



Department of Purchasing and Contracting

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

July 19, 2021

INVITATION TO BID (ITB) NO. 21-101412

FOR

**SCADA CONTROLS AND INSTRUMENTATION SERVICES
(THREE (3) YEAR MULTIYEAR CONTRACT)**

DEKALB COUNTY, GEORGIA

Procurement Agent:	Kyheem Bristol
Email:	kbristol@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	July 21, 2021 or July 28, 2021 (Meetings are held at 10:00 a.m. and 2:00 p.m.) For attendance instructions, utilize the following link: https://www.dekalbcountyga.gov/purchasing-contracting/general-information
Deadline for Submission of Questions:	5:00 P.M. ET, July 30, 2021
Bid Opening:	3:00 P.M. ET, August 18, 2021 (via ZOOM TBD)
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Validity of Bid:	120 Days

<p>FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print):</p> <p>_____</p> <p>_____</p> <p>Federal Tax ID No. _____</p> <p>ARE YOU A DEKALB COUNTY FIRM? Yes ___ No ___</p>	<p>TELEPHONE AND FAX NUMBERS WITH AREA CODE:</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>
<p>SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:</p> <p>_____</p>	<p>SIGNER'S NAME AND TITLE (Type of Print):</p> <p>_____</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 **ITB 21-101412 SCADA CONTROLS AND INSTRUMENTATION SERVICES (Three (3) Year Multiyear Contract)** from responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	July 19, 2021
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	July 21, 2021 <u>or</u> July 28, 2021 For attendance instructions utilize the following link: https://www.dekalbcountyga.gov/purchasing-contracting/general-information (Meetings are held at 10:00 a.m. and 2:00 p.m.)
Deadline for Submission of Questions:	5:00 P.M. ET, July 30, 2021
Bid Opening:	<u>3:00 P.M. ET, August 19, 2021</u> (via ZOOM TBD)
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 120 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, 2nd 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 **Kyheem Bristol, Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via email at kbristol@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined in the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. Questions must be submitted no later than 5:00 pm EST on July 30, 2021.

4. ADDITIONAL INFORMATION/ADDENDA:

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

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INVITATION TO BID PROCEDURES**A. BIDDER INFORMATION:**

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

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

9. Expenses of Preparing Responses to this ITB

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

10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

12. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

13. LSBE Information

a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.

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

[information](#) .

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

14. First Source Jobs Information

- a. The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.
- b. First Source Jobs Information Exhibit 1-2 should be completed and submitted with Bidder's response.
- c. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworkforce.org or 404-687-3400.

15. Attention to General Terms and Conditions

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

16. Required Signatures

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

17. Ethics Rules

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

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

18. Business and Professional Licenses

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

B. BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A – Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder’s name and “**ITB No. 21-101412 for SCADA CONTROLS AND INSTRUMENTATION SERVICES (Three (3) Year Multiyear Contract)**” on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. CONTRACT AWARD:

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The County’s intention is to award to one bidder; however, the County reserves the right to award by line item or make multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.

GENERAL TERMS AND CONDITIONS

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

C. DELIVERY:

Delivery of services is required within forty-eight (48) hours upon request, unless an alternative time-frame is approved by the Designated County Representative.

Bidder state agreement: Yes _____ No _____

Contact Person: _____

Telephone Number: _____ Cellular Number: _____

Normal Business Hours (Days/Times):

Address:

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

The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order and must ask for caller’s telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required.

D. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

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

E. FOREIGN PRODUCTS:

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

Yes _____ No _____

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

F. COUNTY REQUIREMENT:

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

G. WARRANTY AND/OR GUARANTY:

1. 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.**

2. Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.

H. SAMPLES & TESTING:

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

I. LITERATURE:

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

J. SILENCE OF SPECIFICATIONS:

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

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

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

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

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

3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.
4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

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

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

Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed the amounts listed below:

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

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

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

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

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

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

Department of Watershed Management
1580 Roadhaven Drive
Stone Mountain, GA 30083
Attn: Kevin Montague, SCADA System Manager
Email: kdmontague@dekalbcountyga.gov

- b. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info.

- c. Notices must be submitted to:

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

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

O. ACCURACY OF WORK:

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

P. ADDITIONAL WORK:

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

Q. OWNERSHIP OF DOCUMENTS:

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

R. RIGHT TO AUDIT:

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

S. SUCCESSORS AND ASSIGNS:

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

T. REVIEWS AND ACCEPTANCE:

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

U. TERMINATION OF AGREEMENT:

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

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly

or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

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

1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
 - a. Certificates must cover:
 - i. Statutory Workers Compensation
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - ii. Business Auto Liability Insurance with a minimum \$1,000,000 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) - \$2,000,000
 - (2) Fire Damage - \$250,000
 - (3) Medical Expense (any one person) - \$10,000
 - (4) Personal & Advertising Injury - \$1,000,000
 - (5) General Aggregate - \$4,000,000
 - (6) Products & Completed Operations - \$1,500,000
 - (7) Contractual Liability where applicable
- b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products- completed operations), or form(s) providing equivalent coverage.
 - c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
 - d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
 - e. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.
 - f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
 - g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
 - h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
 - i. Certificates to contain the location and operations to which the insurance applies.
 - j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.

