Invitation to Bid (ITB) No. 15-752-017
For: Floor Covering Installation Services

Owner: DeKalb County Board of Education (the “Board”)

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE(S)</th>
<th>TIME</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation Opens</td>
<td>October 9, 2014</td>
<td></td>
<td>[<a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations</a> and](<a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations</a> and) <a href="http://www.demandstar.com">www.demandstar.com</a></td>
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<tr>
<td>Mandatory Pre-Bid Conference</td>
<td>October 21, 2014</td>
<td>10:00 AM</td>
<td>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</td>
</tr>
<tr>
<td>Site Visits</td>
<td>Not Applicable</td>
<td>N/A</td>
<td>Contact Belinda Quillet to arrange: 678-676-1373 or <a href="mailto:belinda_quillet@dekalbschoolsga.org">belinda_quillet@dekalbschoolsga.org</a></td>
</tr>
<tr>
<td>Final Questions Due</td>
<td>November 5, 2014</td>
<td>2:00 PM</td>
<td><a href="mailto:dcasd-op-bid-question@dcasd-op-bidquestion@dcasdopbidquestion@dekalbschoolsga.org">dcasd-op-bid-question@dcasd-op-bidquestion@dcasdopbidquestion@dekalbschoolsga.org</a></td>
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<td>Final Addendum</td>
<td>November 10, 2014</td>
<td>2:00 PM</td>
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</tr>
<tr>
<td>Bid Due Date &amp; Time</td>
<td>November 13, 2014</td>
<td>2:00 PM</td>
<td>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</td>
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<tr>
<td>Bids Opened</td>
<td>November 13, 2014</td>
<td>2:00 PM</td>
<td>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</td>
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<tr>
<td>Evaluation of Bids</td>
<td>November 17–20, 2014</td>
<td></td>
<td></td>
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<tr>
<td>Anticipated Board Review and Approval</td>
<td>January 12, 2015</td>
<td></td>
<td></td>
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<tr>
<td>Anticipated Notice of Award</td>
<td>January 13, 2015</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Owner's Standard Forms:
Attachment A: Owner's Criteria and Narrative Scope (3 pages)
Attachment B: Bid Form – Standard Form of Contract for Services (5 pages)
Attachment C: Corporate Certificate (1 page)
Attachment D: Partnership Certificates (1 page)
Attachment E: Entity Certificate (1 page)
Attachment F: Bid Bond (Not applicable)
Attachment G: Payment Bond (4 pages)
Attachment H: Performance Bond (3 pages)
Attachment I: Conflict of Interest Disclosure Form (2 pages)
Attachment J: Consent to Release Information Form (Not Applicable)
Attachment K: Subcontractor Listing (1 page)
Attachment L: Standard Form of Contract for Services (Non-State Capital Outlay Projects)
Attachment M: Offeror's and Individuals’ Affidavit of NonCollusion (2 pages)
Attachment N: Subcontractor Affidavit of NonCollusion (1 page)
Attachment O: Reference Form (1 page)
Attachment P: ITB Checklist (2 pages)
Attachment Q: Bid Delivery Label (Not Applicable)
Attachment R: No Submittal Response Form (1 page)
I. INSTRUCTIONS TO BIDDERS

DeKalb County School District extends this offer to submit a bid for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions.

Vendors must submit one (1) original and four (4) duplicate copy of the bid response. Label each bid document set as “ORIGINAL” and “DUPLICATE” at the top of the first page. Bids must be submitted in sealed envelopes and labeled as indicated below in this document. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Sealed Bid Response Submission Format & Procedures

Sealed bid responses must be complete, clear, accurate, conforming fully to and in compliance with the specifications and detailed instructions stated in this document. Each page must be initialed and/or signed by the certifying company official and presented to the DeKalb County School District Facilities Department according to the detailed instructions stated in this document.

SEE REQUIRED CONTENT / DOCUMENT CHECK LIST – Attachment L.

Bid responses must be sealed and clearly labeled and addressed as shown below.

Box, express carrier packages and any other containers which enclose sealed bid responses must ALSO be clearly labeled as shown above and presented to the DeKalb County School District Facilities Department as stated herein.

Sealed bid responses ONLY are to be delivered to the Sam A. Moss Service Center, Facilities Procurement Department, of DeKalb County School District.

Sealed bids MUST be received by the Facilities Procurement Department of DeKalb County School District by the DEADLINE TIME stated on the cover of this solicitation. Bidders submitting bids in person must date stamp a procurement post card located in the lobby of the Sam A. Moss Service Center, affix to the front of their sealed bid and present to receptionist. Sealed bids must be placed in the care of the receptionist.

Failure to follow these sealed bid label and submission requirements may cause bids to be declared non-responsive and rejected.
II. DEFINITION OF TERMS

Addendum - Written or graphic instruments issued prior to the date for opening of bid, which modify or interpret the Bid Documents by additions, deletions, corrections or clarifications.

Collusion - A secret agreement among bidders to circumvent laws and regulation when submitting bids and offers in an attempt to win contracts by illegal means or methods.

Contract - A formal written agreement between the owner and a vendor for providing goods and services.

DCSD – For the purposes of this proposal, DCSD shall mean “DeKalb County School District” and “The District”.

Invitation To Bid (ITB) – A written competitive sealed bid process, in which award is usually made to the lowest responsible and responsive bidder.

Lobbying – Lobbying is defined as any action taken by an individual, respondent, association, joint venture, partnership, corporation, and all other groups who seek to influence the decision of a Board Member or District Personnel, as it relates to formal solicitations.

Notice of Award – The written notice of the acceptance of the Bid from DCSD to the awarded respondent.

Notice to Proceed – The written notice issued by DCSD to the awarded respondent authorizing them to proceed with the work and establishing the date of commencement of the contract time.

Owner – For the purposes of this proposal, Owner shall mean DeKalb County Board of Education.

Payment Bond – A bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

Performance Bond – A bond, executed subsequent to award by the successful bidder, to protect the buyer from loss due to the bidder’s inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

Respondent – For the purposes of this bid, any person, respondent, corporation or agency submitting a response to this Invitation to Bid or their duly authorized representative. The word bidder, vendor, offeror or respondent may be used interchangeably within the Invitation to Bid.

Responsible Respondent – Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Respondent – Respondent that has submitted a bid that conforms in all material aspects of the solicitation.

Scope of Work – Includes the Work, as the term herein defined, as well as the responsibility of performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

Specifications – A description of what the owner seeks to buy and what a bidder must be responsive to in order to be considered for an award of a contract.
III. GENERAL TERMS AND CONDITIONS

1. PREPARATION OF BIDS

1.1 Responses must be on the forms furnished within this Invitation to Bid and completed in their entirety. Bids must be submitted in a sealed envelope marked with your company name and “Bid 15-752-017, Floor Covering Installation Services” clearly marked on the outside of the envelope.

1.2 Bidders are instructed to carefully read all terms, conditions and specifications as set forth in the Invitation to Bid. Responses must be either typed or written in ink. Any correction made on the bid form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by DCSD. Each bidder is required to furnish all information requested in the Invitation to Bid.

1.3 Each bidder is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and DCSD policies and/or regulations pertaining to DCSD procurement.

1.4 DCSD assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of a bid response. This provision applies whether or not a dispute arises.

1.5 All bids submitted become the property of the DCSD and are subject to applicable open records policies and laws.

2. COMMUNICATIONS WITH DCSD STAFF

2.1 It is intended that this bid be adequate for any vendor to respond the DeKalb County School District requirements. However should bidders have questions, all questions should be submitted electronically via email to Mr. Joshua L. Williams at dcsd-op-bidquestion@dekalbschoolsga.org. The deadline for receipt of vendor questions is Wednesday, November 5, 2014 at 2:00 p.m. Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the following website no later than Monday, November 10, 2014 at 2:00 p.m. http://www.dekalb.k12.ga.us/solicitations No response other than written, by Mr. Williams, will be binding upon DCSD.

2.2 The assigned contact person for this bid is Belinda Quillet CPPB, Procurement Specialist II for the Facilities Department. Belinda Quillet can be reached at (678) 676-1373 or by email at belinda_quillet@dekalbschoolsga.org. Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to bidders, are strictly prohibited for contacting DeKalb County School District on any matter having to do in any respect with this bid, other than as provided herein. Any and all contacts with such persons associated with DeKalb County School District shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the bid documents, for the date of issuance of the Invitation to Bid until final DeKalb County Board of Education action of approval of contract award, the bidder submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the Board of Education for DeKalb County School District. Any violation of this restriction may result in the rejection of the bid response.
2.3 It is the vendor’s responsibility to check the DCSD Current Solicitations website at http://www.dekalb.k12.ga.us/solicitations or www.demandstar for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period.

