



Department of Purchasing and Contracting

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

August 29, 2022

INVITATION TO BID (ITB) NO. 22-101507

FOR

WATER METERS AND PARTS (THREE (3) YEAR MULTIYEAR CONTRACT)

DEKALB COUNTY, GEORGIA

Procurement Agent:	Judi Moore
Email:	jmoore@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	August 31, 2022 or September 7, 2022 (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
Mandatory Pre-Bid Meeting:	10:30 A.M. ET, September 6, 2022 via Zoom video conference: https://dekalbcountyga.zoom.us/j/86826487955
Deadline for Submission of Questions:	5:00 P.M. ET, September 9, 2022
Bid Opening:	3:00 P.M. ET, September 27, 2022 via Zoom video conference: https://dekalbcountyga.zoom.us/j/85604689844
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>SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:</p> <p>_____</p>	<p>TELEPHONE AND FAX NUMBERS WITH AREA CODE:</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p> <p>SIGNER'S NAME AND TITLE (Type of Print):</p> <p>_____</p>
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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.

TABLE OF CONTENTS
FOR
INVITATION TO BID NO. 22-101507

TITLE	PAGE NO.
INVITATION TO BID OVERVIEW.....	3
INVITATION TO BID PROCEDURES.....	5
GENERAL TERMS AND CONDITIONS.....	9
MINIMUM SPECIFICATOINS.....	21
PRICE SCHEDULE.....	35
BID ACKNOWLEDGEMENT FORM.....	47
REQUIRED DOCUMENTS CHECKLIST AND ATTACHMENTS.....	48

INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB 22-101507 Water Meters and Parts (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:	August 29, 2022
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	August 31, 2022 or September 7, 2022 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.)
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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 **Judi Moore, 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 jmoore@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 addendum 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 September 9, 2022.**

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

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

9. Expenses of Preparing Responses to this ITB

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

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

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

12. Federal Work Authorization

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

13. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
- 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 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. Work Source 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 Work Source 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

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. 22-101507 Water Meters and Parts (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 award one bidder; however, the County reserves the right to award by line item and/or award to multiple bidders. 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 timeframe is approved by the Designated County Representative.

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.

Normal Business Hours (Days/Times):

The successful bidder shall give a 24-hour prior notice of delivery to the Department or Division calling in the order and must ask for caller's telephone number as well as Purchase Order number and address.

All prices are to be firm, F.O.B. destination, freight prepaid, delivered and serviced, as required, to the following point(s):

Department of Watershed

DWM Warehouse
1580 Roadhaven Drive
Stone Mountain, Georgia 30083

Contact Information

John Mann
Tel: 770-621-7240
Main Office Tel: 770-414-6220

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 of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.**

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. 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") and fully complete the work within one thousand ninety-five (1,095) days from and including the 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 N. 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 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:

1. 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
Contact: John Mann
Tel: 770-621-7240
Email: jamann@dekalbcountyga.gov

2. 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.

3. 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 Indemnites," 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 Indemnites, 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 Indemnites 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, 2nd 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
Maloo 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. 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. Modification to AWWA Standards C-700 Latest Version for Cold Water Meters

(Item Nos. 1 through 3)

A. MATERIALS (Bidder State Compliance in boxes below):

1. Main case shall be ZERO LEAD made of suitable engineered composite alloy conforming to current NSF 61 annex F & G and any future reductions in allowable lead content. The polymer bottom plate shall be made of the same material and be affixed to the main case by a non-metallic, tamper resistant mechanism. Threaded bolt bottom plates shall not be accepted. Pressure rating shall be 150 psi working pressure with burst strength of at least 1100 psi.

Yes ___ No ___

2. The measuring element shall be a positive displacement type oscillating piston. Accuracy of the measuring element will be to AWWA new meter standards for 5 years and to repaired meter standards for 15 years.