- k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- l. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

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

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, 2nd Floor
Decatur, Georgia 30030

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

EE. GEORGIA OPEN RECORDS ACT:

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

FF. DEKALB COUNTY, GEORGIA'S TITLE VI POLICY STATEMENT

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

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

GG. COOPERATIVE AGREEMENT

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

Agree to extend to other public procurement entities: Yes ___ No ___

[END OF GENERAL TERMS AND CONDITIONS]

MINIMUM SPECIFICATIONS

A. PART I:

1.1 Summary

The DeKalb County Department of Watershed Management (“DWM” or “the County”) operates the Drinking Water System, Wastewater System and various other facilities in the Atlanta metropolitan area and is dependent upon six different SCADA systems to manage and operate its day to day processes. These include a 150 MGD water plant, two wastewater treatment plants, sixty-seven sewage lift stations, fifteen pressure monitoring stations, water tanks and booster pump stations located throughout the County. These systems use a variety of software, computer-based hardware and instrumentation that need routine repair and maintenance.

The County is seeking vendors with expertise in SCADA Instrumentation and Controls to support DWM’s ongoing operations and provide on-call emergency and on-demand services. The successful bidder shall be capable of the following: 1) providing design, installation, corrective and preventive maintenance; 2) repair and replacement services; and 3) writing programs or installing monitoring and control cards for SCADA and Telemetry systems utilizing Schneider Electric Citec and Wonderware HMI SCADA software packages, Rockwell Factory Talk View HMI software, Siemens PLCs, Allen Bradley PLCs, MDS radios, Broadband Technologies, and various other software/hardware, if applicable for these facilities. The services to be provided will be determined by the needs identified by SCADA Systems Management and Plant Management.

Additionally, the County purposes to determine the rate that will be charged for services and to place work orders with a Contractor for quick response in providing services on an as-needed basis. Most of the work related to this contract will be performed on-location at one of the water/wastewater treatment plants, satellite stations, or other locations dispersed throughout DeKalb County, GA. These services will be oriented towards completion of as needed specific tasks or emergency on-call request. The County is under no obligation to exclusively award this work to a single proposing entity nor is bound to a minimum contract amount.

1.2 Scope

Under this contract, the Contractor will perform work at the County’s water and wastewater treatment collection and distribution facilities as well as any remote monitoring or control stations. The Wastewater facilities include four (4) treatment plants and approximately sixty-seven (67) lift stations and associated remote facilities. The Drinking Water facilities include two (2) water treatment plants, one (1) raw water intake facility, seven (7) ground storage tanks, five (5) elevated tanks, five (5) water booster stations, one (1) stand pipe and multiple pressure monitoring locations. Work will involve corrective and preventive maintenance, repair and replacement services, writing programs or installing, monitoring and control cards for the Siemens and Allen-Bradley SCADA and telemetry systems utilizing Rockwell Factory Talk, Schneider Electric Wonderware and Citec HMI systems, Allen Bradley PLCs, and various other software/hardware.

Work will involve preventive maintenance, corrective maintenance, new installs and design assistance on major processes, facility instrumentation, telemetry and control systems. An example

listing of the instrumentation and anticipated repairs is provided in **Exhibit 1 – Areas of Work**; however, should not be considered a complete listing.

All work under this contract, unless it is an emergency call, will be authorized using a County Work Order. The County shall initiate the Work Order. The Contractor will respond to the Work Order with a written quote, which must be countersigned by the County prior to commencement of any work. The quote will be considered binding subject to the provisions of the contract. All costs must be itemized on the Contractor's response to the County issued Work Order and must involve the use of specific, identified material, labor and equipment actually used to complete the repair.

All costs associated with performing services under this contract shall be included in the unit pricing provided on the Price Schedule except where otherwise mentioned. Mark-up on all labor, equipment, and materials supplied by the Contractor shall be fifteen percent (15%) for overhead and profit. Mark-up for specialty Subcontractors and Pass-Thru Expenses shall be five percent (5%) for overhead and profit (cost documentation required). The markup percentage for Subcontractors will not be paid for services covered under hourly rates in the contract. No additional mark-up will be allowed. Monies will only be paid for materials, labor and equipment used at the facility following approval of a Work Order. No monies will be paid for preparation or negotiation of a Work Order.

a. Position Descriptions

It is intended that personnel who are working under a specific position description be qualified by training and experience for that position. A Contractor for instrumentation and control system services will be required to fabricate, construct, install, maintain, repair and/or dismantle Facility instrumentation and control system. Upon the demand of the County, resumes may be required at the time the Work Order is negotiated or at any time afterwards. Personnel who, in the sole judgment of the County, perform incompetently shall be removed from the job site immediately.