3. **SUBMISSION OF BIDS**

3.1 The **original and four (4) copies of the Bid** along with and **one (1) electronic copy** on a flash drive or CD, must be received at the DeKalb County School District, Operations Division, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 no later than the date and time (determined by the date/time card stamp of the DCSD Facilities Procurement Services Department) set forth in the “Invitation to Bid”. Bids must be submitted in sealed envelopes and labeled as indicated on page one of this document. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

3.2 A **Mandatory Pre-Bid Conference** will be on Tuesday, October 21, 2014, 10:00 a.m. at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, GA 30084. All interested bidders are **REQUIRED** to attend this pre-bid conference and **MUST** sign the Sign-In Sheet in order for their bid to be considered. **Anyone arriving after 10:15 a.m. will not be allowed to participate in the bid process.** Contact at site is Belinda Quillet CPPB, Procurement Specialist (678) 676-1373.

3.3 Any bid received after the designated time or by facsimile will be deemed late and will not be considered by the DCSD.

4. **PRICE PROVISION**

4.1 This is a term contract from **February 1, 2015** through **January 31, 2016** with an optional price escalation/de-escalation provision available only upon renewal/extension time. Unless specifically consented to in writing by DCSD, bid prices stated herein shall be firm from **February 1, 2015** through **January 31, 2016**.

DCSD expects bidders to hold prices for the entire term of this contract except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation/de-escalation must be presented in writing with substantiating proof to the Operations Division Procurement Services a minimum of ninety (90) days prior to taking effect.

DCSD is not obligated to accept price escalations/de-escalations and reserves the right to negotiate with the next lowest bidder. Price changes (up or down) by the bidder to DeKalb County School District will be allowed only at the bid renewal/extension anniversary.

4.2 DeKalb County School District reserves the right to extend this bid contract prior to the bid contract end date of **January 31, 2016** for up to four (4) years through **January 31, 2020** with the consent and written confirmation of the successful bidder(s).

4.3 Quantities/amounts shown in the Invitation to Bid are estimates. Bidders are advised that the actual number purchased/required may vary from those in the Invitation to Bid, depending upon the needs of the DCSD and the availability of funds.

4.4 Pricing must be submitted on the Bid Form as requested without conditions unless called for in Special Terms & Conditions.

4.5 Bid pricing must include any and all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
5. **FINANCIAL INFORMATION**

The vendor’s financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the vendor’s most recent tax return and balance sheet will be accepted.

6. **REFERENCES**

Bidder shall provide a minimum of three (3) client references for which the bidder has fulfilled a project of similar scope and complexity as this Invitation to Bid. Bidder shall include the following information with the client references: company name, contact person, company address, telephone number, and email address. Submit references using the form provided (See Attachment O). FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE MAY CAUSE THIS BID TO BE NON-RESPONSIVE AND REJECTED.

7. **BUSINESS LICENSE**

Bidders shall submit with their proposal, a copy of their valid company business License. If the bidder is a Georgia corporation, bidder shall submit a valid county or city business license. If the bidder is not a Georgia corporation, bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If bidder holds a professional certification which is licensed by the state of Georgia, bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the bidder for the duration of the contract. Provision of copy of business license is a mandatory requirement.

8. **AWARDS**

8.1 The DCSD reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject all bids submitted or waive any minor irregularity. The DCSD reserves the right to award the bid under the most beneficial economic terms for the DCSD.

8.2 The DCSD reserves the right to award by line item to more than one vendor and/or to award by group or any combination thereof. Award will be made in the best interest of DCSD.

8.3 Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. The bidder(s) who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product(s) or service(s) specified, will be recommended to the Board for approval. Award of bids will be made in the best interest of DCSD.

8.4 Respondents are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSD in their bid responses. Attach and label as “ADDED VALUE”.

8.5 Purchases by the DCSD are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.
9. **CONTRACT TERMS**

Attachment L is DeKalb County School District’s Standard Form of Contract for Services (Non-State Capital Outlay Projects) between the DeKalb County Board of Education and the Service Contractor; Version 3.2014, which specifically outlines the contractual responsibilities. All responders should thoroughly review the documents prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder’s response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the DeKalb County School District, responders 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 by the DeKalb County School District.

10. **PERFORMANCE AND PAYMENT BONDS**

10.1. All contracts $100,000 or greater will require a Performance and Payment Bond prior to the commencement of the contract.

10.2. Upon notification of intent to award a contract, the successful contractor will provide to the DCSD a properly executed Performance and Payment Bond. These bonds will cover one hundred percent (100%) of the amount of the contract price.

11. **INVOICING/PAYMENTS**

Payment will be made by the DCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the DCSD authorized representative.

11.1. The successful vendor will be required to supply an original and one copy of each invoice. Payment terms are Net 30 from receipt of accurate and approved invoices and upon electronic acceptance by the internal DCSD receiving department.

11.2. No invoice will be processed for payment until such time as all contractual obligations have been met and/or service has been received and approved by the DCSD authorized representative.

11.3. All invoices should be directed to:
DeKalb County School District
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084-6705
Attn: Accounting Department

12. **COMPLIANCE**

Final inspection of all products/services for acceptance or rejection will be made by DCSD. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by DCSD of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

13. **CANCELLATION**

Awards, contracts, and extensions may be cancelled for convenience by DCSD at any time. In the event of termination of this contract by DCSD, the DCSD will be responsible only for those items and or services that have been delivered and accepted according to the bid specifications and will not be responsible for any claims for damages, including but not limited to, claims for list profits.
14. **ASSIGNMENT OF AWARD**

This solicitation award may not be assigned to another party without the expressed written permission of DCSD.

15. **TAXES**

Vendor will timely pay all taxes lawfully imposed upon Vendor with respect to this Contract. Vendor makes no representation whatsoever regarding any tax liability of Vendor, or regarding any exemption from tax liability related to this Contract.

16. **NON-DISCRIMINATION**

DCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

17. **DRUG-FREE WORKPLACE**

By submission of a response to this Bid, the bidder certifies that he/she and his/her employees will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs on school district property during the performance of the contract.

18. **SMOKE-FREE WORKPLACE**

By submission of a response to this Bid, the bidder certifies that he/she and his/her employees will not use tobacco products on school property at any time during the performance of this contract.

19. **SUSPENSION AND DEBARMENT**

By submitting this bid, the bidder certifies that the bidding company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this bid, the bidder certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as bid submissions are evaluated and any transaction is entered into. If it is later determined that the prospective bidder has knowingly rendered an erroneous certification, the DeKalb County School District may pursue all available remedies, including but not limited to suspension and/or debarment.
The bidder shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The bidder agrees by submitting this form that, should the proposed transaction be entered into, the prospective bidder shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

20. **GEORGIA OPEN RECORDS ACT**

All bidder proposals submitted in response to DeKalb County School System solicitations may be subject to the Georgia Open Records Act which permits any citizen of this state to inspect and/or copy any documents prepared and maintained or received in the course of the operation of a public office or agency.

21. **AFFIDAVIT OF NON-COLLUSION**

A form of Bidder’s and Individuals’ Affidavit of Noncollusion is included with the Bidding Documents. Not later than simultaneously with the execution of the Contract, the successful Bidder shall deliver to the Owner the completed and executed Affidavit in accordance with O.C.G.A. § 36-91-21(e). If the successful Bidder is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall execute the Affidavit. If the successful Bidder is a corporation or other entity, all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract shall execute the Affidavit.

22. **CONFLICT OF INTEREST**

Bidders must disclose with their bids the name of any officer, director or agent who also is a DeKalb County School District employee or Board Member. Bidders must disclose the name of any DeKalb County School District employee or Board Member who owns, directly or indirectly an interest of 5 percent or more in the bidder’s firm or any of its’ branches. Bidders shall certify that this bid response is impartial, at arms-length and free of any conflict of interest, unfair advantage or personal benefit to any DeKalb County School District official.

23. **VENDOR EMPLOYEES ON DCSD PROPERTY**

All Vendor employees, agents and subcontractors working on DCSD property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Vendor shall provide and institute necessary security measures to prevent unauthorized access to any and all computer networks and Proprietary Information, trade secrets or Student Information of DCSD by any of its employees or agents, and Vendor shall be liable and responsible to DCSD for any and all security breaches by its employees or agents.

