



## Department of Purchasing and Contracting

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

**October 18, 2021**

**INVITATION TO BID (ITB) NO. 21-101421**

**FOR**

**8,000 LB CAPACITY OPEN CAB FORKLIFT, 3,500 LB CAPACITY, 36 VOLT-AC HYDRAULICS,  
STAND-UP COUNTERBALANCED TRUCK  
(THREE (3) YEAR MULTIYEAR CONTRACT)**

**DEKALB COUNTY, GEORGIA**

Procurement Agent:	Angel Frazier
Email:	amfrazier@dekalbcountyga.gov
Deadline for Submission of Questions:	<b>5:00 P.M. ET, October 29, 2021</b>
Bid Opening:	<b><u>3:00 P.M. ET, November 17, 2021</u></b> via Zoom video conference: <a href="https://dekalbcountyga.zoom.us/j/83397622063">https://dekalbcountyga.zoom.us/j/83397622063</a>
Validity of Bid:	120 Days

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

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

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**INVITATION TO BID NO. 21-101421**

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## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB 21-101421 8,000 LB Capacity Open Cab Forklift, 3,500 LB Capacity, 36 Volt-AC Hydraulics, Stand-Up Counterbalanced Truck (Three (3) Year Multiyear Contract)** from responsible bidders.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

<b>Date Issued:</b>	<b>October 18, 2021</b>
<b>Deadline for Submission of Questions:</b>	<b>5:00 P.M. ET, October 29, 2021</b>
<b>Bid Opening:</b>	<b><u>3:00 P.M. ET, November 17, 2021</u></b> via Zoom video conference: <a href="https://dekalbcountyga.zoom.us/j/83397622063">https://dekalbcountyga.zoom.us/j/83397622063</a>
<b>Bids Valid Until:</b>	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, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030, not later than **3:00 P.M. ET, November 17, 2021.**

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

#### 2. CONTACT PERSON:

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

#### 3. QUESTIONS:

**All requests must be in writing.** Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined in the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation,

if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on October 29, 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, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>. Bidder should regularly check the County's website for addenda.

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## INVITATION TO BID PROCEDURES

### A. BIDDER INFORMATION:

1. FAILURE TO RETURN ALL PAGES OF THIS INVITATION TO BID MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.
2. 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.
3. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless “no substitutes” is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
4. By submitting a bid, the Bidder warrants that any good or service supplied to DeKalb County Government meets or exceeds the specifications set forth in this solicitation.
5. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract, and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
6. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
7. Bid Withdrawal  
  
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.
8. Expenses of Preparing Responses to this ITB

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

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

#### 11. 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.

#### 12. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
- b. The LSBE participation requirement has been waived for this project.**
- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at [DeKalbFirstLSBE@dekalbcountyga.gov](mailto:DeKalbFirstLSBE@dekalbcountyga.gov).

#### 13. First Source Jobs Information

- a. The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in

whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met

- b. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.dekalbworkforce.org](http://www.dekalbworkforce.org) or 404-687-3400.

#### 14. 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.**

#### 15. Required Signatures

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

#### 16. 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.

#### 17. Business and Professional Licenses

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a

copy of its valid professional license with Bidder's bid or upon award unless the Technical Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

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

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A – Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 21-101421 for 8,000 LB Capacity Open Cab Forklift, 3,500 LB Capacity, 36 Volt-AC Hydraulics, Stand-Up Counterbalanced Truck (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 intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.



**GENERAL TERMS AND CONDITIONS**

- A.** In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted Response; and the County's ITB.
- B.** The 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 or goods will commence within **one hundred twenty (120) calendar days** upon request.

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

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

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

Address:

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

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

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

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

**E. FOREIGN PRODUCTS:**

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

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

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

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**F. COUNTY REQUIREMENT:**

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

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

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of two (2) years. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

A. Bidder will indicate below items included in the STANDARD WARRANTY:

<u>ITEM</u>	<u>TIME</u>	<u>MILES</u>
1. Engine	_____	_____
2. Transmission	_____	_____
3. Brake System	_____	_____
4. Frame & Steering	_____	_____
5. Cab & Chassis	_____	_____
6. Axle & Suspension	_____	_____
7. Cooling System	_____	_____
8. Exhaust System	_____	_____
9. Lighting & Electrical Systems	_____	_____
10. Wheels & Tires	_____	_____
11. Other (Bidder State):	_____	_____

B. Bidder will indicate below items included in the EXTENDED WARRANTY:

<u>ITEM</u>	<u>TIME</u>	<u>MILES</u>	<u>COST, IF APPLICABLE</u>
1. Engine	_____	_____	_____
2. Transmission	_____	_____	_____