In addition to the general job requirements, personnel must be able to read and understand manufacturer's specifications and procedures, read applicable drawings, complete required paperwork and forms and effectively communicate with others. Personnel who, in the sole judgment of the County, perform incompetently shall be removed from the job site immediately.

b. Training Requirements

Contractor is required to ensure employee training for licensing, OSHA regulation compliance, or any other applicable regulatory agency is current and adequate with all personnel for the work performed.

The Contractor shall provide documentation of required training to the County, if requested. Personnel who in the sole discretion of the County, appears not to have understood such required training shall be removed from the job site immediately.

The Contractor is required to have general safety training in personal protective equipment and lockout/tag out procedures. Confined space entry training is required if a confined space

is to be entered. Hot work training is required if hot work is to be done in a potentially explosive or flammable area. Training is also needed for the operation of any special equipment required for repair or replacement of such instrumentation and control systems such as, orp meters, ph meters, flow meters, suspended solids meters or any other devices that are generally considered to be instrumentation and control systems by ISA or IEEE Standards. The Contractor shall provide documentation of required training to the County.

c. Contractor Requirements

- 1) Provide Remedial Maintenance during the contract period when notified that the equipment is inoperative.
- 2) Provide a report of work performed and submit to DWM project contract within two (2) business days. The report should include a log of all new and revised updates to the existing system. Additionally, review all the work and modification with DWM representative and provide training/demonstration of work performed so that DWM personnel understand the work performed.
- 3) Provide Preventive Maintenance during the contract period at a minimum of two (2) preventive maintenance calls per year in accordance with County's frequency schedule.
- 4) Response time under normal circumstances shall be within twenty-four (24) hours from the time a service call has been made during normal working hours. Normal work hours are between 8:00 a.m. and 5:00 p.m.
- 5) Provide all labor, parts, and equipment modifications that the Contractor, in discussion with the County, deems necessary for maintaining the equipment in good operating condition. These will be new parts or parts of equal quality. All parts removed for replacement become the property of the County.
- 6) Provide necessary replacement parts and repair components, except disposables (i.e. ink, charts, etc.) for the County, at cost. Disposable parts should be disposed of properly in an environmentally compliant manner.
- 7) Updating of existing equipment at County's request will be accomplished by mutual agreement of both parties.
- 8) Contractor must work with responsible DeKalb County Automation/SCADA personnel, SCADA Systems Management, Plant Management and Plant Operations to implement changes and improvements through general troubleshooting and monitoring.
- 9) Installing minor software patches as required; scheduling and executing version upgrades; managing software renewals; SCADA software updates and providing software revision level upgrades and confirming operability.
- 10) All replacement parts and components supplied under this contract will be installed due to normal aging, wear, and tear. Spare parts and components provided which are not installed due to normal wear and tear will be invoiced at cost and installed at Contractor's

proposed service rates.

- 11) All stocked supplies, parts or components remain the property of the Contractor until such supplies, parts and repair components are used or installed in or on the County's plant equipment, at which time the perpetual inventory will be adjusted. Title of supplies, parts and repair components will be transferred upon installation or approval of installation.
- 12) Provide complete preventive maintenance and calibration services with certified test equipment.
- 13) Provide factory trained representative(s) for performing services.
- 14) Provide specific training and documentation of training services as required for county personnel.
- 15) The Contractor must obtain written approval (email acceptable) from DWM personnel prior to purchases associated with this contract and payable by DWM.

d. Other Requirements

Specific requirements may be added for certain repairs, as needed. Examples of additional requirements would be: 1) use of a certified electrician and 2) an equipment manufacturer's certification for service and repair of specific equipment.

The Contractor's personnel are required to take, and pass, an annual drug test and physical examination at the expense of the Contractor. A statement from the Contractor that this has been completed successfully shall be provided.

The Contractor is required to have a responsible person on site that can make decisions that are binding on the Contractor when any work is being performed.

Contractor's personnel operating vehicles at the facility are required to have a valid Georgia Driver's License.

The use of Subcontractors is allowed if the County approves the Subcontractors. Any Subcontractors utilized without prior approval are the responsibility of the Contractor and may not be reimbursed by the County. Contractor must complete Attachments C and F for any and all Subcontractors utilized on this contract. The Contractor is responsible for providing Subcontractor's ability and qualification information as required in the Services Proposal Form and the Work Order. The Contractor shall control and coordinate work of its Subcontractors and shall be responsible for informing its Subcontractors of all the terms, conditions, and requirements of these documents. Subcontractor markups will not be paid if the services are otherwise covered under the proposal rates. The County is responsible for payments to the Contractor and the Contractor is responsible for payments to the Subcontractor(s). Invoices directly from Subcontractors will not be accepted by the County.

e. Equipment Needed

Contractor shall provide their own hand tools and personal protective equipment. Personal protective equipment required by the Contractor shall be in accordance with the OSHA requirements for the work performed.