24. **AMENDMENTS IN WRITING**

No amendment of any term or condition contained in this contract, including the Bid and Vendor’s Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of DCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.
25. **INDEMNIFICATION**

The Service Contractor shall indemnify and hold harmless the Owner from and against all liability, claims, damage, loss, liens, costs and expenses, including without limitation attorneys’ fees and litigation expenses, arising out of, or resulting from, the services of the Service Contractor. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Service Contractor, the Service Contractor shall defend such allegations through counsel chosen by the Owner and the Service Contractor shall bear all costs, fees, expenses of such defense, including but not limited to, all attorneys’ fees and expenses, court costs, expert witness fees and expenses. The Service Contractor shall not be required to indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the sole negligence of the Owner.

26. **COMPLIANCE WITH LAWS**

All items or services furnished must comply with applicable federal, state, and local laws, codes, and regulations.

27. **INSURANCE REQUIREMENTS**

Certificate of Insurance and/or ACORD Form is required with solicitation submittal. Please see Special Terms and Conditions for Insurance Requirements specific to this solicitation.

28. **BACKGROUND CHECKS**

DCSD requires vendor to perform background checks on any employee or sub-contractor who will be working on the DCSD property. A Comprehensive criminal history background check to include both Georgia Crime Information Center (GCIC) and National Crime Information Center (NCIC) is required on each applicant assigned to DCSD. Minimum findings that warrant exclusion include:

- Any felony conviction
- Any drug conviction
- Any crime against children
- Any sex-related conviction

Background checks must be provided to the DCSD Public Safety Department upon request by the DCSD. Firm agrees to comply with any request from the DCSD to remove any firm employee from DCSD property. Firm agrees to cooperate with the DCSD to the fullest extent practicable in any investigation of any actual or alleged misconduct of any firm employee in connection with any activity arising out of this Agreement.

29. **SPECIAL TERMS AND CONDITIONS**

Should these General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will prevail.
IV. SPECIAL TERMS AND CONDITIONS

1. PURPOSE

In support of the District’s $500M Capital Improvement Program, DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide flooring installation services district-wide. The awarded vendor(s) will be responsible for providing all labor, materials, and incidentals necessary to furnish and install various flooring in accordance with the scope of work included in this ITB. It is the intent of this bid to establish the time and materials unit pricing for the removal, purchase and installation of flooring materials. Vendors must provide all equipment, labor and materials necessary to complete the project as per the specifications.

2. GENERAL OVERVIEW/SCOPE OF WORK

A. The DCSD reserves the right to make multiple awards in the best interest of the District. It is the School Board’s intent to award this bid to a maximum of three (3) contractors who has been determined to be the lowest, responsive, responsible bidders, for the Flooring Installation services.

B. The work includes, but is not limited to, floor tile installation, carpet installation, cove base installation, floor patch and leveling, furniture removal, epoxy floor coating installation quartz coating installation and floor prep for epoxy or quartz coating over quarry tile.

C. Awarding this bid to multiple vendors will allow the District to perform this service without impeding the process due to lack of availability of any one vendor.

D. A representative of the DCSD Operations Department shall inspect the work quality, completeness, timeliness and cleanup. They shall approve all invoices before payment is made indicating satisfactory completion of work.

E. Work done shall meet all required state, local and municipal applicable codes.

F. The contractor or a representative, while on campus, shall sign in at the school center’s main office daily prior to commencing any work and shall sign out at school’s office prior to leaving campus unless prior written exception has been obtained.

G. The contractor shall be responsible for protecting the immediate and surrounding work areas from damage within the building or on the grounds for which the required work is to be performed.

H. Contractor shall be responsible to safeguard all of their tools equipment, signs, barricades, etc., while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while contractor’s equipment is located on any district site.

I. Contractor shall leave work site in a neat and orderly fashion at the end of each work day. Contractor shall provide due care at all times while performing any task at any district controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.

J. The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times. All employees must wear company issued picture identification while performing work on DCSD premises. Company issued picture identification must be visible at all times while performing work on DCSD premises.

K. The Contractor warrants to the Owner that all materials and equipment, if applicable, furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the project specifications.

L. The Contractor at all times shall keep the premises free from accumulation of waste materials.
caused by his operations. The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. At completion of work, the contractor shall remove all work materials, tools, installation equipment, machinery, and surplus materials for the work site and shall leave project in ready use conditions.

M. Work is to be completed at the date/time directed by the Operations Department. Some weekend work may be required to complete projects. Due to time restraints, all classrooms must be completed within forty-eight (48) hours of notification by DCSD Project Manager to install flooring, unless specified materials are not immediately available. DCSD should be notified immediately if product is not available.

N. Contractor must notify DCSD immediately if asbestos is discovered upon removal of flooring material. DO NOT PROCEED UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

O. If asbestos is present, DCSD will be responsible for abatement.

P. Vendor must provide pricing which includes all transportation and labor charges incurred to deliver the product to the project location, unloading, uncrating, and installation at various locations as assigned by the DCSD Operations Department.

3. **INSURANCE REQUIREMENTS**

The Service Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, the Service Contractor shall provide the Owner with (i) an endorsement from the insurer naming the Owner as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.

The insurance requirements of this Contract are:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 annual aggregate</td>
</tr>
<tr>
<td>Including Contractual Liability, Bodily Injury and Property Damage</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Auto Liability, Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos</td>
<td>$1,000,000 annual aggregate</td>
</tr>
<tr>
<td>Liability Umbrella</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

DeKalb County School District and DeKalb County Board of Education must be named as an additional insured on all applicable policies.
The insurance carriers must be licensed by the State of Georgia Insurance Commissioners' Office to do business in Georgia. The carriers must have an AM Best rating of at least A- or higher.

4. **OWNER’S STANDARD FORMS REQUIRED TO ACCOMPANY BID**

   Failure to include these forms may serve as grounds for non-consideration of the entire ITB response.

   Attachment B: Bid Form Standard Form of Contract for Services-in one (1) SEPARATE SEALED ENVELOPE
   Attachment C: Corporate Certificate (if applicable)
   Attachment D: Partnership Certificate (if applicable)
   Attachment E: Entity Certificate (if applicable)
   Attachment G: Payment Bond
   Attachment H: Performance Bond
   Attachment I: Conflict of Interest Disclosure Form
   Attachment K: Subcontractor Listing
   Attachment M: Offeror’s and Individuals’ Affidavit of NonCollusion
   Attachment O: Reference Form
   Attachment P: ITB Checklist (2 pages)

   Certificate of Insurance
   Business License
   Financial Statement

The Owner reserves the right to reject any or all Bids, before or after opening, for any reason whatsoever. The Owner also reserves the right to waive any technicalities or informalities, and to award the Contract in the best interests of the Owner.

(END OF BID – SEE ATTACHMENTS)
Owner’s Criteria and Narrative Scope of Work
Floor Covering Installation Services

In support of the District’s $500M Capital Improvement Program, DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide flooring installation services district-wide. The awarded vendor(s) will be responsible for providing all labor, materials, and incidentals necessary to furnish and install various flooring in accordance with the scope of work included in this ITB. It is the intent of this bid to establish the time and materials pricing for the removal, purchase and installation of flooring materials. Vendors must provide all equipment, labor and materials necessary to complete the project as per the specifications.

1. **Scope of Work**

The DCSD reserves the right to make multiple awards in the best interest of the District. It is the School Board’s intent to award this bid to a maximum of three (3) contractors who has been determined to be the lowest, responsive, responsible bidders, for the Flooring Installation services. Awarding this bid to multiple vendors will allow the District to perform this service without impeding the process due to lack of availability of any one vendor.

