dilution ratios for economy.</li> <li>• Product can be applied with a mop, brush, low pressure spray, or automatic scrubbing machine.</li> </ul>
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**NOTE:** Avoid contact with painted surfaces, aluminum and other alkali-sensitive surfaces. Do not allow skin contact. Immediately rinse with lots of water if skin contact does occur.

**APPLICATIONS**

Heavy-duty industrial cleaning applications including carbon, soot and ink removal. Cleans industrial concrete floors and other masonry surfaces, greasy engines and equipment. Not to be used on composition floors.

<ul style="list-style-type: none"> <li>Airport Terminal Services</li> <li>Car Washes</li> <li>Newspapers</li> <li>Service Stations</li> </ul>	<ul style="list-style-type: none"> <li>Amusement &amp; Recreation</li> <li>Cleaning &amp; Maintenance Services</li> <li>Operators of Apartment Buildings</li> <li>Sports &amp; Recreation Clubs</li> </ul>	<ul style="list-style-type: none"> <li>Automotive Repair Shops</li> <li>Commercial Printers</li> <li>Schools &amp; Educational Services</li> <li>Warehousing &amp; Storage</li> </ul>
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**COMPANION PRODUCTS**

Zep Floor Machines and pads, Zep Brooms, Zep Mops, Zep Wringers and Buckets, Zep Gloves, Zep Absorbents, Zep Ultrawipes, Zep Goggles

**SPECIFICATIONS**

Physical Form . . . . .	Thin, water-based liquid	Odor . . . . .	Butyl
Density/Specific Gravity . . . . .	8.83 lb/gal - 1.060	D.O.T. . . . .	Corrosive
Color . . . . .	Purple	pH Concentrate . . . . .	13.0 - 14.0
Shelf Life . . . . .	1 year minimum	(1% solution) . . . . .	12.5 - 13.5

**PACKAGING**

- Plastic gallons
- Bulk pails
- Bulk drums

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**Material Safety Data Sheet**



Zep Inc.  
1310 Seaboard Industrial Blvd.  
Atlanta, GA 30318  
1-877-I-BUY-ZEP (428-9937)  
www.zep.com  
Superior Solutions

**Section 1. Chemical Product and Company Identification**

**Product name** MORADO SUPER CLEANER  
**Product use** Industrial Cleaner and Degreaser  
**Product code** 0856  
**Date of issue** 08/11/08 **Supersedes** 02/16/07

**Emergency Telephone Numbers**

**For MSDS Information:**  
Compliance Services 1-877-I-BUY-ZEP (428-9937)

**For Medical Emergency**  
INFOTRAC: (877) 541-2016 Toll Free - All Calls Recorded

**For Transportation Emergency**  
CHEMTREC: (800) 424-9300 - All Calls Recorded  
In the District of Columbia (202) 483-7616

**Prepared By**  
Compliance Services  
1420 Seaboard Industrial Blvd.  
Atlanta, GA 30318

Printing date: 08/11/08

**Section 2. Hazards Identification**

**Emergency overview**

\*Hazard Determination System (HDS): Health, Flammability, Reactivity

**DANGER !**



CAUSES EYE AND SKIN BURNS. HARMFUL IF INHALED OR ABSORBED THROUGH SKIN. HARMFUL IF SWALLOWED.

NOTE: MSDS data pertains to the product as delivered in the original shipping container(s). Risk of adverse effects are lessened by following all prescribed safety precautions, including the use of proper personal protective equipment.

**Acute Effects** **Routes of Entry** Dermal contact. Eye contact. Inhalation.

- Eyes** Causes eye burns. Direct contact with the eyes can cause irreversible damage, including blindness.
- Skin** Causes skin burns. Harmful if absorbed through the skin. Skin inflammation is characterized by itching, scaling, reddening or, occasionally, blistering.
- Inhalation** Avoid breathing vapors, spray or mists. Inhalation of the spray or mist may produce severe irritation of respiratory tract, characterized by coughing, choking or shortness of breath. Over-exposure by inhalation may cause respiratory irritation. Can cause central nervous system (CNS) depression.

**Ingestion** Harmful if swallowed. May cause burns to mouth, throat and stomach.

**Chronic effects** Overexposure of this product by inhalation or absorption can produce central nervous system depression resulting in headache, nausea and/or dizziness. Repeated or prolonged contact with spray or mist may produce chronic eye irritation and severe skin irritation. Repeated or prolonged exposure to spray or mist may produce respiratory tract irritation leading to frequent attacks of bronchial infection. Contains material which may cause damage to the following organs: blood, kidneys, liver, upper respiratory tract, skin, eyes, central nervous system (CNS).

Ingredients: Not listed as carcinogen by OSHA, NTP or IARC.