Positive Displacement Measuring Chamber:

The measuring element shall be an engineered polymer with carbon fiber fill. It shall be an oscillating piston with dual ported to balance the weight of the piston or disc and forces imposed by the force of the water. The Positive Displacement measuring chamber shall meet ANSI/AWWA Standard C700 and C701 standards latest revision. Each meter shall be tested to ensure compliance with AWWA standards as listed below:

	^{3/4} "		1"	
Low Flow (95%)	0.5	gpm	0.75	gpm
Normal Flow (98.5% to 101.5%)	2	gpm	3	gpm
High Flow	30	gpm	50	gpm

Yes ___ No ___

3. Meters shall be as follows:

Full ^{3/4}" Short – ^{3/4}" x ^{3/4}" x 7 1/2"
 Full ^{3/4}" Long – ^{3/4}" x ^{3/4}" x 9"
 1" – 1" x 1" x 10 3/4"

Yes ___ No ___

B. GENERAL DESIGN (Bidder State Compliance in boxes below):

1. Meters Capacity shall be 0.5 to 30 gpm for ^{3/4}" meters with a Maximum headloss of 11 psi and 0.75 to 50 gpm for 1" meters with a maximum 11 psi headloss at maximum normal flow rate.

Yes ___ No ___

2. Meters shall operate without leakage or damage to any part at a working pressure of 150 psi.

Yes ___ No ___

3. New meter Accuracy shall be 100% +1% / -5% at 0.5 gpm and 100% +/- 1.5% registration of actual throughput from 2 to 30 gpm for 3/4" meters and 100% +1% / -5% at 0.75 gpm and 100% +/- 1.5% at 3 to 50 gpm for 1" meters. This accuracy shall be guaranteed to AWWA new meter accuracy for 5 years and to AWWA repaired standards for a total of 15 years.

Yes ___ No ___

C. DETAIL DESIGN (Bidder State Compliance in boxes below):

1. Registers: Meter shall register in U.S. Gallons and be straight reading. The register shall be hermetically sealed with a tempered glass lens. The all-electronic register shall read 9 digits and indicate usage in 1 G units. The register shall store approximately 4 months of hourly reads for water consumption analysis. The register shall come with a pre-potted 5' wire for 3/4" and 1" meter sensor that is plug-n-play compatible with existing meter transceiver units. No field splicing shall be allowed. Pre-wired waterproof connections shall be epoxy potted by the Manufacturer at both the register connection and Touch-Read type sensor.

Yes ___ No ___

2. All registers shall have factory programmed identification numbers to assure positive matching of the meter readings with the correct account number. All ID numbers must be unique and shall never be repeated. All ID numbers shall match the meter serial number. Register battery shall be guaranteed for the full 15-year life of the meter. All registers shall be totally compatible with DeKalb County's existing Touch-Read, Radio-Read, and Flex-Net AMI Meter Reading Equipment.

Yes ___ No ___

3. Electronic register shall have 120 days of hourly data logging with 30-day data pull intervals. Electronic register shall be equipped with smart alarms feature such as tampering, customer leak, reverse flow, high flow, low battery.

Yes ___ No ___

4. Register shall be affixed to the meter body by a stainless-steel security screw. Screw shall be unique to manufacturer and removal tool shall only be available from the manufacturer. Plastic security pins shall not be accepted.

Yes ___ No ___

5. All meter registers shall be as shown in the chart on the following page.

Description	³ / ₄ " and 1" Positive Displacement
Number of Wheels read electronically	7
Number of Fixed Zeros	0
Units read Electronically	1 G
Maximum Reading on Register	9,999,999.99 G
Resolution – 9 programmable wheels	0.01 G

(Item No. 4)

Bidder State Compliance in boxes below:

1. Meter shall feature an integrate 3-state valve, temperature and pressure sensors and alarms.

Yes ___ No ___

2. Meter shall have a 20-year life cycle and 15-year accuracy warranty.

Yes ___ No ___

3. Meter shall be able to control three states of water flow remotely (on, off, reduced).

Yes ___ No ___

4. The shut-off valve shall have 3-states – open, closed, and reduce flow.

Yes ___ No ___

5. Meter shall have smart alarms to protect the system such as tampering, customer leak, reverse flow, etc.

Yes ___ No ___

6. Meter shall be compatible with DeKalb County’s existing Flex-Net AMI System.

Yes ___ No ___

II. Modification to AWWA Standards C-702 for Cold Water Meters – Compound

Standard

(Item Nos. 5 through 10)

A. MATERIALS (Bidder State Compliance in boxes below):

1. Meters shall have Flange Gaskets, Nuts and Bolts. 1 ½” and 2” Meters shall have elliptical flanges with phonographic finish. Gaskets for 1 ½” and 2” meters shall be 1/8” drop in style red rubber. All other sizes shall include full faced red rubber. Nuts and bolts shall be stainless steel.