The work includes, but is not limited to, floor tile installation, carpet installation, cove base installation, floor patch and leveling, furniture removal, epoxy floor coating installation quartz coating installation and floor prep for epoxy or quartz coating over quarry tile.

   a. A representative of the DCSD Operations Department shall inspect the work quality, completeness, timeliness and cleanup. They shall approve all invoices before payment is made indicating satisfactory completion of work.

   b. Work done shall meet all required state, local and municipal applicable codes.

   c. The contractor or a representative, while on campus, shall sign in at the school center’s main office daily prior to commencing any work and shall sign out at school’s office prior to leaving campus unless prior written exception has been obtained.

   d. The contractor shall be responsible will take every precaution and be responsible for protecting the immediate and surrounding work areas from damage within the building or on the grounds for which the required work is to be performed.

   e. Contractor shall be responsible to safeguard all of their tools equipment, signs, barricades, etc., while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while contractor’s equipment is located on any district site.

   f. Contractor shall leave work site in a neat and orderly fashion at the end of each work day. Contractor shall provide due care at all times while performing any task at any district controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.

   g. The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times. All employees must wear company issued picture identification while performing work on DCSD premises. Company issued picture identification must be visible at all times while performing work on DCSD premises.

   h. The Contractor warrants to the Owner that all materials and equipment, if applicable, furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the project specifications.

   i. The Contractor at all times shall keep the premises free from accumulation of waste materials caused by his operations. The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. At completion of work, the contractor shall remove all work materials, tools, installation equipment, machinery, and surplus materials for the work site and shall leave project in ready use conditions.

   j. Work is to be completed at the date/time directed by the Operations Department. Some weekend work may be required to complete projects. Due to time restraints, all classrooms must be completed within forty-eight (48) hours of
notification by DCSD Project Manager to install flooring, unless specified materials are not immediately available. DCSD should be notified immediately if product is not available.

k. Contractor must notify DCSD immediately if asbestos is discovered upon removal of flooring material. **DO NOT PROCEED UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.**

l. If asbestos is present, DCSD will be responsible for abatement.

m. Vendor must provide pricing which includes all transportation and labor charges incurred to deliver the product to the project location, unloading, uncrating, and installation at various locations as assigned by the DCSD Operations Department.

n. Vendor may be required to move and reset furniture.

o. The Contractor is to provide a carpet unit price in accordance with Page 19 of the DCSD Design Guidelines provided in Appendix A, included with this ITB for carpeting.

p. The Contractor is to provide a floor tile unit price in accordance with Page 19 of the DCSD Design Guidelines provided in Appendix A, included with this ITB for resilient floor tile.

q. The Contractor must provide the Manufacturer’s cut sheets and warranty information for all products and materials specified.

r. The Contractor must provide an on-site Contractor’s warranty/guarantee of material and workmanship for a period of 1 year, minimum.

s. The Contractor must furnish, prior to issuance of a purchase order, Certificates of Insurance as described in the Standard Form of Agreement for Services.

2. **Carpet Installation Requirements:**

   2.1. **General**
   

   b. Install carpet under open-bottomed obstructions and under removable flanges and furnishings and radiators and into alcoves and closets of each space.

   c. Provide cutouts were required. Conceal cut edges with protective edge guards or overlapping flanges.

   d. Run carpet under open bottom items such as heating convectors and install tight against walls, columns and cabinets so that the entire floor area is covered with carpet. Cover over all floor type door closures.

   e. Install edging guard at all openings and doors wherever carpet terminates, unless indicated otherwise.

   f. Cutting shall be done in accordance with the manufacturer’s recommendation, using the tools designed for the carpet being installed.

   g. Use leveling compound where necessary. Any floor filling or leveling shall have a minimum of 4”0” of feather.

   h. Expansion joints: Do not bridge building expansion joints with continuous carpeting.

   2.2. **Installation**
   
   b. Install carpet according to carpet manufacturer’s printed instructions and in accordance with the Carpet and Rug Institute’s Installation Standard.

   c. “Chair Pads” shall not be recommended or required within installation instructions.

   2.3. **Cleaning and Protection**
   
   a. On completion of the installation in each area, all dirt, carpet scraps, etc., must be removed from the surface of the carpet.

   b. Remove debris, and sort pieces to be saved from scraps to be redirected and recycled.

   c. At the completion of the work, vacuum carpet using a commercial dual motor vacuum or type recommended by carpet manufacturer. Remove spots and replace carpet where spots cannot be removed. Remove rejected carpeting and replace with new carpeting. Remove any protruding yarns with shears or sharp scissors.
3. Resilient Floor Tile Installation Requirements:

3.1. General
   a. Smooth all rough or depressed areas, cracks, and score marks with a latex-modified portland cement patching compound.
   b. Remove solvent-based products such as paint, oils, grease, varnish, adhesives, and other miscellaneous materials such as curing and parting compounds. Avoid use of solvent-based removers.
   c. Perform moisture tests on concrete subfloors using an Anhydrous Calcium Chloride Kit before installation. The tests should be done in areas least subject to drying. Emission of moisture through the subfloor should not exceed 5 lbs. (2.27 kg) per 1,000 sq. ft. (92.9 m²) per 24 hours.
   d. Conduct bond tests over concrete subfloors or questionable surfaces where flooring is to be applied. Use the specified flooring material(s) and recommended adhesives for the test.
   e. Test to determine that an alkaline condition does not exist in a concrete subfloor by using pH-testing paper. It is suitable to install the flooring if the pH is under 10.

3.2. Installation
   a. Install the floor tile in accordance with the latest edition of the manufacturer’s Installation Guide. Use recommended tools, adhesive, trowel sizes, and working procedures as stated in the installation guide included with this ITB.
   b. Condition the subfloor, all flooring materials, and adhesive at a constant temperature between 65°F (18°C) and 85°F (29°C) for 48 hours prior to, during, and for 48 hours after installation. Thereafter, maintain room temperature between 55°F (13°C) and 100°F (38°C).

3.3. Cleaning and Protection
   a. Avoid rolling loads and heavy traffic until adhesive sets hard (minimum 48 hours). Thereafter, use masonite to protect the floor when returning or moving furniture, appliances or equipment.
   b. Sweep floor thoroughly.
   c. Remove any excess adhesive or other surface blemishes, using neutral-type cleaners as recommended by the flooring manufacturer.
   d. Follow initial and regular maintenance procedures as recommended by the flooring manufacturer.
Bid Form – Standard Form of Contract for Services
DeKalb County Board of Education

Project Name: Floor Covering Installation Services
Solicitation No.: ITB15-752-017
Project No.: Not Applicable
Bid Due Date: November 13, 2014

BID FORM
STANDARD FORM OF CONTRACT FOR SERVICES

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia  30084

In compliance with your Invitation to Bid and the Bidding Documents (defined herein), the undersigned Bidder,

____________________________________________,
[legal name of Bidder]

____________________________________________,
[address of Bidder]

____________________________________________,
[telephone number of Bidder]

having carefully examined the site and Bidding Documents, including the proposed contract documents and any Addenda thereto, for Project: Floor Covering Installation Services District-Wide proposes and agrees, if this bid is accepted, to enter into a contract with the Owner in the exact form identified in the Invitation to Bid and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time stated, and submits the following proposed Unit Price that will be inserted into Exhibit A of the contract as set forth below:

The undersigned Bidder further agrees to the following Unit Prices as provided for in the contract documents:

(1) Unit Price No. 1: Provide a unit price to install tile with mastic per DeKalb County School District specifications. Price should include cost of labor and materials. Price per square foot.

____________________________________________ dollars ($_____________)/ per square foot
[written in words]

(2) Unit Price No. 2: Provide a unit price to install baseboard with mastic per DeKalb County School District specifications. Price should include cost of labor and materials. Price per linear foot.

____________________________________________ dollars ($_____________)/ per linear foot
[written in words]
(3) **Unit Price No. 3**: Provide a unit price to install carpet per DeKalb County School District specifications. Price should include cost of labor and materials. Price per square foot.

_dollars ($_______)/ per linear foot

(4) **Unit Price No. 4**: Provide a unit price to remove non-asbestos tile and mastic. Price per square foot.

_dollars ($_______)/ per square foot

(5) **Unit Price No. 5**: Provide a unit price to remove carpet and mastic. Price per square foot.

_dollars ($_______)/ per square foot

(6) **Unit Price No. 6**: Provide a unit price to remove and reset furniture. Price per square foot.

_dollars ($_______)/ per square foot

**Addenda Acknowledgement**

The undersigned Bidder hereby acknowledges receipt of the following Addenda [insert the number and date of each Addendum; if none, insert "None"]: 

__________________________

**General Conditions**

The undersigned Bidder agrees that if it is notified in writing by mail, telegraph, facsimile, e-mail, or hand-delivery of the acceptance of this Bid, via Notice of Award or otherwise, within sixty (60) days after the date of the Bid opening, the undersigned Bidder will execute, within ten (10) days of the date of the notice, a contract for the Work in accordance with the Bidding Documents in the exact form provided therein for the amount stated above, and at that time will furnish and deliver to the Owner a satisfactory Performance Bond and Payment Bond, if required, both on the exact forms provided in the Bidding Documents and each in an amount equal to one hundred percent (100%) of the Contract Price. The Bidder further agrees to furnish other documents or information as required by the Bidding Documents in accordance therewith.

Enclosed herewith, if required, is a fully executed Bid Bond in the exact form required by the Bidding Documents.
The undersigned Bidder agrees that once the Bidder receives their Notice to Proceed, pursuing and obtaining the required permits becomes the Bidder’s responsibility.

The undersigned Bidder agrees to commence actual physical work on the site with adequate forces and equipment within ten (10) calendar days of the date of the Notice to Proceed to be issued by the Owner, and to complete the Work within the time provided in this Bid.