Additional Information: See Toxicological Information (Section 11)

**Section 3. Composition/Information on Ingredients**

Name of Hazardous Ingredients	CAS number	% by Weight
SODIUM HYDROXIDE; caustic soda; soda lye	1310-73-2	1 - 10
ETHYLENE GLYCOL MONOBUTYL ETHER; 2-butoxyethanol; butyl cellosolve	111-76-2	1 - 5
DODECYL BENZENE SULFONIC ACID; alkyl aryl sulfonic acid	27176-87-0	1 - 5
C12-C14 ETHOXYLATED ALCOHOLS	68551-12-2	<3
DIETHYLENE GLYCOL MONOBUTYL ETHER; 2-(2-butoxyethoxy)-ethanol; butyl carbitol	112-34-5	<3

Product code 0856	Material Safety Data Sheet	Product Name MORADO SUPER CLEANER
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**Section 4. First Aid Measures**

**Eye Contact** Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention immediately.

**Skin Contact** Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Wash clothing before reuse. Get medical attention immediately.

**Inhalation** Move exposed person to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.

**Ingestion** Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. If affected person is conscious, give plenty of water to drink. Never give anything by mouth to an unconscious person. Get medical attention immediately.

**Section 5. Fire Fighting Measures**

National Fire Protection Association (U.S.A.)



**Flash Point** Closed cup: >93.3°C (>199.9°F)

**Flammable Limits** Not applicable

**Flammability** Non-combustible.

**Fire hazard** In a fire or if heated, a pressure increase will occur and the container may burst. May emit toxic fumes under fire conditions.

**Fire-Fighting Procedures** Use an extinguishing agent suitable for the surrounding fire. Do not release runoff from fire to sewers or waterways.

**Section 6. Accidental Release Measures**

**Spill Clean up** Put on appropriate personal protective equipment (see section 8). Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble or absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

**Section 7. Handling and Storage**

**Handling** Put on appropriate personal protective equipment (see section 8). Avoid contact with eyes, skin and clothing. Do not breathe vapor or mist. Use with adequate ventilation. Do not ingest. Do not reuse container. Wash thoroughly after handling. Observe label precautions.

**Storage** Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see section 10) and food and drink. Store between the following temperatures: 40°F - 120°F (4.4°C - 49°C). Keep out of the reach of children.

**Section 8. Exposure Controls/Personal Protection**

<b>Product name</b>	<b>Exposure limits</b>
SODIUM HYDROXIDE; caustic soda; soda lye	ACGIH / OSHA (United States). CEIL: 2 mg/m <sup>3</sup>
ETHYLENE GLYCOL MONOBUTYL ETHER; 2-butoxyethanol; butyl cellosolve	ACGIH TLV (United States). TWA: 20 ppm 8 hour(s). Form: OSHA PEL (United States), Skin TWA: 50 ppm 8 hour(s). Form:
DODECYL BENZENE SULFONIC ACID; alkyl aryl sulfonic acid	ACGIH / OSHA (United States). TWA: 1 mg/m <sup>3</sup> 8 hour(s). ACGIH TLV (United States). STEL: 3 mg/m <sup>3</sup> 15 minute(s).
DIETHYLENE GLYCOL MONOBUTYL ETHER; 2-(2-butoxyethoxy)-ethanol; butyl carbitol	Manufacturer (United States). TWA: 35 ppm 8 hour(s).

**Personal Protective Equipment (PPE)**

**Eyes** Splash goggles. Face shield.

**Body** Wear appropriate protective clothing to prevent skin contact. Recommended: Neoprene gloves. Nitrile gloves. Rubber gloves. Synthetic apron. Chemical resistant boots.

**Respiratory** Use with adequate ventilation. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective occupational exposure limits. Wear appropriate respirator when ventilation is inadequate.



Product code 0856	Material Safety Data Sheet	Product Name MORADO SUPER CLEANER
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**Section 9. Physical and Chemical Properties**

Physical State	Liquid.	Color	Clear. Purple.
pH	13.0 - 14.0	Odor	Mild. Ethereal.
Boiling Point	98.9°C (210°F)	Vapor Pressure	Not determined.
Specific Gravity	1.06	Vapor Density	>1 [Air = 1]
Solubility	Easily soluble in the following materials: cold water and hot water.	Evaporation Rate	1 (Water = 1)
		VOC (Consumer)	42 (g/l). 0.35 lbs/gal (3.98%)

**Section 10. Stability and Reactivity**

Stability and Reactivity	The product is stable.
Incompatibility	Reactive or incompatible with the following materials: oxidizing materials, metals and acids.
Hazardous Polymerization	Will not occur.
Hazardous Decomposition Products	carbon oxides (CO, CO <sub>2</sub> )

**Section 11. Toxicological Information**

Acute Toxicity	Product/ingredient name	Result	Species	Dose	Exposure
Sodium Hydroxide		LD50 Dermal	Rabbit	>2000 mg/kg	-
		LD50 Oral	Rat	500 mg/kg	-
Ethylene Glycol Monobutyl Ether		LD50 Dermal	Rabbit	680 mg/kg	-
		LD50 Oral	Rat	1746 mg/kg	-
Dodecylbenzene sulfonic acid		LC50 Inhalation Vapor	Rat	450 ppm	4 hours
		LD50 Oral	Rat	2140 mg/kg	-
		LC50 Inhalation Vapor	Rat	510 mg/m <sup>3</sup>	2 hours
Diethylene Glycol Monobutyl Ether		LC50 Inhalation Vapor	Mouse	320 mg/m <sup>3</sup>	2 hours
		LD50 Dermal	Rabbit	2700 mg/kg	-
		LD50 Oral	Rat	5660 mg/kg	-
		LD50 Oral	Mouse	2400 mg/kg	-

**Section 12. Ecological Information**


Environmental Effects	No known significant effects or critical hazards.			
<b>Aquatic Ecotoxicity</b>				
Product/ingredient name	Test	Result	Species	Exposure
Sodium Hydroxide	-	Acute LC50 25 ppm	Fish - Trout	24 hours

**Section 13. Disposal Considerations**

**Waste Information**  
 Waste must be disposed of in accordance with federal, state and local environmental control regulations. Consult your local or regional authorities for additional information.