Yes ___ No ___

2. The meter main case shall be of epoxy coated ductile iron composition or stainless steel. The epoxy coating shall be provided as standard fusion-bonded and adhere to NSF 61 for no-lead regulation compliance.

Yes ___ No ___

B. DETAIL DESIGN (Bidder State Compliance in boxes below):

1. Tapped Bosses shall be provided including a 6-inch threaded brass nipple and lockable brass ball valve the same size as the outlet.

Yes ___ No ___

2. The register shall come pre-wired to a touch sensor. Pre-wired waterproof connections shall be epoxy potted by the manufacturer at both ends, the register and touch pad. The connecting wire shall be 20 feet long for 1/2” and larger size meters. The electronic read register shall have 8 reading wheels and read for billing in 1 Gallon units for 1 ½” thru 3” and 10 G units for 4” and larger sizes and shall be capable reading all 8 reading wheels.

Yes ___ No ___

3. All registers shall be hermetically sealed with a special triple moisture barrier to prevent internal fogging. Registers shall be guaranteed against defects in materials and workmanship for a period of at least 10 years.

Yes ___ No ___

4. All registers shall have factory programmed identification numbers to assure positive matching of the meter readings with the correct account number. All ID numbers must be unique and shall never be repeated. All registers shall be totally compatible with DeKalb County’s existing Touch-Read, Radio-Read and Flex-Net AMI Meter Reading Equipment.

Yes ___ No ___

5. All registers shall have a Test Mode where the register reads water throughput to two decimal places and can be reset to zero between test cycles.

Yes ___ No ___

6. All registers shall have a Data Logging Mode wherein 35 days of hourly minimum and maximum flow rate in GPM – and consumption in Gallons can be retrieved by non-technical personnel. Both Graphical and Tabular data shall be available.

Yes ___ No ___

7. All registers shall provide a programmable electronic pulse output signal.

Yes ___ No ___

8. All registers shall be totally compatible with DeKalb County’s existing Touch-Read, Radio-Read and Flex-Net AMI Meter Reading Equipment.

Yes ___ No ___

9. All meter registers shall read as shown in the chart below.

Description	1 1/2”, 2”, 3”	4”, 6”, and 8”
Number of Wheels read electronically	8	8
Number of Fixed Zeros	0	1
Units read Electronically	1 G	10 G
Maximum Reading on Register	99,999,999 G	999,999,990 G
Resolution – 8 programmable wheels	1 G	10 G

10. Measuring Chambers shall be a single mechanical measuring element capable of measuring Compound Meter flow rates as listed below.

Yes ___ No ___

Size	Low Flow 95% minimum accuracy	Normal Flow (GPM) 98.5 to 101.5%	Intermittent (GPM) Max Flow Rate	Laying Length
1 1/2”	0.25 GPM	0.5 to 200	200	13”
2”	0.25	0.5 to 200	200	15 1/4”
3”	0.50	1.0 to 500	500	17”
4”	0.75	1.5 to 1000	1000	20”
6”	1.5	3.0 to 2000	2000	24”
8”	1.5	6.0 to 2700	3400	30 1/8”

11. No Combo Meters employing Bypass Meters shall be considered.

Yes ___ No ___

12. Integral Strainers shall be included with Stainless Steel screens.

Yes ___ No ___

III. Modification to AWWA Standards C-703-86 for Cold Water Meters – Fire Service

Type

(Item Nos. 11 through 14)