The undersigned Bidder is duly organized and existing under the laws of the State of ____________________________ as a:

(1) ___ Sole Proprietorship;
(2) ___ Partnership;
(3) ___ Corporation; or
(4) ___ Other legal entity (specify) _____________________.

The Bidder's Federal I.D. number, or Social Security number if the Bidder is an individual, is as follows: _________________________________.

As used herein, the “Bidding Documents” are: this Bid Form; the Invitation to Bid; the form of contract identified in the Invitation to Bid; the Narrative Scope of Work, any plans or specifications, or both, identified in the Invitation to Bid; the Owner's forms of Bid Bond, Payment Bond and Performance Bond; the Subcontractor Listing; Corporate Certificate, Entity Certificate or Partnership Certificate (as applicable); Bidder's and Individual's Affidavit of Noncollusion; and Noncollusion Affidavit of Subcontractor.

The following completed Bidding Documents are attached hereto or enclosed herewith:

(1) Original and four (4) duplicates of this Bid, appropriately marked;
(2) Payment and Performance Bond
(3) Corporate Certificate, Entity Certificate or Partnership Certificate (as applicable);
(4) Noncollusion Affidavit of Prime Bidder
(5) Conflict of Interest Disclosure Form

The Bidder understands that the Owner reserves the right to reject any or all Bids, and to waive technicalities and informalities.

The Bidder understands that the Bidder shall be responsible for obtaining all federal, state and local permits required for the Project.
The Bidder agrees that this Bid may not be revoked or withdrawn for a period of sixty (60) days after the date and time of Bid opening, but shall remain open for acceptance for a period of sixty (60) days following Bid opening.

By submission of this Bid, the Bidder certifies that this Bid has been derived independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. The Bidder hereby certifies that this Bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same Work and is in all respects fair and without collusion or fraud. The Bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The Bidder agrees to abide by all conditions of the Bid.

The full names, titles and addresses of persons and firms interested in the foregoing Bid as principals are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>ADDRESS</th>
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<tbody>
<tr>
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</tbody>
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Respectfully submitted,

__________________________
[typed name of Bidder]

By: ________________ [seal]
[signature]

__________________________
[Typed name and title]

__________________________
[address of Bidder]
(_____) [business telephone number]
__________________________
[date of execution]
STATE OF ______________________
COUNTY OF ________________

Came before me, ____________________________, and after being ______
duly sworn, deposes and says that he/she is __________________________ of [typet name of individual signing Bid]

__________________________ of [title]

__________________________ and that all of the foregoing is true and correct to the [Bidder]

best of his/her information and belief.

__________________________  
[signature of individual signing Bid]

Subscribed and sworn to  
before me this ___ day of  
____________________, 20____.

(seal)

__________________________  
Notary Public

My Commission Expires:  
___/___/___
CORPORATE CERTIFICATE
(Bids)

STATE OF ______________________
COUNTY OF _____________________

I, ________________________________, certify that I am the Secretary of the corporation named as offeror in the foregoing bid; that _____________________________________ who signed said bid on behalf of the offeror was then _______________________ of said corporation; that said bid was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of _____________________.

______________________________
[signature]

______________________________
[typed name]

Subscribed and sworn to before me this ___day of ___________________, 2_____.

(SEAL)

______________________________
Notary Public

My Commission Expires: ___/___/___

PARTNERSHIP CERTIFICATE
(Bids)

STATE OF __________________________
COUNTY OF ________________________

On this ____ day of ______________, 20______, personally appeared ____________________________, who executed the above bid, and being first duly sworn, deposes and says that he or she is a general partner in the firm of ____________________________ and that said firm consists of himself or herself and ________________________________________ and that he or she executed the foregoing bid on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

____________________________________
[Affiant’s Signature]

Partner  ______________________________
Partner  ______________________________

Subscribed and sworn to before me this ___ day of ______________, 2____.

(seal)

Notary Public

My Commission Expires:
___/___/___

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.
STATE OF _______________________
COUNTY OF _____________________

I, ________________________________, certify that I am the Secretary of the entity named as offeror in the foregoing bid; that ________________________________ who signed said bid in behalf of the offeror was then _______________________ of said entity; that said bid was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a ________________________ organized under the laws of the State of _________________________.

[signature]

[typed name]

Subscribed and sworn to before me this ___ day of ____________, 2_____.

(SEAL)

Notary Public

My Commission Expires: ______/____/____
PAYMENT BOND (Contractor)

____________________________________________________
[Insert Proper Name of Surety]
organized and existing under the laws of the State of ____________, as surety ("Surety"), and
___________________________________________
[Insert Proper Name of Contractor]

into, execute this bond ("Payment Bond"), and bind themselves in favor of the DeKalb County Board of
Education, as obligee ("Owner") in the penal sum of

____________________________ dollars ($___________), as of _____________.
[Insert Penal Sum in words and numerals] [Insert Date of Construction Contract]

WHEREAS, the Contractor has signed a contract with the Owner dated ______________, 20___
("Construction Contract") for construction of:

[Insert Description and Location of the Project]

("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the
terms and conditions set forth herein as a condition to executing the Construction Contract with the
Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for
themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to
the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are
bound for the full performance of the Construction Contract including without exception all of its terms and
conditions, both express and implied, and, without limitation, specifically including Contractor’s obligation
to pay for labor, materials, machinery, and equipment provided in connection with the Construction
Contract performance.

2.

For purposes of this Payment Bond, Beneficiary is defined as any subcontractor or other person
supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in the
Construction Contract, or any other person entitled to the protection of this Payment Bond pursuant to the
provisions of Title 36, Chapter 91, Official Code of Georgia Annotated.

3.

Every Beneficiary who has not been paid in full for labor or material furnished in the prosecution
of the work on the Project before the expiration of a period of ninety (90) days after the day on which the
last of the labor was done or performed by such person or the material or equipment or machinery was
furnished or supplied by such person for which such claim is made, or when he or she has completed his
or her subcontract for which claim is made, shall have the right to bring an action on this Payment Bond
for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to
prosecute such action to final execution and judgment for the sum or sums due such person; provided,
however, that:
(A) Any person having a direct contractual relationship with a subcontractor but no contractual relationship, express or implied, with the Contractor where the Contractor has not complied with the notice of commencement requirements in accordance with Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action upon this Payment Bond upon giving written notice to the Contractor within ninety (90) days from the day on which such person did or performed the last of the labor or furnished the last of the material or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was performed or done; provided, however, that: (i) the Contractor’s failure to supply a copy of the notice of commencement within ten calendar days of receipt of a written request from a subcontractor, materialman or person shall render the provisions of this paragraph 3(A) inapplicable to such subcontractor, materialman or person, and (ii) the Contractor’s failure to file a notice of commencement shall render the notice to contractor requirements of this paragraph 3(A) inapplicable.

(B) Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the Contractor where the Contractor has complied with the notice of commencement requirements in accordance with subsection (a) of Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action on this Payment Bond provided such person shall, within thirty (30) days from the filing of the notice of commencement or thirty (30) days following the first delivery of labor, material, machinery or equipment, whichever is later, give to the Contractor a written notice setting forth:

(i) The name, address and telephone number of the person providing labor, material, machinery or equipment;

(ii) The name and address of each person at whose instance the labor, material, machinery or equipment is being furnished;

(iii) The name and the location of the Project; and

(iv) A description of the labor, material, machinery or equipment being provided and, if known, the contract price or anticipated value of the labor, material, machinery or equipment to be provided or the amount claimed to be due, if any; and

(C) Nothing contained in this Payment Bond shall limit the right of action of a Beneficiary to the ninety (90) day period referenced in paragraph 3(A) above.

The notice required under paragraph 3(A) of this Payment Bond may be served by registered or certified mail, postage prepaid, or statutory overnight delivery, duly addressed to the Contractor, at any place at which the Contractor maintains an office or conducts his or her business or at his or her residence, by depositing such notice in any post office or branch post office or any letter box under the control of the United States Postal Service; alternatively, notice may be served in any manner in which the sheriffs of the State of Georgia are authorized by law to serve summons or process.

Every action instituted on this Payment Bond shall be brought in the name of the Beneficiary, without the Owner being made a party thereto.

4.

In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum. As used in this Payment Bond, the term “Penal Sum” means the amount stated as the penal sum in the preamble of this Payment Bond, as that amount may be adjusted from time to time pursuant to paragraph 5 below.

5.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total...
amount payable by the terms of the Construction Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Construction Contract is increased. No agreement, modification, or change in the Construction Contract, change in the work covered by the Construction Contract, or extension of time for the completion of the Construction Contract shall release the Surety of this Payment Bond.