**Waste Stream** Code: D002  
 Classification: - [Hazardous waste]  
 Origin: - [RCRA waste.]

**Section 14. Transport Information**

Regulatory information	UN number	Proper shipping name	Classes	PG*	Label
DOT Classification	3266	Corrosive liquid, Basic, Inorganic, NOS (Sodium Hydroxide)	8	II	
IMDG Class	Not determined.				

NOTE: DOT classification applies to most package sizes. For specific container size classifications or for size exceptions, refer to the Bill of Lading with your shipment.  
 PG\* : Packing group

Product code 0856

Material Safety Data Sheet

Product Name MORADO SUPER CLEANER

**Section 15. Regulatory Information****U.S. Federal Regulations**

SARA 313 toxic chemical notification and release reporting:

**Product name**Ethylene Glycol Monobutyl Ether  
Diethylene Glycol Monobutyl Ether**Clean Water Act (CWA) 307:** No products were found.**Clean Water Act (CWA) 311:** Dodecylbenzene sulfonic acid (RQ 5000 lbs); Sodium Hydroxide (RQ 1000 lbs)**Clean Air Act (CAA) 112 regulated toxic substances:** No products were found.

All Components of this product are listed or exempt from listing on TSCA Inventory.

**State Regulations****California Prop 65** No products were found.**Section 16. Other Information**

*To the best of our knowledge, the information contained herein is accurate. However, neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.*

\*NOTE: Hazard Determination System (HDS) ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although these ratings are not required on MSDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HDS ratings are to be used with a fully implemented program to relay the meanings of this scale.

F. **LINE ITEM NO. 5:** Line Item No. 5 shall be equal to the following specification sheet:

**DRUMMOND™**  
A LAWSON BRAND

**Material Safety Data Sheet**

Revision Date 17-Feb-2009

**1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

Product code DL4650  
 Product name BA-DA-BING Cherry Odor Counteractant  
 Recommended Use Deodorizer  
 Supplier Drummond American  
 A Lawson Products Company  
 600 Corporate Woods Parkway  
 Vernon Hills, IL 60061  
 (847) 913-9313  
 Emergency telephone number (888) 426-4851

**2. HAZARDS IDENTIFICATION**

Emergency Overview	
Color Clear Dark red	Irritant. Odor Strong Cherry Form Liquid
Aggravated Medical Conditions	Pre-existing adverse medical conditions.
Principal Routes of Exposure	Eyes. Ingestion. Inhalation. Skin contact.
<b>Potential health effects</b>	
Eyes	Exposure to vapors may cause the following effects: Irritation. Tearing. Redness. Swelling. Blurred vision. Severity depends on degree of exposure.
Skin	May cause the following effects: Skin Irritation. Redness. Dermatitis. Chronic exposure causes drying effect on the skin.
Inhalation	May cause the following effects. Irritation of the nose or throat. May cause irritation of respiratory tract. Headaches. Shortness of breath. Dizziness. Central nervous system effects.
Ingestion	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea. Pulmonary edema. Central nervous system effects. Dizziness. Irritating to mouth, throat and stomach.

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical Name	CAS-No	Weight %
Water	7732-18-5	70-90
Nonylphenol Ethoxylate	9016-45-9	3-8
Fragrance	Mixture	2-5
Isopropyl alcohol	67-63-0	3-8
Quaternary	Mixture	1-2

Product code DL4650

Product name BA-DA-BING Cherry Odor Counteractant

**4. FIRST AID MEASURES**

<b>General advice</b>	Employ First Aid techniques recommended by the Red Cross.
<b>Eye contact</b>	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Seek medical attention immediately.
<b>Skin contact</b>	Wash off immediately with plenty of water for at least 15 minutes. Remove contaminated clothing. Wash area thoroughly with soap and water. Seek medical attention if irritation persists.
<b>Ingestion</b>	Never give anything by mouth to an unconscious person. Give several glasses of water. Do not induce vomiting. Seek medical attention immediately.
<b>Inhalation</b>	Remove to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Immediate medical attention is required.
<b>Notes to physician</b>	Treat symptomatically.