A. MATERIALS (Bidder State Compliance in boxes below):

1. Gaskets, Nuts and Bolts: Gaskets to be 1/8” thick, full faced red rubber. Bolts and nuts to be stainless steel.

Yes ___ No ___

2. Strainers: Strainers shall be ductile iron body with stainless steel screen, corrosion protective coating

Yes ___ No ___

3. Pipe for Bypass Meter: There shall be no bypass meter piping.

Yes ___ No ___

B. DETAIL DESIGN (Bidder State Compliance in boxes below):

1. Registers: Register shall read in U.S. Gallons.

Yes ___ No ___

2. Register shall be hermetically sealed, with stainless steel Case and Glass Lens.

Yes ___ No ___

3. The register shall come pre-wired to a touch pad sensor housed in a pit lid adapter module designed for installation in meter box lids of various thicknesses. Pre-wired waterproof connections shall be epoxy potted by the manufacturer at both the register and touch pad. The connecting wire shall be 20 feet long for 4” and larger size meters. The electronic read register shall have 8 reading wheels and read for billing 10 G units for 4” and larger sizes.

Yes ___ No ___

4. All registers shall be totally compatible with DeKalb County’s existing Touch-Read, Radio-Read and Flex-Net AMI Meter Reading Equipment.

Yes ___ No ___

5. All meter registers shall read as shown in the chart below.

Size	Number of Of Dials	Wheels Read Electronically	Number of Fixed Zeros	Maximum Reading on Register	Maximum Resolution
4” Fire Main	8	8 10 G	1	999,999,990	10 G
6” Fire Main	8	8 10 G	1	999,999,990	10 G
8” Fire Main	8	8 10 G	1	999,999,990	10 G
10” Fire Main	8	8 10 G	1	999,999,990	10 G

6. Must provide Brass Test Nipple and Brass Ball Valve.

Yes ___ No ___

7. Strainers: All meters shall have stainless steel strainers

Yes ___ No ___

(Item No. 15)

Bidder State Compliance in boxes below:

1. Cold water meters, 3 inches, fire hydrant, hermetically sealed register, magnetic drive, locking register cap. Aluminum main case, Stainless Steel carrying handle, 2" gate valve, turbine measuring element, 1.5% accuracy, complete with fire hose coupling assembly.

Yes ___ No ___

2. Registers shall be totally compatible with DeKalb County’s existing Touch-Read, Radio-Read and Flex-Net AMI Meter Reading Equipment.

Yes ___ No ___

(Item No. 16)

Bidder State Compliance in boxes below:

1. Cold water meters, 1 ½”, turbine type, for irrigation sets. Epoxy coated ductile iron body with 2 bolt oval flanged ends. The all-electronic register shall have a tempered glass lens and shall output AMR resolution in Gallon 8-wheel format, rate of flow in GPM and a resettable test totalizer.

Yes ___ No ___

2. Registers shall be totally compatible with DeKalb County’s existing Touch-Read, Radio-Read and Flex Net AMI Meter Reading Equipment.

Yes ___ No ___

(Item No. 17 and No. 18)

Bidder State Compliance in boxes below:

1. Smart-Point transmitter must be capable of both Drive-by/Fixed Base radio transceiver.

Yes ___ No ___

2. Smart-Point transmitter must be designed for submersible, pit set environments and be offered in both single port and dual port models.

Yes ___ No ___

3. Smart-Point transmitter must be seamlessly migrated from drive-by Radio-Read to Fixed Base meter reading via automatic over-the-air activation. No field visit will be required for fixed base transition.

Yes ___ No ___

4. Smart-Point transmitter must operate at a full 2-watt transmission in a 900 MHz FCC Licensed Primary use (unshared) RF spectrum. (No public spectrum systems will be accepted).

Yes ___ No ___

5. Data / message redundancy with fall over back up provisions must be included in the transmitter, sending a minimum of 24-hourly readings back with each transmission.

Yes ___ No ___

6. Smart-Point transmitter shall be capable of leak detection settings, Programmable over the air and via the handheld programmer. Leak detection shall have multiple settings to allow for different meter sizes and types. Programmable to 24-, 48-, or 72-hour intervals -detecting 1, 10, or 100 units of water passed during the set interval. Leak Alarms will be sent over the air in a separate message, not during the normal reading message.