Some areas of the facilities have a hazardous classification. In areas rated for hazardous atmospheres, only equipment manufactured to meet the hazard class of the area may be used. All repairs completed in these areas should follow the requirements of the National Electrical Code.

Some equipment may be available for Contractor use under the supervision of a permanent employee of the County facility. The use of the County equipment requires approval by the County before the Contractor arrives at the facility. Unless approval is obtained, the Contractor shall provide any equipment required for the repair. Contractor shall indemnify the County for all claims arising from the negligent use of the County's equipment.

The equipment required for a particular repair shall be purchased at the Contractor's expense. At the County's option, any equipment (purchased for the repair referred to by the Contractor's Work Order) shall be transferred to the County at the completion of the repair.

The County must approve payments for equipment transfers to the County and equipment rental at the time of occurrence.

f. Availability

The Work Order will contain the unit costs submitted in the service proposal, additional equipment and material with specified markup. No other costs besides unit prices and specified markups will be accepted. Refusal of any Work Order will negatively affect selection of the Contractor by the County for future work.

Contract personnel must be able to work any 8-hr shift, 24-hours per day, 7 days a week. Service response to a call by the Facility Manager shall be two (2) hours for emergency requests, twenty-four (24) hours for urgent requests, and five (5) days for routine requests. Except for personal emergencies or safety reasons, Contract personnel shall be available and willing to work overtime, if necessary. They may be required to work up to two (2) consecutive shifts; however, they will not be requested to work more than sixteen (16) hours in any consecutive twenty-four (24)-hour period. If a repair must be completed quickly and requires work to be done 24-hours a day, the Contractor shall alternate approved personnel to prevent exceeding the sixteen (16) hours of work per day for contract personnel. Use of overtime is limited to only emergency and urgent service requests and must be first approved by the County in advance of the overtime worked. Any overtime worked without prior approval of the County project manager will be paid as straight time by the County.

In the event that a Contractor accepts a repair and then cannot provide the specific temporary personnel, the Contractor shall provide alternate contract personnel, approved by the County, to complete the repair.

g. Safety

The County has a Safety Program that the Contractor shall adhere to when providing services. In addition, services provided by the Contractor's personnel and Subcontractors shall be completed following OSHA requirements. Safety instructions provided by the County include verbal or written instructions provided to the Contractor by the WRC Manager and signs posted in the area where work is being conducted. Contractor personnel may be dismissed at the discretion of the County from the facility for any violation of the County safety guidelines. Contractor shall be required to replace dismissed personnel at no additional expense to the County.

B. PART II:**2.1 Service & Materials Requirements**

This section describes the service and material requirements as well as specific training and skills.

a. Service Unit Prices

The Contractor shall provide a unit price for the different skilled positions. Unit pricing for Contractor personnel for different trades or special training shall also be included on this form. This price shall include all salary costs, benefit costs, specific overhead, taxes, insurance, small tools, transportation to the repair, and all other costs attributed to that employee including overhead and profit. Only the time spent in the field (time from when the personnel report to the County until the personnel leave the job site) may be billed to the County. Travel time to and from the Contractor's place of business to the County work location cannot be billed to the County.

b. Equipment Serviced

A general list of equipment requiring instrumentation and control system repair and examples of services or repairs needed are listed under **Exhibit 1 – Areas of Work**.

c. Materials and Supplies

The Contractor shall provide information on equipment and materials required for each repair. Where a County Purchase Order exists for specific equipment or materials, the County shall purchase these items. For common items used that may not be available at the facility, the Contractor may purchase them.

Any items purchased by the Contractor, which will be permanently installed in County facilities, must be new and unused. When submitting a Work Order Form, complete Section C of the Form for common items that may be supplied by the Contractor. The County maintains an inventory of some common items such as piping, valves, wiring, conduit, tubing, hoses, fittings, and connectors. Items to be supplied by the County shall be stated at the beginning of the repair assigned to a Contractor. Items that are to be supplied by the County for a Work Order shall require the County approval prior to issuing a Start Work Order.

Replacement parts for critical equipment are maintained at each location. Contractor shall document the use of replacement parts on a County's generated work order and give this to the County.

The County shall specify the type and manufacture of all items supplied by the Contractor. Substitutions of items require approval of the County. All materials, equipment and articles used during the repair that are permanently installed shall be turned over to the County, become property of the County and shall be new unless specifically stated otherwise.

C. PART III:

3.1 Execution

a. Contractor Approval

The Contractor must submit the completed Work Order Form and all required documentation for evaluation.

b. Request for Contractor Service

When work is required, the County will request Work Orders from an approved Contractor and will select a proposal that best meets the requirements of the repair. The selection will be made on basis of price, past performance, capability to handle the repair, and availability. The County will approve the Repair proposal in writing

Once called, the Contractor will be notified of the type of service response needed. When the Contractor's personnel arrive at the work site, they shall report to the County for work instructions. Work instructions will include work orders, drawings, specifications, and any other directions or information needed to complete the Work.

c. Documents

Contractor personnel will receive instructions on completing required paperwork such as work orders, preventative maintenance and corrective maintenance forms. Contractor personnel shall maintain at the work site, drawings, specifications, work orders or other modifications, in good order and marked correctly to record changes and selections made during work.