**5. FIRE FIGHTING MEASURES**

<b>Flash point °C</b>	71
<b>Flash point °F</b>	160
<b>Method</b>	No information available
<b>Autoignition temperature °C</b>	Not Applicable
<b>Autoignition temperature °F</b>	Not Applicable
<b>Flammability Limits (% in Air)</b>	
Upper	Not Applicable
Lower	Not Applicable

**Suitable extinguishing media**  
Water spray. Dry chemical. Carbon dioxide. Alcohol foam.

**Special protective equipment for firefighters**  
As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear

**Specific hazards**  
Keep product and empty container away from heat and sources of ignition

**Fire and Explosion Hazards**  
Combustible liquid. Vapors are heavier than air and may travel along the ground to an ignition source distant from material handling area. Possible ignition sources include pilot lights, flames, lighted cigarettes, heating elements, electric motors, sparks from electrical switches. Empty containers contain residue and/or vapors. Do not weld, cut, pressurize, braze, solder, drill, grind, or expose such containers to heat, sparks, flame, static electricity, or other sources of ignition. They may explode and cause injury or death. Water should be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. Do not release run-off from fire control methods to sewers or waterways. Evacuate area of unprotected and unnecessary personnel.

**Sensitivity to shock**  
No information available.

**Sensitivity to static discharge**  
No information available.

Product code DL4650

Product name BA-DA-BING Cherry Odor Counteractant

**6. ACCIDENTAL RELEASE MEASURES**

**Methods for cleaning up**  
Personnel should wear appropriate protective equipment. Follow all precautions for handling. Please refer to appropriate sections of MSDS for additional information. Eliminate all sources of ignition. Soak up with inert absorbent material. Prevent product from entering drains. Pick up and transfer to properly labelled containers. Do not allow product to reach sewage system, soil, surface or ground water, or any water course. Notify proper authorities if entry occurs. Clean area with detergent and water after spill removal. Use caution as spill may create a slip hazard.

**7. HANDLING AND STORAGE**

**Handling**  
Wear personal protective equipment. Use caution when handling. Avoid contact with skin, eyes and clothing. Do not swallow. Avoid breathing vapors or mists. Keep container closed when not in use. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such contents to heat, flames, and other sources of ignition. Remove and wash contaminated clothing before re-use. Always loosen closure cautiously when opening. Thoroughly wash hands and exposed skin after handling.

**Storage**  
Keep containers tightly closed in a dry, cool and well-ventilated place. Keep away from direct sunlight. Keep away from open flames, hot surfaces and sources of ignition. Store away from flammable and combustible materials. Do not store in unlabeled or mislabeled containers. Follow all label directions. Do not freeze. Keep out of the reach of children.

G. LINE ITEM NO. 6: Line Item No. 6 shall be equal to the following specification sheet:

**DRUMMOND™**  
A LAWSON BRAND

## Material Safety Data Sheet

Revision Date 30-Mar-2010

### 1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Product code DN4081  
Product name ZAK  
Recommended Use Sewer and Drain Maintenance  
Supplier Drummond American  
A Lawson Products Company  
600 Corporate Woods Parkway  
Vernon Hills, IL 60061  
(847) 913-9313

Emergency telephone number (888) 426-4851

### 2. HAZARDS IDENTIFICATION

**Emergency Overview**  
Corrosive. Causes eye and skin burns. Harmful or fatal if swallowed.

**Aggravated Medical Conditions**  
None Known

**Principal Routes of Exposure**  
Eyes. Skin contact. Inhalation.

#### Potential health effects

**Eyes** May cause the following effects: Severe irritation. Pain. Tearing. Redness. Swelling. Conjunctivitis.

**Skin** May cause the following effects: Skin Irritation. Possible burns to tissue.

**Inhalation** May cause irritation to the mucous membranes. Upper respiratory tract irritation.

**Ingestion** Harmful or fatal if swallowed. Can burn mouth, throat, and stomach.

### 3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	CAS-No.	Weight %
Sodium hydroxide	1310-73-2	< 70
Sodium Nitrate	7631-99-4	< 17
Aluminum	7429-90-5	< 10

### 4. FIRST AID MEASURES

**Eye contact** Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Seek medical attention if irritation persists.

**Skin contact** Wash off immediately with plenty of water for at least 15 minutes. Seek medical attention if irritation persists.

**Ingestion** Seek medical attention immediately. Do not induce vomiting. Call a physician or Poison Control Center immediately.

**Inhalation** Remove to fresh air. Administer artificial respiration if not breathing. If breathing is difficult, give oxygen.

### 5. FIRE FIGHTING MEASURES

**Flash point °C** None  
**Flash point °F** None  
**Method** No information available

**Autoignition temperature °C** No data available  
**Autoignition temperature °F** No data available

**Flammability Limits (% in Air)**  
**Upper** No data available  
**Lower** No data available

**Suitable extinguishing media**  
Use extinguishing media appropriate to surrounding fire.

**Special protective equipment for firefighters**  
As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear

**Fire and Explosion Hazards**  
May react violently with water.

**Sensitivity to shock**  
No information available.

**Sensitivity to static discharge**  
No information available.

### 6. ACCIDENTAL RELEASE MEASURES

**Methods for cleaning up**  
Keep combustibles away! Shovel or sweep up. Reclaim into containers for reuse, recycle, or proper disposal. After cleaning, flush away traces with water.

### 7. HANDLING AND STORAGE

**Handling**  
Keep container closed when not in use. Avoid spontaneous combustion of contaminated rags or other ignitable material. Keep out of reach of children.