3. Brake System	_____	_____	_____
4. Frame & Steering	_____	_____	_____
5. Cab & Chassis	_____	_____	_____
6. Axle & Suspension	_____	_____	_____
7. Cooling System	_____	_____	_____
8. Exhaust System	_____	_____	_____
9. Lighting & Electrical Systems	_____	_____	_____
10. Wheels & Tires	_____	_____	_____
11. Other (Bidder State):	_____	_____	_____

C. Bidder will indicate below any Extended Warranty beyond that listed above:

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D. NOTE: Any omission of items in the above listings does not, in any way, relieve the bidder of any requirements in these Standard or Extended Warranties.

#### **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. CONTRACT PURCHASE AGREEMENT:**

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 (Bidder shall not fill in the blank in this section. This portion shall be completed by the Department of Purchasing and Contracting upon the acknowledgement of receipt of the Notice to Proceed):**

The Contractor shall commence the Work under this Contract within ten (10) days from 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, 20\_\_\_\_, 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. Pricing as stated within the ITB.

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

certifies as to its own organization that in connection with this procurement:

- a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**N. PAYMENT (Bidder shall not fill in the blanks in this section. This portion shall be completed by the Department of Purchasing and Contracting upon contract award):**

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

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

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

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

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

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

Department of Watershed Management  
1580 Roadhaven Drive  
Stone Mountain, GA 30083  
Attn: John Mann  
Email: [jamann@dekalbcountyga.gov](mailto:jamann@dekalbcountyga.gov)

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

c. Notices must be submitted to:

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

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

**O. ACCURACY OF WORK:**

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

**P. ADDITIONAL WORK:**

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the

Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

#### **Q. OWNERSHIP OF DOCUMENTS:**

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

#### **R. RIGHT TO AUDIT:**

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

#### **S. SUCCESSORS AND ASSIGNS:**

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

**T. REVIEWS AND ACCEPTANCE:**

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

**U. TERMINATION OF AGREEMENT:**

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

**V. INDEMNIFICATION AGREEMENT:**

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



Indemnites 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 Indemnites, 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:**

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (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
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
    - \$5,000,000 per occurrence
    - \$5,000,000 aggregate
2. Additional Insured Requirement:
  - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's

compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. 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.

- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
  4. Certificates of Insurance must be executed in accordance with the following provisions:
    - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
    - (b) Certificates to contain the location and operations to which the insurance applies;
    - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
    - (d) Certificates to contain Contractor's contractual liability insurance coverage;
    - (e) Certificates are to be **issued** to:
 

DeKalb County, Georgia  
 Director of Purchasing and Contracting  
 Maloof Administration Building  
 1300 Commerce Drive, 2<sup>nd</sup> Floor  
 Decatur, Georgia 30030
  5. Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
  6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
  7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
  8. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
  9. Contractor is obligated to comply with any revisions to the County's insurance requirements.
  10. 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.

11. 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. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
12. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

#### **X. GEORGIA LAWS GOVERN:**

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

#### **Y. VENUE:**

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

#### **Z. COUNTY REPRESENTATIVE:**

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

#### **AA. CONTRACTOR'S STATUS:**

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and

subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

**BB. SOLE AGREEMENT:**

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

**CC. SEVERABILITY:**

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

**DD. NOTICES:**

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

**If to the County:** Chief Procurement Officer  
Department of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

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

**EE. GEORGIA OPEN RECORDS ACT:**

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

legal advice prior to making a submission.

#### **FF. COOPERATIVE AGREEMENT**

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

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

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

## MINIMUM SPECIFICATIONS

### I. General:

Bidder is required to insert in the spaces provided on the “Minimum Technical Specifications” sheet(s) appropriate and specific detail describing the technically related information identified with the unit(s) bidder proposes to furnish. State if equipment meets requirements; if not state exact difference (or if not available). Attach additional pages if required, with clear references to pages, sections, and requirement numbers.

If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation to Bid, bidder shall include in the bid a clear description of such proposed modifications and clearly mark any descriptive material to show the proposed modifications.

POSSIBLE FUTURE PURCHASES: In the event DeKalb County determines to purchase additional units, bidder shall indicate below if the County may purchase these units at the same price, terms, and conditions stated in this bid:

Yes \_\_\_\_\_

No \_\_\_\_\_

If “Yes,” state below date to which such an option could be exercised:

---

### II. **Minimum Technical Specifications for 8,000 LB Capacity Open Cab Solid Pneumatic Tire Lift Truck**

Equipment must comply with Federal and State laws and regulations as applicable date of delivery concerning equipment and conditions and will be complete with standard equipment and all extra equipment as specified. Bidder will fill in the following information as applicable to unit offered.