6.

No action can be instituted hereunder after one (1) year from the completion of the Construction Contract and the acceptance of the Project by the Owner and any other applicable public authorities.

7.

Unless otherwise provided herein, any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below, including a courtesy copy to the Owner:

Surety: 

____________________________________

____________________________________

____________________________________

Attn: ______________________________

Contractor: 

____________________________________

____________________________________

____________________________________

Attn: ______________________________

Owner: DeKalb County Board of Education

1780 Montreal Road

Tucker, Georgia 30084

Attn: Joshua L. Williams, Chief Operations Officer
8.

Notwithstanding any provision herein that may be to the contrary, this Payment Bond is intended to be a statutory payment bond under applicable laws of the State of Georgia and shall be so construed.

CONTRACTOR:

____________________________________ [SEAL]
[Typed Name]

By: ________________________________
[Signature]

[Printed Name, Title and Address]

SURETY:

____________________________________ [SEAL]
[Typed Name]

By: ________________________________
[Signature]

[Printed Name, Title and Address]
PERFORMANCE BOND (Contractor)

_____________________________________________________________, a corporation duly organized and existing under the laws of the State of ____________, as surety ("Surety"), and ________________________________________________________, as principal ("Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in favor of the DeKalb County Board of Education as obligee ("Owner"), in the penal sum of ___________________________________ dollars ($_________), as of ____________________________.

WHEREAS, the Contractor has signed a contract with the Owner dated ______________, 2____ ("Construction Contract") for construction of:

______________________________________________________________ ("Project"); and

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract, including, without exception, all of its terms and conditions, both express and implied.

2. The condition of this obligation is such that if the Contractor shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Construction Contract within the time
provided therein and any extensions thereof that may be granted by the Owner, including specifically obligations that survive or extend past the completion of the Work as defined in said Construction Contract, and shall stand behind and perform fully any guaranty or warranty required under said Construction Contract or by law, and shall, at all times, perform its Construction Contract obligation as provided by law, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Construction Contract that may hereafter be made, and shall indemnify and save harmless said Owner of and from any and all loss, damage, and expense, including costs and attorneys’ fees, which the said Owner may sustain by reason of failure so to do, including costs and attorneys’ fees incurred in enforcing the Construction Contract or this Performance Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

3.

In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum. As used in this Performance Bond, the term “Penal Sum” means the amount stated as the penal sum in the preamble of this Performance Bond, as that amount may be adjusted from time to time pursuant to Paragraph 4 below.

4.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Construction Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Construction Contract is increased.

5.

This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner, together with its successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

6.

Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail,
Return Receipt Requested, to the address set forth for each party below:

Surety:  
__________________________________________  
__________________________________________  
Attn:  

Contractor:  
__________________________________________  
__________________________________________  
__________________________________________  

Owner:  
DeKalb County Board of Education  
1780 Montreal Road  
Tucker, Georgia 30084  
Attn: Joshua L. Williams, Chief Operations Officer  

Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

CONTRACTOR:  
[Typed Name]  
[Seal]  
By:  
[Signature]  
[Printed Name, Title and Address]  

SURETY:  
[Typed Name]  
[Seal]  
By:  
[Signature]  
[Printed Name, Title and Address]  

__________________________________________  
__________________________________________  
__________________________________________  
__________________________________________  

__________________________________________  
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__________________________________________  

__________________________________________  
__________________________________________  
__________________________________________  
__________________________________________
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (Printed Name), _______________________________ am the (Title) _______________________________ and I am the duly authorized representative of the firm of (Firm Name) _______________________________ for purposes of this Affidavit, whose address is (Firm Address) _______________________________, and I possess the legal authority to make this Affidavit on behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, “Firm Representative”) is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, “Owner Representative”), as indicated below:

<table>
<thead>
<tr>
<th>Firm Representative</th>
<th>Owner Representative</th>
<th>Relation</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

3. Except as listed below under “EXCEPTIONS”, neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

   EXCEPTIONS (fully disclose and completely explain)

[Continued on Next Page]
4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: ______________________________________________
Printed Name: ____________________________________________
Firm Name: ______________________________________________
Date: ____________________________________________________

Sworn to and described before me this ______ day of ________________

Personally known: _________________________________________
OR Produced Identification: _________________________________
Type of Identification: _____________________________________
Notary Public – State of ___________________________________
My Commission Expires ___________________________________
Affix Notary Seal Here:
Pursuant to bidding requirements for the Project known as **Floor Covering Installation Services**, the undersigned proposes to use the following subcontractors for principal portions of the Project:

<table>
<thead>
<tr>
<th>PORTION OF THE WORK</th>
<th>SUBCONTRACTOR NAME</th>
<th>CONTACT PERSON</th>
<th>ADDRESS</th>
<th>TELEPHONE NUMBER</th>
</tr>
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<tbody>
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</tbody>
</table>

*Use Additional Sheets If Necessary*

Provide Signature Identical To That Shown On The Bid Form

BIDDER: _____________________________________ [typed proper name of Bidder]

By: ______________________________________ [signature]

____________________________________ [name and title]
STANDARD FORM OF CONTRACT
FOR SERVICES
(NON-STATE CAPITAL OUTLAY PROJECTS)
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND THE SERVICE CONTRACTOR

Service Contractor: ________________________________
Project Name: ________________________________
Address: ______________________________________
______________________________________________

RFQ No.: ________________________________
Description: ________________________________
______________________________________________

Cost Code: ________________________________
# Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Parties to the Contract</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Program and Scope of Services</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Schedule</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Compensation</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Working Relationship</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Invoicing</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Cancellation and Termination by Owner</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>Independent Contractor</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Responsibility for Services</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Ownership of Work Product</td>
<td>5</td>
</tr>
<tr>
<td>11</td>
<td>Accounting and Records</td>
<td>5</td>
</tr>
<tr>
<td>12</td>
<td>Compliance with Laws</td>
<td>5</td>
</tr>
<tr>
<td>13</td>
<td>Equal Employment Opportunity</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>Contingency Fees</td>
<td>6</td>
</tr>
<tr>
<td>15</td>
<td>Subcontractors</td>
<td>6</td>
</tr>
<tr>
<td>16</td>
<td>Successors and Assigns</td>
<td>7</td>
</tr>
<tr>
<td>17</td>
<td>Insurance</td>
<td>7</td>
</tr>
<tr>
<td>18</td>
<td>Termination for Cause</td>
<td>8</td>
</tr>
<tr>
<td>19</td>
<td>Indemnification</td>
<td>8</td>
</tr>
<tr>
<td>20</td>
<td>Contract Administration</td>
<td>8</td>
</tr>
<tr>
<td>21</td>
<td>Force Majeure</td>
<td>9</td>
</tr>
<tr>
<td>22</td>
<td>Captions</td>
<td>9</td>
</tr>
<tr>
<td>23</td>
<td>Entire Agreement</td>
<td>9</td>
</tr>
<tr>
<td>24</td>
<td>Miscellaneous</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Exhibit “A” Payments</td>
<td></td>
</tr>
</tbody>
</table>

DeKalb Standard Form of Contract for Services Non-Sate Capital Outlay Projects (03.2014)
CONTRACT FOR SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and _____________ (the "Service Contractor"). This Contract is executed under seal and shall be effective on the date executed by the last party to execute it. The term of this Contract begins on ____________, 2014 and ends on ____________, 20___; provided, however, the Owner has the option of extending the term of the Contract for four (4) one-year terms.

The services required by this Contract are identified as _________________ (the "Program").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Service Contractor agree:

ARTICLE 1
PARTIES TO THE CONTRACT

The Owner’s address and its contact person are:

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA  30084

Attention: Joshua L. Williams

Phone:  678-676-1376
Fax:  678-676-1475

The Service Contractor’s address and its contact person are:

Attention: ________________
Phone: ________________
Fax: ________________

ARTICLE 2
PROGRAM AND SCOPE OF SERVICES

2.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program: ________________

______________________________
______________________________
______________________________

DeKalb Standard Form of Contract for Services Non-State Capital Outlay Projects (03.2014)
2.2 The Service Contractor represents to Owner that individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any:

________________________________________________________________________

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program:

________________________________________________________________________

2.4 As part of its Services, the Service Contractor shall produce for and/or deliver to the Owner the following tangible products, goods or deliverables (ex.: reports, plans, financial estimates, parts, equipment, etc.):

________________________________________________________________________

________________________________________________________________________

ARTICLE 3
SCHEDULE

3.1 Service Start Date: ____________________________
Incremental Service Date(s): ____________________________
Final Service Date or Completion Date: ____________________________

ARTICLE 4
COMPENSATION

4.1 Compensation under this Contract shall be pursuant to the terms specified in Exhibit "A."

ARTICLE 5
WORKING RELATIONSHIP

5.1 The Service Contractor will function in cooperation with the Owner’s designated representative, which is set forth in Article 1 of this Contract. The Service Contractor will consult with the Owner’s representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Contractor shall fully cooperate with the Owner and, if applicable, the Owner’s representative or designee. Such cooperation shall include, without limitation, providing any requested information to the Owner’s representative and advising, meeting with, consulting with, and coordinating with the Owner’s representative.