**Storage**  
Keep tightly closed in a dry and cool place.



Product code **DN4081**

Product name **ZAK**

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION**

Chemical Name	OSHA PEL (TWA)	OSHA PEL (Ceiling)	ACGIH OEL (TWA)	ACGIH OEL (STEL)
Sodium hydroxide	2 mg/m <sup>3</sup>	-	-	-
Sodium Nitrate	-	-	-	-
Aluminum	15 mg/m <sup>3</sup> total 5 mg/m <sup>3</sup>	-	1 mg/m <sup>3</sup>	-

**Ventilation and Environmental Controls**  
Provide general exhaust ventilation.

**Hygiene measures**  
General industrial hygiene practice.

**Respiratory protection**  
Wear a NIOSH approved dust mask or equivalent.

**Hand Protection**  
Impervious gloves.

**Eye protection**  
ANSI approved safety glasses or splash goggles with face shield are recommended.

**Skin and body protection**  
Wear appropriate clothing to minimize skin contact. Apron.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

Form	Liquid
Color	Red / Purple
Odor	Solvent
Odor Threshold	No information available
pH	13
Specific Gravity	No data available
Vapor pressure	No data available
Vapor density	No data available
Evaporation Rate	No data available
Water solubility	Soluble in water
Partition Coefficient (n-octanol/water)	No data available
Boiling point/range °C	No data available
Boiling point/range °F	No data available
Melting point/range °C	No data available
Melting point/range °F	No data available
Flash point °C	None
Flash point °F	None

**10. STABILITY AND REACTIVITY**

**Stability**  
Stable

**Conditions to avoid**  
Avoid extreme temperatures.

**Incompatibility**  
Acids. Oxidizers.

**Hazardous Decomposition Products**  
Carbon monoxide. Carbon dioxide. Hydrogen gas. Aluminum oxide.

**Polymerization**  
Will not occur.

**11. TOXICOLOGICAL INFORMATION**

**Component Information**

Chemical Name	LD50 (oral, rat)	LD50 (dermal, rat/rabbit)	LC50 (inhalation, rat)
Sodium hydroxide 1310-73-2	-	1350 mg/kg	-
Sodium Nitrate 7631-99-4	1267 mg/kg	-	-
Aluminum 7429-90-5	-	-	-

**Synergistic Products** None known

**Potential health effects**

<b>Sensitization</b>	None known
<b>Chronic toxicity</b>	None known
<b>Mutagenic effects</b>	None known
<b>Teratogenic effects</b>	None known
<b>Reproductive toxicity</b>	None known
<b>Target Organ Effects</b>	See Section 2
<b>Carcinogenic effects</b>	See table below

Chemical Name	ACGIH OEL Carcinogens	IARC	NTP - Known Carcinogens	NTP - Suspected Human Carcinogens	OSHA - RTK Carcinogens
Sodium hydroxide	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Nitrate	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Aluminum	Listed	Not Listed	Not Listed	Not Listed	Not Listed

**12. ECOLOGICAL INFORMATION**

**Aquatic toxicity** Very toxic to fish and other water organisms

**13. DISPOSAL CONSIDERATIONS**

**Waste from residues / unused products**  
Dispose in accordance with federal, state, and local regulations.

Product code DN4081

Product name ZAK

**14. TRANSPORTATION INFORMATION**

**DOT**

UN1823 Sodium hydroxide; solid mixture, Class 8, PG II

**TDG**

UN1823 Sodium hydroxide; solid mixture, Class 8, PG II

**IMDG/IMO**

UN1823 Sodium hydroxide; solid mixture, Class 8, PG II

**IATA**

UN1823 Sodium hydroxide; solid mixture, Class 8, PG II

**MEX**

UN1823 Sodium hydroxide; solid mixture, Class 8, PG II

**15. REGULATORY INFORMATION**

Chemical Name	US EPA SARA 313 Emission Reporting
Aluminum	Listed

Chemical Name	New Jersey RTK	Pennsylvania RTK	California Prop. 65
Sodium hydroxide	Listed	Listed	Not Listed
Sodium Nitrate	Not Listed	Listed	Not Listed
Aluminum	Listed	Listed	Not Listed

Chemical Name	EINECS	DSL	NDSL	TSCA
Sodium hydroxide	X	X	-	X
Sodium Nitrate	X	X	-	X
Aluminum	X	X	-	X

**CPR**

This product has been classified in accordance with the hazard criteria of the Controlled Product Regulations and the MSDS contains all of the information required by the Controlled Product Regulations

**16. OTHER INFORMATION**

**HMIS**

Health - 3  
 Flammability - 0  
 Physical Hazard - 1

Prepared By

J. Cameron, Regulatory Affairs  
 Coordinator

The information accumulated herein is believed to be accurate, but is not warranted to be, whether originating with the company or not. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances.

**H. LINE ITEM NO. 7:**

ALL NATURAL ODOR NEUTRALIZERS

**General**

The selected Odor Neutralizer shall consist of a blend of 30 or more all-natural essential oils specifically selected for their ability to remove a broad spectrum of odors at a typical wastewater facility. The Odor Neutralizer shall be non-toxic and non-corrosive and shall use a non-toxic, food grade emulsifier for suspending the essential oils.