Yes ___ No ___

7. Smart-Point transmitter shall be capable of sending additional alarm messages over the air including empty pipe, meter tamper, battery failure, error reading backflow, and meter status.

Yes ___ No ___

8. Smart-Point transmitter shall be compatible with existing Senses Touch-Read type meters. Connection shall be via existing Touch-Read sensor, no field splicing, or wire connections shall be made.

Yes ___ No ___

(Item No. 19)

Bidder State Compliance in boxes below:

1. Tower Gateway Base Station shall have FCC/IC protected primary use spectrum to avoid interference with other frequency.

Yes ___ No ___

2. Tower Gateway Base Station shall be 200 KHz, Licensed 900 MHz PCS/MAS and compatible with DeKalb County's existing Flex-Net AMI System.

Yes ___ No ___

3. Tower Gateway Base Station shall provide real time data during outages and emergencies.

Yes ___ No ___

4. Tower Gateway Base Station shall have point-to-multipoint architecture directly connects base stations to endpoints over large geographic areas.

Yes ___ No ___

(Item No. 20)

Bidder State Compliance in boxes below:

1. Collector shall integrate seamlessly with DeKalb County's Existing Flex-Net AMI system.

Yes ___ No ___

2. Collector shall provide coverage for hard-to-read meters in remote location to provide 100% AMI coverage.

Yes ___ No ___

3. Collector shall be compatible and share a common operating system with DeKalb County's existing Flex-Net AMI system.

Yes ___ No ___

4. Collector shall have licensed radio spectrum to avoid interference with licensed 900 MHz PCS/MAS.

Yes ___ No ___

(Item No. 21)

Bidder State Compliance in boxes below:

1. Hand-held device shall have electronic meter reading collection and data storage device for manual, Touch-Read, Radio-Read, and Flex-Net meter reading.

Yes ___ No ___

2. Handheld device shall have an integrated GPS, barcode scanner, and a five (5) mega-pixel camera.

Yes ___ No ___

3. When using with Touch-Read gun, the handheld device shall automate the reading process. The reading data and compatible absolute encoder equipped meters is obtained and stored in the device.

Yes ___ No ___

(Item No. 22)

Bidder State Compliance in boxes below:

1. Touch-Read gun shall have on-site electronic meter interrogation from Touch-Read system equipped meters.

Yes ___ No ___

2. Touch-Read gun shall have Bluetooth enable feature for connectivity with handheld devices.

Yes ___ No ___

3. Touch-Read gun shall have a Pit-Probe extension accessory that allows the user to read meter in underground pits and vaults ergonomically.

Yes ___ No ___

(Item No. 23)

Bidder State Compliance in boxes below:

1. Wireless interface shall be Bluetooth enabled for smart point (meter) activation, programming, and diagnostic as well as able to perform on-demand interrogation of device.

Yes ___ No ___

2. Wireless interface shall comply with FCC Part 15, FCC Part 15 Class B.

Yes ___ No ___

3. Wireless interface shall be compatible with the current model of DeKalb County's handheld device by Bluetooth Technology.

Yes ___ No ___

4. The battery shall have capacity to program up to 250 devices on a single charge.

Yes ___ No ___

(Item No. 24)

Bidder State Compliance in boxes below:

1. A mobile handheld device shall have built in GPS, bar code scanner, cell card module, and USB connectivity.

Yes ___ No ___

2. A handheld device shall have high-visibility display to facilitate the use of device in bright sunlight.

Yes ___ No ___

3. A handheld device shall have long lasting battery that allow the device to be used for a full day on a single charge.

Yes ___ No ___

(Item No. 25)

Bidder State Compliance in boxes below:

1. Touch-Reader device shall be capable of reading meters interfaced to the existing Senses Touch-Read system.

Yes ___ No ___

2. Touch-Reader shall have ability to read an individual meter Touch-Read system or multiple meters via Multi-Read module.

Yes ___ No ___

3. Touch-Reader shall have radio interface for ability to send specific command to DeKalb County's existing Senses radio read system.