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.
5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner representative and with the Service Contractor’s employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner’s representative and with the Service Contractor’s employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

5.4 The Service Contractor shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Contractor, or any entity or person under the Service Contractor’s supervision or control, do not harm, or allow harm, to the Owner’s computers, systems, networks, and technology. The Service Contractor shall take any and all measures possible to protect the Owner’s computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING

6.1 All invoices shall be as set forth in Exhibit “A.”

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Contract with notice in writing to the Service Contractor. In the event of cancellation or termination, the Owner shall pay to the Service Contractor all compensation earned for actual services rendered.

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall (i) comply with the requirements of Paragraph 6.3, above and (ii) produce, submit and deliver to the Owner all documents, material, data and information gathered or developed for the Program, including all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

7.3 The Owner may, without cause, order the Service Contractor in writing to suspend, delay or interrupt the work or services covered by this Contract, in whole or in part, for such period of time as the Owner may determine.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Contractor and its employees shall perform as an independent contractor and not an employee or representative of the Owner. The Service Contractor retains
sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Contractor’s employees under federal or state income tax laws, unemployment and workers’ compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Contractor shall maintain strict discipline among all personnel employed at any Program site, and no person under the influence of drugs or alcohol shall be allowed on the property of the Owner, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Contractor shall use any tobacco product while at any Program site, on any property owned by Owner or at any function or event sponsored by or held on behalf of Owner.

ARTICLE 9
RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Contract, the Service Contractor warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions.

9.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 9.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Contractor’s Services or within one year from the date of completion of the Service Contractor’s Services, and (ii) the Owner notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

9.3 Service Contractor warranties that any goods to be produced to or delivered to Owner during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 The Owner acknowledges that the Service Contractor shall be entitled to rely on the accuracy and currency of information supplied by the Owner or by any of the Owner’s contractors or consultants, or available from generally accepted reputable sources.

9.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10
OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Contractor in connection with its performance under this Contract (the
“Information”) shall be the property of the Owner. In entering into this Contract, the Service Contractor hereby transfers to the Owner all right, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the Owner. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Contractor shall be delivered to the Owner upon the completion, cancellation or termination of Services under this Contract within three (3) business days of such completion, cancellation or termination. The Service Contractor may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11

ACCOUNTING AND RECORDS

11.1 The Service Contractor shall maintain a system of accounting and record keeping for all Services. Further, the Service Contractor will allow the Owner’s inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Contract.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Contractor shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Contract including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Contractor will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Contractor will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: 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.
ARTICLE 14

CONTINGENCY FEES

14.1 The Service Contractor represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Contract or any contract with the Owner, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract or any other contract with the Owner.

ARTICLE 15

SUBCONTRACTORS

15.1 Service Contractor shall manage all work and Services performed under this Contract. Upon the Owner’s prior written consent, the Service Contractor may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Contractor and the Owner will not be diminished.

15.2 All of the Service Contractor’s Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor’s direct supervision. The Service Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Contract as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the Owner being a third-party beneficiary to any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between Owner and any subcontractor is created by any provision contained in this Contract.

15.3 If the Service Contractor utilizes Subcontractor(s) with respect to this Contract, then the Service Contractor will require Subcontractor(s) to comply with all terms and conditions of this Contract including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

SUCCESSORS AND ASSIGNS

The Service Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.
ARTICLE 17

INSURANCE

17.1 The Service Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, the Service Contractor shall provide the Owner with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.

17.2 The insurance requirements of this Contract are:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability Including Contractual Liability Bodily Injury and Property Damage</td>
<td>$2,000,000 annual aggregate $1,000,000 per occurrence</td>
</tr>
<tr>
<td>Comprehensive General Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos</td>
<td>$2,000,000 annual aggregate $1,000,000 per occurrence</td>
</tr>
<tr>
<td>Worker's Compensation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors and Omissions</td>
<td>$2,000,000 annual aggregate</td>
</tr>
</tbody>
</table>

17.3 The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.
ARTICLE 18
TERMINATION FOR CAUSE

18.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other party in the event that such other party substantially fails to perform its material obligations set forth herein.

ARTICLE 19
INDEMNIFICATION

19.1 The Service Contractor agrees to hold harmless and indemnify the Owner, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.

ARTICLE 20
CONTRACT ADMINISTRATION

20.1 The Owner and the Service Contractor have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Contract. The Owner’s representative shall have no power or authority to change this Contract or to execute or agree to any change orders. The Owner may change its representative or declare a designee by written notice to the Service Contractor.

20.2 To be binding against the Owner, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Contract must be in writing and signed by the Owner. The Service Contractor acknowledges that the Owner does not, and will not be deemed to, waive this condition precedent under any circumstances.

20.3 Failure of the Owner or the Service Contractor to insist in any one or more instances on performance of any of the terms and conditions of this Contract, or to exercise any right or privilege contained in this Contract, or the waiver of any breach of the terms and conditions of this Contract, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

20.4 The Service Contractor and the Owner will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration’s (“OSHA”) Rules and Regulations effective at the time the work was performed.

20.5 This Contract shall be governed by the laws of the State of Georgia.
ARTICLE 21
FORCE MAJEURE

21.1 The Service Contractor will not be responsible or liable in any way for delay or failure to perform its obligations under this Contract during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 22
CAPTIONS

22.1 The headings in this Contract are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Contract or any part hereof.

ARTICLE 23
ENTIRE AGREEMENT

23.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Program and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the Owner and the Service Contractor.

ARTICLE 24
MISCELLANEOUS

24.1 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day.

24.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Contractor’s services, the Service Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Service Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb...
County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24.3 The exclusive venue for any civil action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.

IN WITNESS WHEREOF, the Owner and the Service Contractor, intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Contract.

OWNER: DEKALB COUNTY BOARD OF EDUCATION

By: ________________________________
    [Signature]
    , Chair
    [Printed Name, Title]

By: ________________________________
    [Signature]
    [SEAL]

SERVICE CONTRACTOR: [Typed Name]

By: ________________________________
    [Signature]
    [Printed Name]

By: ________________________________
    [Signature]
    [Printed Title]

Mr. Michael Thurmond
    [Typed Name]
    Superintendent
    [Printed Title]
    [Printed Address]

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
    [Printed Address]

__________________________________
[Date of Execution]

Joshua L. Williams, Chief Operations Officer
EXHIBIT “A”

END
OFFEROR’S and INDIVIDUALS’ AFFIDAVIT OF NONCOLLUSION

(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))

STATE OF ______________________
COUNTY OF ______________________

COMES NOW, ______________________________________________________ (“Offeror”),

[insert name of Offeror]

appearing by and through __________________________________ , it’s ______________________

[insert name of individual with authority to bind Offeror] [title]

(averring both individually and in his or her representative capacity on behalf of Offeror) (the “Individual And Representative Affiant”), and _____________________________________________________________

[insert names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

(collectively, the “Individual Affiants”), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

   (d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County
Board of Education Project No. N/A for Floor Covering Installation Services (the “Project”).

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This ______ day of _______________, 2____

____________________________________
[insert name of Offeror]
and
____________________________________
[insert name of Individual And Representative Affiant]

By: ________________________________, both individually and on behalf of Offeror as its
[signature]
_________________________________
[insert title]

Individual Affiants’ signatures and names:

x____________________________________ x____________________________________
Name:________________________________ Name:________________________________

x____________________________________ x____________________________________
Name:________________________________ Name:________________________________

x____________________________________ x____________________________________
Name:________________________________ Name:________________________________

x____________________________________ x____________________________________
Name:________________________________ Name:________________________________

Sworn to and subscribed before me this ___ day of _______________, 2____.

Notary Public: _____________________ My commission expires: ___/___/___.