The Contractor shall cooperate with the County in providing needed information to start and complete work orders for the computerized maintenance management system. These shall be given to the County upon completion of the Work.

d. Quality Assurance

The Contractor shall keep the County informed of the progress of the Contractor's Work. County selected inspections or tests shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the contract. If the repair is not completed as required, the Contractor shall correct the problem without additional expense to the County.

e. Non-Performance

In the event that the Contractor does not fulfill their obligations under the terms and conditions of this specification for an approved Work Order or does not report to the job site when required, the County may call another Contractor to perform the original service request.

If another Contractor must be called to complete the service request, the original Contractor shall not receive payment for work performed up to that point until all costs attributed to the non-performance are realized and deducted. This arrangement is required to cover additional expenses incurred, such as mobilization, incentive fees, and removing poor quality work, when completing the original service request.

f. Cleaning Up

The Contractor shall keep work areas, where service is being conducted, free from accumulation of waste materials.

Contract personnel shall conduct orderly operations at the site with materials and equipment. At the end of the working day, the Contractor shall remove from the work site any project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

g. Access to Work

Contract personnel shall park only in parking areas designated by the County. When requested to work at a facility that is normally unstaffed, contract personnel will be given directions to the site and the name of a person to whom they shall report and the time that they shall arrive at the facility to get further instructions. The Contractor shall provide the County access to the work in progress.

h. Billing

Contractor personnel shall complete a daily time sheet. The time sheet shall list the number of hours worked, each of the Contractor's personnel, the date, the facility's address, and the Contractor's name, address and phone number. The Plant Manager or his designee must approve the daily time sheet each day. The Contractor shall give a copy of the time sheet to the County.

For each facility, the Contractor will submit one (1) invoice at the end of each month for Work supplied to the County. The monthly invoice shall list each Work Order completed or in process since the previous invoice was issued. The following items shall be listed on the invoice: date of service, hours of service and charges (including any approved overtime), itemized listing of parts and costs, the name of the person who requested the service, Subcontractor breakdown listing name of Subcontractor with hours worked, overtime, a totalized amount for the month, time sheets and an address where payment is to be made. No monies will be paid for the preparation or negotiation of a Work Order. Invoices shall be completed and submitted by the 10th of the month following the work.

3.2 Work Order Form

The Contractor shall provide a proposal to perform work by using a Work Order Form (**Exhibit 2**) in response to the County's work order request. Unit pricing for Contractor's personnel for different trades or special training shall also be included in the proposal. This price should include all salary costs, benefit costs, specific overhead, taxes, insurance, small tools, transportation to the repair, and all other costs attributed to that employee, with the exception of the incentive fees.

For a Work Order, only the time spent in the field (time from when the personnel report to the County until the personnel leaves the job site) may be billed to the County. In the event that the work requires personnel and equipment, which is not covered under the unit rates, then Contractor will be compensated as detailed in the change order section of the General Condition.

D. PART IV:

4.1 Qualifications

- a. The successful Bidder shall be a "systems house," regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a "systems house" shall be interpreted to mean an organization that can demonstrate the following criteria:
 - 1) Bidders must submit resumes, qualifications, names and training certificates for registered professional Control Systems Engineer to supervise or perform the work required by this specification section.
 - 2) Submit names and evidence of other key personnel that will be assigned this project who have successfully completed a manufacturers training course on the configuration and implementation of the specific programmable controllers, computers, instrumentation hardware and control system hardware and software.
 - 3) The Bidder must have at least three (3) employees with experience providing technical support services for Control/SCADA systems.
 - 4) The Bidder and /or its employees must provide evidence of experience in the following three (3) or more of the following areas:
 - (a) Rockwell/Allen Bradley PLCs installation, service and programming
 - (b) Schneider Electric HMI Products
 - (c) Rockwell Automation Factory Talk HMI software
 - (d) Siemens PLC installation, service and programming
 - (e) SCADA Telemetry communications (Radio, Cellular, WAN)
 - (f) Computer Networking via servers, routers, switches, firewalls, etc.,
 - (g) AVEVA/Wonderware Intouch SCADA HMI
 - (h) Inductive Automation Ignition
 - (i) VT SCADA
 - (j) Industrial Control System (ICS) field device, installation, maintenance and repair
 - (k) Demonstrated knowledge of AWWA/NIST 800 ICS cybersecurity standards

- 5) The Bidder must show evidence they have performed work of similar or greater complexity on at least five (5) previous projects within the last (5) five years. Shall submit names, addresses, telephone numbers, and details of instrumentation.
 - 6) The Bidder must show evidence they have been in the industrial control system industry performing the type of work specified in this specification section for a minimum of ten (10) years.
- b. The Bidder must provide a written statement on company letterhead that the company shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, trouble-shooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (4) hour period for emergency services.

Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the County for any subcontractors.

The company shall submit a statement of qualifications, relevant to the specifications proposed for this bid that include: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.

The company shall provide a list of telephone numbers and cellular phone numbers where an Instrumentation & Controls Specialist can be reached at all times in the event of an emergency. Maximum thirty (30) minute call back time is required.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT 1**AREAS OF WORK**

Required qualifications for each of the areas listed below include demonstrated hands-on experience and expertise with all aspects (especially the specifics spelled out for each area below) of work related to the areas including but not limited to installation, setup, configuration, programming, troubleshooting/debugging and deployment of projects in advanced industrial environments.

1. Allen Bradley Controllers – Install, configure, upgrade and troubleshoot/repair Allen Bradley controller hardware. Install, create and debug new and existing Allen Bradley Controller Software. Create, configure, upgrade and troubleshoot Allen Bradley controller interface with instruments and other networked nodes. Port Logix programs from one platform to another. For example, port Logix 500 programs running on MicroLogix controllers to Logix5000 programs running on CompactLogix and ControlLogix controllers

The Majority of Allen Bradley controllers currently in service at DWM are ControlLogix, CompactLogix, MicroLogix, and SLC500 but other Allen Bradley controllers may also be present in some areas (including RTU's and Point I/O modules)

2. Rockwell Automation SCADA Software – Install, configure, upgrade and troubleshoot Allen Bradley OIT panels. Install, create, upgrade and debug Rockwell Automation FactoryTalk View Machine and Client/Server HMI applications. Implement and debug FactoryTalk View HMI interface with controllers and other networked nodes. Install, configure, upgrade and troubleshoot other RA software such as FactoryTalk Historian, FactoryTalk AssetCentre, and others.
3. Citect HMI – Install, Create, configure, upgrade, and debug Citect HMI client and server applications. Create and debug Citect Server and Client interface with each other and other networked nodes. Setup and troubleshoot redundancy for Citect HMI servers. Set up, configure, maintain, and troubleshoot communication between Citect servers and Telog Instrument Servers. Create, modify and debug routing of communications between Citect and Telog through Cogent OPC tunneling program and other OPC programs specific to Telog and Citect.
4. Telog – Install, configure, modify and commission Telog recorders. Install, modify and debug all Telog server and client software components. Create, configure, and modify sites that correspond to Telog recorders in the field, in the Telog Client and Server software components. Troubleshoot problems with Telog hardware and software. Create, modify and debug ASP.NET ADO and ODBC routines to access Telog database using SQL scripts and display data within HMI.
5. Wonderware HMI –Install, create, configure, modify and debug Wonderware HMI. Install and Configure WW Historian on server platforms. Create, configure, modify and debug tags in Historian. Create, modify and debug communications between HMI and the Historian. Install, configure, and modify IDAS on workstations as a client-side data repository between the HMI and the Historian. Install, modify and debug XLReporter software. Create MS Excel script to interface with Wonderware Historian and retrieve data. Create MS Excel tables and charts/graphs from WW historical data on the client station and on the server.

6. Field Bus and Industrial Communication – Setup complete fieldbus and industrial communication implementation (hardware, wiring, software installation, configuration, etc.). Configure, debug and modify existing fieldbus implementations.

Fieldbus and industrial communication protocols currently in use at DWM include Ethernet, Profibus (DP, PA), Rockwell ControlNet, Rockwell DeviceNet, Modbus, HART, Siemens RedConnect. Work on other protocols such as Foundation Field Bus, Profinet and others may be required.

Especially important for work in this area is proficiency with ControlNet and DeviceNet, uploading and downloading application software via these protocols, configuring communication media and validating taps on nodes, setting and replacing 75 ohm terminating resistors and troubleshooting repeater and fiber modules. Also important is thorough knowledge and hands-on proficiency with Profibus PA and DP communication networks, wiring requirements, proper termination, proper segment layouts, and all other aspects of successfully setting up and troubleshooting these networks.

7. Field Device Management – Install, configure, modify and debug Field Device Management and Configuration tools such as Endress & Hauser Fieldcare, Prosoft .fdt, SST CommDTM and other DTM/FDT and Device Management software tools.
8. Siemens Controllers – Install, create, configure, modify and debug complete Siemens S7 hardware and software implementations (redundant and non-redundant). Currently DWM uses S7-300, 400 and 400H and RTU units but it may be necessary to work on other model.
9. Siemens OIT – Install, create, configure, modify and debug Siemens OIT software and hardware.
10. MDS Radio – Install, modify, troubleshoot, and debug hardware and software for MDS radio systems. DWM currently uses 900 MHZ licensed radios. Configure and troubleshoot radio networks including master and client radios.
11. General I&C Work – Perform general I&C hardware and software tasks such as enclosure design, construction and wiring. Work on electrical and electronics components such as relays, power supplies, surge protection, and signal isolators. Create relay logic circuits. Configure various electronic components and devices and all other tasks categorized as I & C work.