Yes ___ No ___

IV. The following items are for Professional Support Services

All support services shall be compatible with the current model of devices and software currently used by DeKalb County.

(Item No. 26)

Bidder State Compliance in boxes below:

Meter Reading Support Services to include the following:

1. Auto-Read™ Software Support
2. Touch-Read Auto Gun Support
3. Handheld Device Support
4. Reading Equipment Inventory
5. AutoVu Drive-By Support
6. VXU 520R Support
7. VGB 520M Support

Yes ___ No ___

(Item No. 27)

Bidder State Compliance in boxes below:

Senses Extended Maintenance Program Services to include the following:

Repair and Maintenance of the Touch-Read Auto Gun and Handheld Device under extended warranty repair plan.

Yes ___ No ___

(Item No. 28)

Bidder State Compliance in boxes below:

Field Services Support Services to include the following:

1. Auto-Read™ Software Support
2. Touch-Read Auto Gun Support
3. Handheld Device Support
4. Archer 2 Support
5. Command Link and Touch-Reader Support
6. Senses/Archer 2 Fee
7. Senses Flex Net System Support
8. Flex Net Software Support/ System
9. Tower Gateway Base (TGB) station VPN Monitoring
10. Modem Fee for Data from TGB

Yes ___ No ___

(Item No. 29)

Bidder State Compliance in boxes below:

AMI Field Support Services to include the following:

Field technician to collect unread meter readings from Senses Flex Net system, perform maintenance of fixed based transmitters, troubleshooting data quality, and performing any field visit needed.

Yes ___ No ___

(Item No. 30)

Bidder State Compliance in boxes below:

Senses Software as a Service (SaaS) to include the following:

1. Extended maintenance of the base stations and the cloud services of the Regional Network Interface (RNI) and Senses Analytics system.

Yes ___ No ___

2. RNI Support and SaaS agreement to include the hosting of all meter data to the RNI (This service is for data hosting only; DeKalb County owns the data).

Yes ___ No ___

3. Senses Analytics to be used for Meter Data Management (MDM) and route data management and graphic display for Flex Net customer accounts.

Yes ___ No ___

4. Device Manager software application for status monitoring, device settings, configuration alerts, maps and locations end points, detailed device reports, system status and base station settings.

Yes ___ No ___

(Item No. 31)

Bidder State Compliance in boxes below:

AMR/AMI Customer Service and Support to include the following.

1. Returned Materials Authorization (RMA) warranty assistance
2. Pre-paid UPS for RMA shipping to Senses
3. Direct and instant access to customer service staff
4. Field staff for trouble shooting
5. Specialized evaluations for water meter systems
6. Database management, clean up, and analyzation
7. Provide loaner pool for HHD, Auto Gun, Drive-by VXU/ VGB reading equipment, Trimble, Command Link
8. Maintain software and firmware upgrade, Senses licensing
9. Provide training as needed
10. Expansive stocking inventory for all metering needs
11. Preferred customer shipment
12. Specialized assistance for monitoring consumption reports, reading success, product performance, water audits, etc.
13. System studies to analyze meter aging, system optimization, meter survey

Yes ___ No ___

(Item No. 32 through 35)

Bidder State Compliance in boxes below:

The services shall include the following:

1. Water meter upgrade and replacement for 3/4-inch water meter.

Yes ___ No ___

2. Water meter upgrade and replacement for 1 inch water meter.

Yes ___ No ___

3. Transmitter installation and activation.

Yes ___ No ___

Awarded vendor shall replace existing water meter with new water meter. All water meter installation shall be done per DWM latest Design Standards available for viewing on the DWM webpage.

Awarded vendor shall install and activate radio read transmitters for all new water meters installations and all existing water meters that are compatible with the current transmitter, per the direction of the County.