**Dilution ratio**

The recommended dilution ratio should be between 1:300 to 1:500.

**I. LINE ITEM NO. 8:** Line Item No. 8 shall be equal to the following specification sheet:

**MATERIAL SAFETY DATA SHEET**  
**FRESH AIR IN A BUCKET / 3333**

HEALTH	1
FIRE	0
REACTIVITY	0
P.P.E.	

Complies With USDL Safety and Health Regulations, (29 CFR 1910.200)

**SECTION 1 - Chemical and Company Identification**

CHEMICAL PRODUCT IDENTIFICATION: Polyethylene Pellets  
 PRODUCT USE: Area Deodorant

**SECTION 2 - Composition on Ingredients**

Non-Hazardous

**SECTION 3 - Hazards Information**

INHALATION EFFECTS: None.  
 EYE CONTACT: Slight Irritation.  
 SKIN CONTACT: None known.  
 MEDICAL CONDITIONS AGGRAVATED: Existing Asthma

**SECTION 4 - First Aid Measures**

EYES: Flush with water.  
 SKIN: Wash with soap and water.  
 INHALATION: N/A  
 INGESTION: Choking hazard for small children, be prepared to remove obstructions.

**SECTION 5 - Fire Fighting Measures**

FLASH POINT: N/A UEL: N/A LEL: N/A  
 AUTOIGNITION TEMPERATURE: N/A  
 EXTINGUISHING MEDIA: CO<sub>2</sub>, Foam  
 HAZARDOUS COMBUSTION PRODUCTS: Carbon Dioxide, Carbon Monoxide

**SECTION 6 - Accidental Release Measures**

SPILLS: Sweep up and place in trash.

**SECTION 7 - Handling and Storage**

Keep container closed and store in a cool area.

**SECTION 8 - Exposure Controls/Personal Protection**

N/A

**SECTION 9 - Physical and Chemical Properties**

APPEARANCE: Colored beads ODOR: Various PHYSICAL STATE: Soft plastic  
 BOILING POINT: N/A SPECIFIC GRAVITY: N/A  
 pH: N/A MELTING POINT: N/A BULK DENSITY: .64 GM/CC  
 SOLUBILITY: Insoluble VAPOR DENSITY: N/A

**SECTION 10 - Stability and Reactivity**

STABILITY: Stable  
 HAZARDOUS POLYMERIZATION: Will not occur  
 CONDITIONS TO AVOID: None

**SECTION 11 - Toxicological Information**

No data available.

**SECTION 12 - Ecological Information**

Polyethylene does not degrade.

**SECTION 13 - Disposal Consideration**

Sweep up and place in domestic trash.

**SECTION 14 - Transport Information**

Not Hazardous

**SECTION 15 - Regulatory Information**

NFPA RATING: HEALTH-1; FLAMMABILITY-0; REACTIVITY-0; SPECIAL- Choking Size

SARA 313: Not listed  
 TSCA INVENTORY: Listed  
 EUROPEAN INVENTORY: Listed  
 CANADIAN DSL: Listed  
 AUSTRALIAN AICS: Listed  
 JAPANESE ENGS: Listed  
 CALIFORNIA PROP 65: Not listed

**SECTION 16 - Other Information**

*We believe the statements, technical information and recommendations contained herein are reliable, but they are given without warranty or guarantee of any kind.*  
 \*\* Chemical Listed as Carcinogen or Potential Carcinogen. [a] NTP [b] IARC Monograph [c] OSHA [d] Not Listed [e] Animal Data Only

THIS INFORMATION MUST BE ON ALL MSDS'S COPIED AND DISTRIBUTED FOR THIS MATERIAL.  
 NO WARRANTY IS EXPRESSED/IMPLIED REGARDING THE ACCURACY OF THIS DATA OR RESULTS OBTAINED FROM USE. PROCHEM ASSUMES NO RESPONSIBILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE TO USER. VENDEE/USER ASSUMES ALL RISKS ASSOCIATED WITH USE.