12. Examples of Equipment and Repairs Needed

The following is a general list of instrumentation and control systems that may require corrective maintenance and some examples of types of service or repair that may be needed (this is not a complete listing of equipment, service or repairs that may be needed):

- Aeration equipment
- Replace or repair ORP Meter or probe Repair PH Meter
- Air Centrifugal Air Blower
- Replace temperature sensor Replace pressure sensor Reprogram PLC control system
- Replace valve positioners
- Chemical feed facilities
- Replace flow meters

- Replace gas detectors Replace level controls
- Trouble shoot pump and system operation
- Compressed air system
- Replace pressure sensors
- Replace or adjust pressure controls
- Reprogram PLC Logic or Troubleshoot System
- Bar Screens
- Troubleshoot bar screen operation
- Replace instrumentation parts as necessary
- Centrifuges
- Troubleshoot system
- Replace defective switches
- Reprogram PLC controls if necessary
- Clarifiers
- Troubleshoot torque limit controls
- Reset torque limit controls if necessary
- Conveyors
- Horizontal screw conveyors
- Belt conveyors
- Digesters
- Replace emergency stop switches Troubleshoot system operation
- Replace gas detectors or sensors as necessary
- Replace mass gas flow meters
- Replace pressure switches
- Replace temperature sensors
- Trouble Shoot PLC as necessary and reprogram if necessary
- Filters
- Troubleshoot System Controls
- Replace Level Controls
- Replace pneumatic/electric switches
- Mixers
- Submersible Mixer
- Trouble shoot mixer controls
- Top mounted mixer
- Trouble shoot mixer controls
- Pumps
- Troubleshoot pump control systems
- Troubleshoot Control System
- Reprogram PLC
- Miscellaneous
- Repair or Replace Turbidity Meters
- Trouble or Replace valve actuators
- Variable Frequency Drives
- Troubleshoot Wiring and cables
- Pull wire or cable through conduit
- Trouble shoot wiring problems and
- Rewire control panes

- Industrial Control System
- Troubleshoot and repair SCADA hardware and software
- Upgrade SCADA System components
- Install SCADA components
- Troubleshoot servers, switches and routers
- Install and maintain firewalls
- Integrate OT/IT components and software
- Telemetry design, installation repair and maintenance
- Network design, installation, repair and maintenance
- SCADA system security design, installation, maintenance and repair
- Fiber Optic Cabling, patch cables patch panels, terminations and testing

13. Glossary of Terms

ADO = ActiveX Data Objects

DP = Distributed Periphery

DTM = Device Type Manager

DWM = Department of Watershed Management

FDT = Field Device Tool

HART = Highway Addressable Remote Transducer

HMI = Human Machine Interface

I&C = Instrumentation and Controls

I/O = Input Output

IDAS = IndustrialSQL Server Data Acquisition Service

Modbus = Modicon Bus

ODBC = Open Database Connectivity

OIT = Operator Interface Terminal

OPC = OLE for Process Control

OLE = Object Linking & Embedding

PLC = Programmable Logic Controller (PLCs = plural)

PROFIBUS = Process Field Bus

RTU = Remote Terminal Unit

SCADA = Supervisory Control and Data Acquisition

SQL = Structured Query Language

SST = A Manufacturer of Industrial Communication Device

EXHIBIT 2

WORK ORDER FORM

WORK ORDER NO. _____

PROJECT: Contract for Instrumentation and Controls Services

Contractor will complete the Services described below in accordance with the terms and conditions in the Construction Services Agreement.

DATE OF ISSUANCE: _____

CONTRACTOR: _____

PROJECT LOCATION(s): _____

SERVICES UNDER WORK ORDER NO. _____:

Contractor shall perform the Services for the purpose of [insert general description of Services to be performed], as more particularly described in the scope of Work and accepted proposal from Contractor attached and incorporated herein as **Exhibit 1** to this Work Order No. _____, including the attached schedule of unit prices for performing the required Services.