	<u>MINIMUM REQUIREMENTS</u>	<b>BIDDER STATE <u>YES/NO</u></b>
<b>A. Operational:</b>		
1. Shall have an open cap	That meets or exceeds ANSI B56.6 design criteria.	
2. Overhead guard	Shall have standard height overheard guard.	
3. Maximum lift capacity	Shall be no less than 7,600 lbs.	
4. Mast fork height	Shall be minimum 14.5 feet.	
5. Mast tilt	Shall be no less than 6% forward, 6% rearward.	
6. Mast side shift	Shall be 8 inches.	
<b>B. Dimensions:</b>		
1. Wheelbase	Should be 76 inches.	
2. Width	Should be 58 inches.	

	3. Ground clearance	Should be 8.5 inches.	
	4. Turning radius	Should be 107 inches.	
	5. Fork size	Shall be 2.0" t x 5" w x 48" L ITA Class 3	
<b>C.</b>	<b>Engine:</b>		
	1. Engine type	Shall be EPA and CARB ultra-low emission, V6, 4.3 Liter.	
	2. Fuel type	Shall be LPG.	
	3. Engine hour meter		
<b>D.</b>	<b>Electrical:</b>		
	1. Battery	Shall be a 12 volt system.	
	2. Shall have an engine protection shutdown system, that is turned on and active, to monitor oil and coolant level, and engine temperature.	Shall be heavy duty maintenance free.	
<b>E.</b>	<b>Transmission/Drive Axle:</b>		
	1. Heavy duty designed specifically	Should be manual two-gear.	
<b>F.</b>	<b>Brakes:</b>		
	1. Service Brake	Shall be foot operated, hydraulic actuated, wet disc brake sealed in oil.	
<b>G.</b>	<b>Steering:</b>		
	1. Shall have tilt steering	Shall have hydrostatic power steering with padded wheel.	
<b>H.</b>	<b>Tires:</b>		
	1. Front	Shall have 8.25 x 15 14PR solid tire; shall also have dual for a total of 4 front tires.	
	2. Rear	Shall have 7.00 x 12 14PR solid tire.	
<b>I.</b>	<b>Hydraulic System:</b>		
	1. Pump shall be 2 stage	Shall be 30.5 GPM Capacity @ 2200 PSI @ 2200 RPM.	
	2. Shall have a 3-spool control valve with a preset relief valve.		
	3. Shall have a 3-stage mast.		
<b>J.</b>	<b>Features and Accessories:</b>		
	1. Shall have two forward LED working lights.		
	2. Shall have a LED strobe light.		
	3. Shall have rear view mirrors.		

	4. Seat	Shall be industrial deluxe full suspension and adjustable forward and rearward with a seatbelt.	
	5. Shall have warning light for parking brake.		
	6. Gauges	Shall have a voltmeter. Shall have an oil pressure gauge. Shall have a water temp gauge.	
	7. Back-up alarm	Shall be electronic & volume self-adjusting.	
	8. Pental hook	Shall be 7,000 lb capacity for light duty towing.	
<b>K.</b>	<b>Parts:</b>		
	1. Availability	Parts must be readily available in the Atlanta area for a minimum of ten years following purchase.	
	2. Parts stock	Vendor must have a minimum of 80% of wear parts in stock.	
	3. Parts delivery	Vendor must guarantee delivery within 48 hours for all non-stock parts.	
<b>L.</b>	<b>Warranty:</b>		
	1. Bidder must supply a full machine warranty for 2 years/unlimited hours; 3 years, 6000 hours powertrain.		
<b>M.</b>	<p>Bidder fill in below the brand name, model or identification number and year model of item(s) offered in bid.</p> <p>Brand Name and Model or Identification Number:</p> <p>_____</p> <p>Year Model:</p> <p>_____</p>		
<b>N.</b>			
	<p><u>Data Sheet</u>: At delivery provide a single sheet of paper with all Component Model and Serial Numbers. List to include: Engine, Transmission, Axles, PTOs, Pumps, Motors, Tracks, Battery, Alternator, Belts, Hoses, Filters and any other major items.</p>		
<b>O.</b>			
	<u>Manuals</u> : The successful Bidder is to include the following manuals		



	in binders with the order. Paper manuals will be accepted.	
<b>P.</b>		
	<u>Factory Shop Repair Manuals</u> , including specific manuals for each major component, i.e., Engine, Hydraulics, and Upper Structure. Furnish only 2 manuals for each item number bid (not per unit).	
<b>Q.</b>		
	<u>Factory Shop Parts Manual</u> - for the Engine, Hydraulics, and Upper Structure. Furnish only 2 manuals for each item number bid (not per unit).	
<b>R.</b>		
	<u>Operator's Manual and Warranty Booklet</u> – one (1) per vehicle; plus three (3) additional for item number bid, (not per vehicle).	
<b>S.</b>		
	<u>Training</u> : The successful Bidder is to provide the following training and training materials.	
<b>T.</b>		
	<u>Minimum four (4) hours of operational training</u> for four (4) employee operators.	