**J. LINE ITEM NO. 9:** Line Item No. 9 shall be equal to the following specification sheet:

April 2005

ECOSORB® ENGINEERING MANUAL

**Material Safety Data Sheet for Ecosorb® 606**

<b>Material Safety Data Sheet</b> May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements		U.S. Department of Labor Occupational Safety and Health Administration (Non-Mandatory Form) Form Approved OMB No. 1218-0072	
IDENTITY (As Used on Label and List)  Ecosorb 606		Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.	
<b>SECTION I</b>			
Manufacturer's Name  Odor Management, Inc.		Emergency Telephone Number  (800) 662-6367	
Address (Number, Street, City, State and Zip Code)  18-6 East Dundee Road, Suite 101 Barrington, IL 60010		Telephone Number for Information  (847) 304-9111	
		Date Prepared  06-01-04	
<b>SECTION II - Hazardous Ingredients/Identity Information</b>			
Hazardous Components (Specify Chemical Identity: Common Name(s))		N/A OSHA PEL      ACGIH TLV      Other Limits Recommended %	
Product is a proprietary blend of essential oils, surfactant, and water. All constituents are not considered hazardous according to the Federal Hazard Communication Standard (29 CFR 1910.1200)			
Product has been tested for toxicity according to United States Environmental Protection Agency Guidelines Acute Oral Toxicity Study per EPA Guideline 81-1 - Not toxic by oral ingestion Acute Dermal Toxicity Study per EPA Guideline 81-2 - Not toxic by dermal application Acute Inhalation Toxicity Study per EPA Guideline 81-3 - Not toxic by inhalation Primary Eye Irritation Study per EPA Guideline 81-4 - Product not an eye irritant Primal Dermal Irritation Study per EPA Guideline 81-5 - Product is not dermal irritant Dermal Sensitization Study per EPA Guideline 81-6 - Product is not a dermal sensitizing agent			
All Ingredients can be found listed on the following chemical substance inventories: United States TSCA, Canadian DSL, European EINECS and Australian AICS			
<b>SECTION III - Physical/Chemical Characteristics</b>			
Boiling Point  212° F		Specific Gravity (H2O = 1)  0.962	
Percent Volatile  <1.5		Melting Point  32° F	
		pH  6.7	
Solubility in Water  Soluble			
Appearance and Odor  Milky white/opaque white, slight citrus or floral odor			
<b>SECTION IV - Fire and Explosion Hazard Data</b>			
Flash Point (Method Used)  None		Flammable Limits  LEL N/A      UEL N/A	
Extinguishing Media  Does not burn			
Special Fire Fighting Procedures  None		Unusual Fire and Explosion Hazards  None	

April 2005

ECOSORB® ENGINEERING MANUAL

SECTION V - Reactivity Data			
Stability	Stable		
Incompatibility (Materials to Avoid)	Strong oxidizing agents		
Hazardous Decomposition or By-products	None known		
Hazardous Polymerization	Will not occur		
SECTION VI - Health Hazard Data			
Route(s) of Entry	Inhalation? Yes	Skin? Eyes	Ingestion?
Health Hazards (Acute and Chronic)	Eye contact may cause mild irritation - Wash 15 minutes with water Seek medical attention if symptoms persist		
Carcinogenicity:	NTP? No	IARC Monographs? No	OSHA Regulated? No
Signs and Symptoms of Exposure	None		
Medical Conditions Generally Aggravated by Exposure	None known		
Emergency and First Aid Procedures	Eyes - wash with water 15 minutes Ingestion - drink several glasses of water, see physician if symptoms persist		
SECTION VII - Precautions for Safe Handling and Use			
Steps to be Taken in Case Material is Released or Spilled	Flush to drain with large quantities of water		
Waste Disposal Method	Flush with water to drain		
Precautions to Be Taken in Handling and Storing	Storage of product below 32 deg and above 85 degrees may cause layering		
Other Precautions	Wash with soap and water if exposed		
SECTION VIII - Control Measures			
Respiratory Protection (Specify Type)	None required		
Ventilation	Good ventilation		
Eye Protection	None required		
Gloves/Other Protective Clothing or Equipment	None required		
Work/Hygienic Practices	Wash with soap and water before eating or smoking		

**K. LINE ITEM NO. 10:** Line Item No. 10 shall meet the following:

**LIQUID QUAT-BASED GERMICIDAL DETERGENT DISINFECTANT**

**General**

The selected Liquid Quat-based Germicidal Detergent Disinfectant should have a lemon fragrance that cleans, deodorizes, and disinfects in one step. The disinfectant should also consist of:

1. Dilutions from 2 to 8 ounces per gallon to disinfect.
2. Virucide, effective against Canine Parvovirus at 8 ounces per gallon dilution.
3. Germicidal, effective against E.Coli, MRSA, Pseudomonas aeruginosa (Pseudomonas), Staphylococcus aureus (Staph), etc.
4. Fungicidal, effective against Trichophyton mentagrophytes (the Athlete's Foot Fungus), and effective in preventing growth of mold and mildew, and the odors.
5. Deodorizer, for use on non-porous surfaces (i.e. floors, walls, metal surface, stainless steel surfaces, glazed porcelain, glazed ceramic tile, plastic surfaces, vanity tops, shower stalls, bathtubs, cabinets, tables, chairs, desks, bed frames, walls, cabinets, doorknobs and garbage cans, telephones, kennels and cages) to deodorize and keep areas smelling fresh.

**L. ADDITIONAL REQUIREMENTS:**

1. Bidder must submit a one-gallon or one-block sample with the bid for each and every item that is other than described but claimed to be equal.
2. Bidder must submit with the bid a list or label showing ingredients of products bid.
3. Bidder must submit with the bid a product safety data sheet (OSHA Form 20) and a Material Safety Data Sheet for each item bid.
4. Indicate the EPA Register Number of item(s) offered.