NOTICE TO PROCEED:

[check one of the following provisions]

_____ Contractor shall commence Work within _____ days of the date of this Work Order.

_____ Contractor shall commence Work within _____ days of receipt of a Notice To Proceed Work issued by the County.

TIME FOR COMPLETION: [identify with specificity all dates for Services from Contractor]

- a. Substantial Completion:
- b. Final Completion:
- c. Milestones:

WORK ORDER MAXIMUM PAYMENT AMOUNT:

[insert total amount of payment for this Work Order based on unit prices in **Exhibit A**]

REQUIRED SUBMITTALS AND DOCUMENTATION:

[INSERT ANY AND ALL DOCUMENTATION REQUIRED FOR SERVICES, INCLUDING ALL SHOP DRAWINGS, AS-BUILTS REQUIRED FOR FINAL ACCEPTANCE]

LIST OF APPROVED MATERIALS AND EQUIPMENT: (IF REQUIRED FOR A WORK ORDER, LIST ALL APPROVED MANUFACTURERS AND EQUIPMENT PROVIDERS APPROVED IN CONTRACTOR'S PROPOSAL)

FINAL ACCEPTANCE OF WORK REQUIREMENTS:

[INSERT SPECIAL TERMS FOR FINAL ACCEPTANCE OF WORK, INCLUDING ANY SIGN OFFS, DELIVERABLES]

CONFIRMATION THAT SERVICES AS LISTED ARE REQUESTED BY THE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: Field Engineer

Title: Project Manager

Dated this _____ day of _____, 20__

Dated this _____ day of _____, 20__

**CONFIRMATION OF SERVICE ASSIGNMENT
ACCEPTED BY CONTRACTOR**

By: _____

Name: _____

Title: _____

Dated this _____ day of _____, 20__

Work Order

***** 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*****

PRICE SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Project/Process Control Engineer	4,160	HOUR	\$ _____	\$ _____
2.	Drafter	1,720	HOUR	\$ _____	\$ _____
3.	Instrumentation Technician	2,080	HOUR	\$ _____	\$ _____
4.	SCADA Technician	4,160	HOUR	\$ _____	\$ _____
5.	Administrative Staff	1,720	HOUR	\$ _____	\$ _____
6.	Project Manager	1,720	HOUR	\$ _____	\$ _____
7.	Programmer	4,160	HOUR	\$ _____	\$ _____
8.	Network Engineer	2,080	HOUR	\$ _____	\$ _____
9.	Security Engineer	2,080	HOUR	\$ _____	\$ _____
TOTAL AMOUNT, Items 1-9					\$ _____

In Written Words,

_____ DOLLARS.

The undersigned acknowledges that the above is a binding bid and is subject to the terms of the Instrumentation and Controls Services:

Name: (legibly printed or typed): _____

Signature: _____

Title: _____

Date: _____

BID ACKNOWLEDGEMENT FORM

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

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

- **Bidder acknowledges addendum(s): No. 1____, No. 2____, No. 3____ (If Applicable)**
 - Bidder acknowledges that this bid is valid for one-hundred twenty (120) _____(Initial) days from and including the actual bid opening date.
 - Bidder acknowledges that bid meets or exceeds minimum specifications. _____(Initial)
Any deviation from minimum specifications must be explained, in detail, by bidder as to how the bid does not meet the exact specifications.
 - Bidder acknowledgement of Revisions to the above Terms and Conditions:
 - No revisions _____(Initial)
- OR**
- There are revisions and they are included with the bid submittal _____(Initial)

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

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

ATTACHMENT A**REQUIRED DOCUMENTS CHECKLIST**

Bidder complete and submit the following documents with your bid:

Bid Page No.	Title	Check This Box If Included With Bid
38	Bid Acknowledgement Form*	
39	Required Documents Checklist	
40	Contractor Reference and Release Form	
41	Subcontractor Reference and Release Form, if applicable**	
43	Contractor Affidavit*	
44	Subcontractor Affidavit, if applicable**	
45-53	LSBE - Exhibits 1 and 2 of Attachment G*	
54	First Source Jobs Acknowledgement Form	
55	New Employee Tracking Form	
-	A copy of current, valid Business License	
-	Qualifications Packet (inclusive of all information outlined in Minimum Specifications, D. Part IV, Qualifications)*	

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

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

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

Printed Name

Signature

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

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

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: ¹
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such 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 website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

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

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

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT G

**LSBE INFORMATION
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: **21-101412**

TITLE OF UNIT OF WORK – **SCADA CONTROLS AND INSTRUMENTATION SERVICES (Three (3) Year Multiyear Contract)**

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

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of work that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

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

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

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

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

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

Please attach additional pages, if necessary.

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

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

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE 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):

EXHIBIT 1, CONT'D

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

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 _____, 20__.

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: 21-101412

Project Name: SCADA CONTROLS AND INSTRUMENTATION SERVICES (Three (3) Year Multiyear Contract)

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

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

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT H

FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)
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) 687-3900 or email to fkadkins@dekalbcountyga.gov.

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

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

DATE: _____ FEDERAL TAX ID: _____

COMPANY NAME: _____ WEBSITE: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT): _____

CONTACT NAME: _____ TITLE: _____

CONTACT E-MAIL ADDRESS: _____ CONTACT PHONE: _____

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

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

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

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

SALARY RATE (OR RANGE): _____ SPECIFIC WORK SCHEDULE: _____

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO SELECT ALL THAT APPLY:
 CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY:

Please return form to: jbblack@dekalbcountyga.gov

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

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.