### III. Minimum Technical Specifications for 3,500 LB Capacity Open Cab Lift Truck

Equipment must comply with Federal and State laws and regulations as applicable date of delivery concerning equipment and conditions and will be complete with standard equipment and all extra equipment as specified. Bidder will fill in the following information as applicable to unit offered.

	<b><u>MINIMUM REQUIREMENTS</u></b>		<b><u>BIDDER STATE YES/NO</u></b>
<b>A. Operational:</b>			
	1. Shall have an open cab 36 volt A/C powered.		
	2. Overhead guard	Shall be standard 88" high.	
	3. Maximum lift capacity	Shall be no less than 3,500 lbs.	
	4. Mast extended height	Shall be minimum 15 feet.	
	5. Mast tilt	Shall be 5 Deg Forward/5 Deg Back.	
	6. Mast shall have a cascade side shift fork positioner.	Shall be 33-inch-wide hang-on type.	
	7. Rating	Shall be Underwriters Laboratories "E" rated forklift.	

<b>B.</b>	<b>Dimensions:</b>		
	1. Wheelbase	Should be no less than 47.2 inches.	
	2. Width	Should be no less than 38 inches.	
	3. Ground clearance	Should be 3 inches.	
	4. Turning radius with brake	Should be 56.2 inches.	
	5. Fork size	Shall be 1.75" t x 4" w x 42" L ITA Class II	
<b>C.</b>	<b>Engine:</b>		
	1. Dual AC drive motors	Shall have electric motor, AC traction system.	
	2. Performance	Shall have 3 performance modes (Economy/Normal/High)	
<b>D.</b>	<b>Electrical:</b>		
	1. Battery	Shall be heavy 36 volt system. Shall have a single point watering system	
	2. Industrial battery charger	Shall have 36 volt industrial single phase charger to match batteries.	
	3. Transmission/Drive axle	Shall have three-wheel drive.	
<b>E.</b>	<b>Brakes:</b>		
	1. Service brake	Shall be done with variable regenerative motor.	
	2. Parking brake	Shall be electric.	
<b>F.</b>	<b>Steering:</b>		
	1. Steering	Shall have hydrostatic steering.	
	2. Steering tiller	Shall be 4-1/8" radius.	
<b>G.</b>	<b>Tires:</b>	Shall be rubber smooth-High Density tires.	
	1. Front pneumatic	Should have 16 x 7 – 10.5.	
	2. Rear steer pneumatic	Shall have 10 x 5 – 6.5.	
<b>H.</b>	<b>Hydraulic System:</b>		
	1. System	Should provide continuous filtration.	
	2. Hydraulic levers	Should be deck mounted and separate lift and tilt.	
<b>I.</b>	<b>Features and Accessories:</b>		
	1. Shall have 2 front working lights.		
	2. Shall have Amber strobe light on top of unit.		

	3. Shall have 2 rear view mirrors.		
	4. Seat	Shall be industrial deluxe full suspension and adjustable forward and rearward with a seatbelt.	
	5. Should have an LCD display that includes:	<ul style="list-style-type: none"> <li>• Hour meter/travel distance/stopwatch indicator.</li> <li>• Battery capacity indicator.</li> <li>• Pin code access indicator.</li> <li>• Access 1 2 3 diagnostics indicator.</li> <li>• Performance mode.</li> <li>• Event code display with five (5) key navigation.</li> </ul>	
	6. Shall have a back-up alarm.		
	7. Should have a fan to blow an operator.		
<b>J.</b>	<b>Parts:</b>		
	1. Availability	Parts must be readily available in the Atlanta area for a minimum of ten years following purchase.	
	2. Parts stock	Vendor must have a minimum of 80% of wear parts in stock.	
	3. Parts delivery	Vendor must guarantee delivery within 48 hours for all non-stock parts.	
<b>K.</b>	<b>Warranty:</b>		
	1. Bidder must supply a full machine warranty for 1 year/unlimited hours.		
	2. Bidder must supply a warranty for 3 years/6,000 hours for Access 1 2 3 control system with full truck programmability and diagnostics.		
	3. Bidder must supply a 2 year/4,000 hour warranty on the e-Gen braking system		
<b>L.</b>	<b>Service:</b>		
	1. Bidder must be able to service batteries, charger and forklift.		
<b>M.</b>			
	Bidder fill in below the brand name, model or identification number and year model of item(s) offered in bid.		