<b>PRICE SCHEDULE</b>					
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1.	Odor Control Agent, in approx. 55-gal. drums, used for dead animals and against landfill bacteria; Zep “DEO-3 in bubble gum Fragrance” (see <u>NOTES 1 and 7-10</u> ), or acceptable equal.  Bidder State Container Size _____ Bidding On:  _____ (Manufacturer’s Name/Brand/Number)  _____ (EPA Register Number)	500	Gallon	\$ _____	\$ _____
2.	Industrial Deodorant, in approx. 20-lb. blocks, two (2) per case, Zep “Mr. Big” (see <u>NOTES 1 and 7-10</u> ); or acceptable equal and in accordance with Minimum Specifications.  Bidder State Container Size _____ Bidding On:  _____ (Manufacturer’s Name/Brand/Number)  _____ (EPA Register Number)	250	Case	\$ _____	\$ _____
3.	Degreaser for use at Transfer Station, People’s “New Power”, in 1-gal. containers (see <u>NOTES 2 and 7-10</u> ); or acceptable equal, and in accordance with Minimum Specifications.  Bidding On:  _____ (Manufacturer’s Name/Brand/Number)  _____ (EPA Register Number)	150	Gallon	\$ _____	\$ _____
4.	Degreaser for dead animals ZEP “Morado Super Cleaner” in 1-gal. Container (see <u>NOTES 1 and 7-10</u> ); or acceptable equal and in accordance with Minimum Specifications.  Bidding On:  _____ (Manufacturer’s Name/Brand/Number)  _____ (EPA Register Number)	300	Gallon	\$ _____	\$ _____



<b>PRICE SCHEDULE</b>					
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
5.	Detergent, disinfectant, Drummond American “Cherry Ba-Da-Bing,” (see NOTES 2, and 7-10), in 1-gallon containers, in accordance with Minimum Specifications; or acceptable equal.  Bidding On:  _____ (Manufacturer’s Name/Brand/Number)  _____ (EPA Register Number)	800	Gallon	\$ _____	\$ _____
6.	Degreaser/Root Cutter, for municipal & industrial sewer lines, produces high heat & digestive action, in approx. 50-lb. pails; Drummond American “ZAK SEWER SOLVENT”. (see NOTES 2, 3, and 7-10), or acceptable equal.  Bidder State Container Size _____ Bidding On:  _____ (Manufacturer’s Name/Brand/Number)  _____ (EPA Register Number)	500	Pail	\$ _____	\$ _____
7.	Odor Neutralizer, non-toxic, non-corrosive, using Food-grade emulsifier for suspending oils, blend of 30 or more natural essential oils, in 55-gal. drums (see NOTES 4 and 7-10); or acceptable equal, and in accordance with Minimum Specifications.  Bidding On:  _____ (Manufacturer’s Name)	2500	Gallon	\$ _____	\$ _____
8.	Deodorizing Beads in cases (see NOTES 5, and 7-10); or acceptable equal. In accordance with Minimum Specifications.  Bidding On:  _____ (Manufacturer’s Name)	250	Case	\$ _____	\$ _____

<b>PRICE SCHEDULE</b>					
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
9.	Ecosorb 606, in 1-gal. containers (see <u>NOTES 6, and 7-10</u> ); or acceptable equal, and in accordance with Minimum Specifications.  Bidding On:  _____ (Manufacturer's Name)	1500	Gallon	\$ _____	\$ _____
10.	ZEP Lemonex III, 1-gal. jugs, four (4) per case	300	Case	\$ _____	\$ _____
Bidder Enter Total (for evaluative purposes only):					\$ _____
<p><b><u>NOTE:</u> A ONE-GALLON OR ONE-BLOCK SAMPLE <u>MUST BE SUBMITTED WITH THE BID OF EACH AND EVERY ITEM THAT IS OTHER THAN DESCRIBED, BUT CLAIMED TO BE EQUAL.</u></b></p>					

**\*\*\* 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\*\*\***

**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 until for ninety \_\_\_\_\_(Initial)  
(90) days after the actual bid opening date if the bid opening date is extended.

- 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>
43	Bid Acknowledgement Form*	
44	Required Documents Checklist	
45	Contractor Reference and Release Form	
46	Subcontractor Reference and Release Form, if applicable**	
48	Contractor Affidavit*	
49	Subcontractor Affidavit, if applicable**	
52-58	LSBE - Exhibits 1 and 2 of Attachment G*	
59	New Employee Tracking Form	
60	First Source Jobs Acknowledgement Form	
63	Preferred Employee Tracking Form	
-	Lists/labels for products bid	
-	Product Safety Data Sheet (OSHA Form 20) and Material Safety Data Sheet for each item bid	
-	Samples for items that are being offered as an equal alternative to the items specified in the Minimum Specifications/Price Schedule	

**\*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

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 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: **19-101071**

TITLE OF UNIT OF WORK – **Chemicals for Odor Control (Annual Contract with 2 Options to Renew)**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
 LSBE-DeKalb     LSBE-MSA
  
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of 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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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, Felton Williams, Procurement Projects Manager at 404-371-6312.

**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:** 19-101071

**Project Name:** Chemicals for Odor Control (Annual Contract with 2 Options to Renew)

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

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

<b>Prime Contractor</b>	<b>Sub-contractor</b>
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



**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@dekalbcountvga.gov](mailto:FirstSourceJobs@dekalbcountvga.gov)