[END OF MINIMUM SPECIFICATIONS]

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

BID PRICE SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
1.	Cold Water Meter. $\frac{3}{4}$ -inch x $\frac{3}{4}$ -inch , 7 $\frac{1}{2}$ - inch Lay Length as per AWWA C700-90 with modifications to AWWA Standards and Minimum Specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	500	EA	\$ _____	\$ _____
2.	Cold Water Meter. $\frac{3}{4}$ -inch x $\frac{3}{4}$ -inch , 9- inch Lay Length as per AWWA C700-90 with modifications to AWWA Standards and Minimum Specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	55,000	EA	\$ _____	\$ _____
3.	Cold Water meter, 1-inch x 1- inch, 10 $\frac{3}{4}$ -inch Lay Length as per AWWA C700-90 with attached modification to AWWA Standards and Minimum Specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	3,500	EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
4.	<p>Cold water meter, ¾-inch x ¾-inch, 9-inch Lay Length, with built in shut off valve, pressure and temperature sensor, as per AWWA C700-90 with attached modifications to AWWA Standards</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	500	EA	\$ _____	\$ _____
5.	<p>Cold Water Meter, 1½-inch as per AWWA C702-86 with attached modifications to AWWA Standards minimum specifications:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	300	EA	\$ _____	\$ _____
6.	<p>Cold Water Compound Meter, 2-inches, as per AWW C702-86 with attached modify AWWA standards and Minimum Specification:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	200	EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
7.	<p>Cold Water Compound Meter, 3-inches, as per AWW C702-86 with attached modify AWWA standards and Minimum Specification:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	50	EA	\$ _____	\$ _____
8.	<p>Cold Water Compound Meter, 4-inches, per AWWA C702-86 with attached modifications to AWWA Standards and Minimum Specification:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	200	EA	\$ _____	\$ _____
9.	<p>Cold Water Compound Meter, 6-inches, per AWWA C702-86 with attached modifications to AWWA Standards and Minimum Specification:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	100	EA	\$ _____	\$ _____
10.	<p>Cold Water Compound Meter, 8-inches per AWWA C702-86 with attached modification to AWWA Standard and Minimum Specification:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	10	EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
11.	Cold Water meters, 4-inches , fire service type as per AWWA C702-86 with attach modification to AWWA Minimum Specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	30	EA	\$ _____	\$ _____
12	Cold Water Meters, 6 inches , fire service type as per AWWA C702-86 with attached modifications to AWWA Standards and Minimum Specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	25	EA	\$ _____	\$ _____
13.	Cold Water Meters, 8-inches , fire service type as per AWWA C702-86 with attached modifications to AWWA Standards and Minimum Specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	20	EA	\$ _____	\$ _____
14.	Cold Water Meters, 10-inches , fire service type as per AWWA C702-86 with attached modifications to AWWA Standards and Minimum Specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	2	EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
15.	<p>Cold Water Meters, 3-inch, fire hydrant hermetically sealed register, magnetic drive, locking register cap. Aluminum main case, epoxy coated carry handle, 2-inch gate valve, turbine measuring element, 1.5% accuracy, complete with fire hose coupling assembly:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	200	EA	\$ _____	\$ _____
16.	<p>Cold Water Meters, 1 ½-inches, Turbine type, for irrigation sets, per attached and Minimum Specifications:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	100	EA	\$ _____	\$ _____
17.	<p>Single Port Meter Transceiver Unit capable for Drive-by and Flex Net fixed based reading per Minimum Specification:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	70,000	EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
18.	Dual Port Meter Transceiver Unit capable for Drive-by and Flex Net fixed based reading per Minimum Specification: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	200	EA	\$ _____	\$ _____
19.	M400 Tower Gateway Base station two-way data collector. Complete turnkey install including all items for activation per minimum specifications, Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	1	EA	\$ _____	\$ _____
20.	R100 Base Station - two-way data collector. Complete turnkey install including all items for activation, per minimum specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	4	EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
21.	Handheld Device for Meter Reading, per minimum specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	10	EA	\$ _____	\$ _____
22.	Bluetooth Touch Read Gun with extension, per minimum specifications: Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	10	EA	\$ _____	\$ _____
23.	Command Link, communication module for activating Flex Net Transmitters, Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	2	EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
24.	<p>Windows Mobile Handheld Device w/ built in GPS, bar code scanner, Cell Card module, Juniper Archer 2, per minimum specifications:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	4	EA	\$ _____	\$ _____
25.	<p>Touch Read Plus, per minimum specifications:</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	4	EA	\$ _____	\$ _____
26.	<p>Meter Reading Support Services, per minimum specification.</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	1	LS	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
27.	<p>Senses Extended Maintenance Program Services, per minimum specification.</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	1	LS	\$ _____	\$ _____
28.	<p>Field Services Support Services, per minimum specification.</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	1	LS	\$ _____	\$ _____
29.	<p>AMI Field Support Services, per minimum specification.</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	1	LS	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
30.	<p>Senses Software as a Service (SaaS), per minimum specification</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	1	LS	\$ _____	\$ _____
31.	<p>AMR/AMI Customer Service and Support, per minimum specification</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	1	LS	\$ _____	\$ _____
32.	<p>Water Meter Upgrade and Replacement for 3/4-inch x 7 1/2-inch Lay Length Meters including Transmitter Installation and Activation</p> <p>Bidding on:</p> <p>_____</p> <p>Manufacturer's Name</p> <p>_____</p> <p>Model and/or Identification Number</p>	200	EA	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL NUMBER OF UNITS	UNIT	UNIT PRICE	EXTENDED AMOUNT
33.	Water Meter Upgrade and Replacement for 3/4-inch x 9- inch Lay Length Meters including Transmitter Installation and Activation Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	18,000	EA	\$ _____	\$ _____
34.	Water Meter Upgrade and Replacement for 1-inch x 10 3/4-inch Lay Length Meters including Transmitter Installation and Activation Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	2,000	EA	\$ _____	\$ _____
35.	Transmitter Installation and Activation Only (Retrofit) Bidding on: _____ Manufacturer's Name _____ Model and/or Identification Number	5,000	EA	\$ _____	\$ _____
TOTAL ANNUAL BID					\$ _____