	Brand Name and Model or Identification Number: <hr/> Year Model: <hr/>	
<b>N.</b>		
	<u>Data Sheet:</u> At delivery provide a single sheet of paper with all Component Model and Serial Numbers. List to include: Engine, Transmission, Axles, PTOs, Pumps, Motors, Tracks, Battery, Alternator, Belts, Hoses, Filters and any other major items.	
<b>O.</b>		
	<u>Manuals:</u> The successful Bidder is to include the following manuals in binders with the order. Paper manuals will be accepted.	
<b>P.</b>		
	<u>Factory Shop Repair Manuals</u> , including specific manuals for each major component, i.e., Engine, Hydraulics, and Upper Structure. Furnish only 2 manuals for each item number bid (not per unit).	
<b>Q.</b>		
	<u>Factory Shop Parts Manual</u> - for the Engine, Hydraulics, and Upper Structure. Furnish only 2 manuals for each item number bid (not per unit).	
<b>R.</b>		
	<u>Operator's Manual and Warranty Booklet</u> – one (1) per vehicle; plus one (1) additional for item number bid, (not per vehicle).	
<b>S.</b>		
	<u>Training:</u> The successful Bidder is to provide the following training and training materials.	
<b>T.</b>		
	<u>Minimum four (4) hours of operational training</u> for two (2) employee operators.	

**[END OF MINIMUM SPECIFICATIONS]**

### PRICE SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
1.	8,000 lb. Capacity Open Cab Solid Pneumatic Tire Lift Truck per minimum specifications and notes below:	2	Each	\$ _____	\$ _____
2.	3,500 lbs. Capacity Open Cab Lift Truck per minimum specifications and notes below:	2	Each	\$ _____	\$ _____
TOTAL BID AMOUNT					\$ _____

#### Notes to Bidder:

**Note 1:** Title Application and Manufacturer's Statement of Origin to be made out to:  
DeKalb County Georgia  
1300 Commerce Drive  
Decatur, GA 30030

**Note 2:** Data Sheet: See Page 24, Section N. for "Data Sheet" requirements.

**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 Technical Specifications. \_\_\_\_\_(Initial)  
Any deviation from Technical Specifications must be explained, in detail,  
by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
  - No revisions \_\_\_\_\_(Initial)

**OR**

- There are revisions and they are included with the bid submittal \_\_\_\_\_(Initial)

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

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

**ATTACHMENT A****REQUIRED DOCUMENTS CHECKLIST**

Bidder complete and submit the following documents with your bid:

<b>Bid Page No.</b>	<b>Title</b>	<b>Check This Box If Included With Bid</b>
1-29	ITB Document, including completion of the following: General Terms and Conditions, Sections: C. Delivery (pg. 9); E. Foreign Products (pg. 10); G: Warranty and/or Guaranty (pp. 10-11); FF. Cooperative Procurement (pg. 21); all pages of the Minimum Specifications (pp. 22-28); and the Price Schedule (pg. 29).	
30	Bid Acknowledgement Form*	
31	Required Documents Checklist	
32	Contractor Reference and Release Form*	
33	Subcontractor Reference and Release Form, if applicable**	
35	Contractor Affidavit*	
36	Subcontractor Affidavit, if applicable**	
37	First Source Jobs Acknowledgement Form*	
38	New Employee Tracking Form*	
-	A copy of current, valid Business License	

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

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

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

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

\_\_\_\_\_  
Signature

**ATTACHMENT B****CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

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

Signature \_\_\_\_\_ 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.

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

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

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

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: <sup>1</sup>
  - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

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<sup>1</sup> O.C.G.A. § 13-10-91, as amended

**ATTACHMENT E**

**CONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT F****SUBCONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN  
 BEFORE ME ON THIS THE

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

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT G**

**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](mailto: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 2**

**NEW EMPLOYEE TRACKING FORM**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**Email** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)**

If so, the approximate number of employees you anticipate hiring: \_\_\_\_\_

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

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

**DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY**

**SYSTEM TYPE:** ☐ First Source ☐ Direct Hire ☐ 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.*

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 4**

**EMPLOYMENT ROSTER**  
**DeKalb County**

<b>Contract Number:</b> _____ <b>Project Name:</b> _____ <b>Contractor:</b> _____ <b>Date:</b> _____								
Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

*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.*