NOTE TO BIDDERS

NOTE 1: Bidders are requested to **submit Price Lists** for parts for fit and function Senses Water Meters that are already in place and used by the County (Blank price sheets will be attached below)

NOTE 2: DeKalb County will unload delivered orders after prior delivery notices have been given by awarded vendor.

NOTE 3: Performance Warranties: in evaluating bid submittals, warranty coverage will be considered. All bidders are required to submit their most current national ally published warranty statement from water meter main cases registered and measuring chambers.

NOTE 4: Shipment Verifications: A statically controlled sample of each shipment will be tested by the utility to ensure each shipment meets the utility performance and materials specifications.

NOTE 5:

Glossary of Abbreviations

AWWA	American Water Works Association
IP	Iron Pipe
DI	Ductile Iron
IBBM	Iron Body Bronze Mounted
NRS	Non-Rising Stem
WP	Working Pressure

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:

Bid Page No.	Title	Check This Box If Included with Bid
1-34	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 (pg. 10); and FF. Cooperative Procurement (pg. 20)	
35-46	<u>Price Schedule submitted in a Separate, Sealed Envelope and clearly labeled as "Price Schedule"</u> *	
47	Bid Acknowledgement Form*	
48	Required Documents Checklist	
49	Contractor Reference and Release Form*	
50	Subcontractor Reference and Release Form, if applicable**	
52	Contractor Affidavit*	
53	Subcontractor Affidavit, if applicable**	
54-62	LSBE - Exhibits 1 and 2 of Attachment G*	
63	First Source Jobs Acknowledgement Form*	
64	New Employee Tracking Form*	
-	A copy of current, valid Business License	
-	<u>Price Lists</u> for parts for fit and function Senses Water Meters	
-	A copy of most current national ally published warranty statement from water meter main cases registered and measuring chambers	

***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: 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 _____, 2022

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 _____, 2022

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: 22-101507

TITLE OF UNIT OF WORK – Water Meters and Parts (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 _____, 2022.

Notary Public
My Commission Expires: _____

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 Work Source DeKalb, fax (404) 687-3900 or email to fkadkins@dekalbcountyga.gov.

Work Source 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: First Source Direct Hire Work Experience (WEX)

ENTRY DATE: _____

ASSIGNED TO: _____ DATE: _____

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