(SEAL)
NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF ___________________
COUNTY OF _________________

______________________________, being first duly sworn, deposes and says that:

(1) He or she is _____________________________________ of
[Owner, partner, officer, representative, or agent]

____________________________________________, hereinafter referred to as the “Subcontractor”;

(2) He or she is fully informed respecting the preparation and contents of the Subcontractor’s Bid/Proposal submitted by the Subcontractor to __________________________, the Contractor for certain work in connection with the construction of ____________________________ pertaining to the project at ______________________________________;

(3) Such Subcontractor’s Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder/Offeror, firm or person to submit a collusive or sham Bid/Proposal in connection with such Contract or to refrain from submitting a Bid/Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder/Offeror, firm or person to fix the price or prices in said Subcontractor’s Bid/Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the DeKalb County Board of Education or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor’s Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder/Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: ______________________________
Title: ______________________________
(SEAL)

Subscribed and Sworn to before me this ___ day of ________________, 2_____.
Notary Public: ________________________ My commission expires: ___/__/__.
12.2008
ATTACHMENT O: VENDOR REFERENCE FORM

VENDOR REFERENCES FOR: ____________________________________________

Insert Company Name

References must be completed by ALL Vendors. It is the vendor’s responsibility to provide COMPLETE and ACCURATE reference information on the form below; completing ALL fields. Failure to do so can result in DCSD being unable to verify vendor’s past work which may affect DCSD’s determination that the vendor is responsive and responsible. DCSD reserves the right to consider past experience with vendor.

1. _____________________________________________________________
   Company

   Address, City, State, Zip Code

   Telephone Number   Fax Number

   Name of Contact Person   E-Mail Address

2. _____________________________________________________________
   Company

   Address, City, State, Zip Code

   Telephone Number   Fax Number

   Name of Contact Person   E-Mail Address

3. _____________________________________________________________
   Company

   Address, City, State, Zip Code

   Telephone Number   Fax Number

   Name of Contact Person   E-Mail Address
ATTACHMENT P: CHECKLIST AND CERTIFICATION

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

<table>
<thead>
<tr>
<th>Owner’s Standard Forms:</th>
<th>Include with Bid</th>
<th>Check Box to Confirm Inclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment A: Owner’s Criteria and Narrative Scope (3 pages)</td>
<td>NO</td>
<td>N/A</td>
</tr>
<tr>
<td>Attachment B: Bid Form - Standard Form of Contract for Services (5 pages)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Attachment C: Corporate Certificate (1 page) (If Applicable)</td>
<td>Include Attachment C, D, or E as applicable</td>
<td></td>
</tr>
<tr>
<td>Attachment D: Partnership Certificate (1 page) (If Applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attachment E: Entity Certificate (1 page) (If Applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attachment G: Payment Bond (4 pages)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Attachment H: Performance Bond (3 pages)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Attachment I: Conflict of Interest Disclosure Form (2 pages)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Attachment K: Subcontractor Listing (1 page)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Attachment M: Offeror’s and Individuals’ Affidavit of NonCollusion (2 pages)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Attachment N: To be submitted simultaneously with the execution of the contract.</td>
<td>NO</td>
<td>N/A</td>
</tr>
<tr>
<td>Attachment O: Reference Form (1 page)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Attachment P: ITB Checklist (2 pages)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Attachment R: No Submittal Response Form (1 page)</td>
<td>NO</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Requirements:</th>
<th>Include with Bid</th>
<th>Check Box to Confirm Inclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Certificate of Insurance, per Special Terms &amp; Conditions, Item 3.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Copy of Business License, per General Requirements Item 7.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Acknowledgement of ALL addenda (if any) below &amp; on the Price Bid Form</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Acknowledgement of Acceptance of Owner’s Service Contract</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

Indicate Addenda(s) Nos. __________________________ received (none unless indicated here). The bidder is responsible for reading and understanding all sections of this ITB, and affirms that they shall be bound by all of the terms and conditions contained in this ITB.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and proposing vendor or and its officers and employees have not entered into any agreement with any other person, firm or corporation relating to any prices or other terms named in this ITB or any other ITB, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this ITB.

ITB No. 15-752-017 – Floor Covering Installation Services District-Wide
ATTACHMENT P: CHECKLIST AND CERTIFICATION
October 9, 2014
Name of Vendor: ____________________________________________________________

Signature: ___________________________  Printed Name: __________________________

Title: _____________________________  Date: __________________________

Sworn to and subscribed before me this ___ day of ________________, 2_____.

Notary Public: ___________________________ My commission expires: __/__/___.

(SEAL)

THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES.
Attachment R: NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this Invitation to Bid, please complete this form and return or fax, prior to the ITB due date established within to:

DeKalb County Board of Education (the “Board”)
Sam A. Moss Service Center
Procurement Services
Attention: Belinda Quillet, CPPB
1780 Montreal Road
Tucker, Georgia 30084-6705
Fax (678) 676-1475

This information will assist Procurement Services in the preparation of future ITB’s.

ITB Number: 15-752-017  Title: Floor Covering Installation Services
Company Name: ______________________________________________________________
Contact: ____________________________________________________________________
Address: ____________________________________________________________________
Telephone: _________________________________ Fax: ____________________________
Email: ______________________________________________________________________

Please check reason for a “no submittal.”

____ Specifications ‘too tight”, geared toward one brand or manufacturer (explain below)
____ Insufficient time to respond
____ Specifications unclear (explain below)
____ We do not offer this product/service or an equivalent
____ Our product schedule does not permit us to perform
____ Unable to meet specifications
____ Unable to meet bond requirements
____ Unable to hold prices respondent throughout the term of the contract period
____ Unable to meet insurance requirements
____ Other______________________________________________________________

Explanation: ______________________________________________________________

____________________________________________________________________________

If submitting this form, only this form needs to be returned.

ITB NO. 15-752-017 – Floor Covering Installation Services
# TABLE OF CONTENTS

## DIVISION 1 – GENERAL
- Introduction ................................................. 3
- DeKalb County School District Guiding Documents ........................................ 3
- DeKalb County School District Educational Specifications ................................. 3
- GADOE Architectural Review Items .................................................. 3
- Architectural/Engineering (AE) Contract ............................................. 4
- Applicable Codes .................................................. 4
- Grades to be Housed ................................................ 4
- Building Capacity .................................................. 4
- Room Numbers .................................................. 4
- GADOE Inventory Drawings ................................................ 5
- Fire Evacuation Drawings .............................................. 6
- Proprietary Specifications .............................................. 6
- Green Considerations/ High Performance Schools ........................................ 6
- Acoustical Standards ................................................ 7
- Close-out Documents ................................................ 7
- Owner Orientation and Instruction ............................................. 7

## DIVISION 2 – SITE
- Site Design ..................................................... 8
- Future Portable Classrooms ............................................... 8
- Site Circulation ..................................................... 8
- Auto Parking and Student Drop-off/Pick-up ....................................... 9
- School Bus Parking, Drives and Loading ....................................... 9
- Site Signage (Road, Parking and Entrance), 9
- Marquee Sign ...................................................... 9
- Loading Docks ...................................................... 10
- Paving and Surfacing ................................................ 10
- Compactor / Dumpster Pads ............................................. 10
- Fences and Gates ...................................................... 10
- Trees / Plants / Ground Covers .......................................... 11
- Lawns and Grasses ..................................................... 11
- Landscaping Irrigation System ........................................... 11
- Site Design Notes for School Athletic Facilities ..................................... 12

## DIVISION 3 – CONCRETE
- Stadium Seating ................................................... 15

## DIVISION 4 – MASONRY
- Brick Masonry ..................................................... 15
- Concrete Masonry Units ............................................ 15

## DIVISION 5 – METALS
- Structural Metal Framing ........................................... 16
- Ladders .............................................................. 16
- Railings .............................................................. 16

## DIVISION 6 – WOOD & PLASTICS
- Plastic Laminates ................................................... 16
- Casework ............................................................ 16

## DIVISION 7 – THERMAL & MOISTURE PROTECTION
- Waterproofing and Damp-proofing .......................................... 16
- Insulation and Fire-proofing ............................................ 16
- Pre-formed Metal Roofing ............................................. 17
- Membrane Roofing .................................................... 17
- Roof Drains .......................................................... 17
- Roof Hatches .......................................................... 17

## DIVISION 8 – DOORS & WINDOWS
- Doors ................................................................. 17
- Hardware .............................................................. 18
- Windows ............................................................... 18
- Glazing ................................................................. 19

## DIVISION 9 – FINISHES
- Gypsum Board ...................................................... 19
- Resilient Tile Flooring ............................................... 19
- Carpet ................................................................. 19
- Wood Athletic Flooring ................................................ 20
- Synthetic Athletic Flooring ........................................... 20
- Indoor Track Athletic Flooring ........................................ 20
- Weight Room Athletic Flooring ........................................ 20
- Quarry Tile .......................................................... 20
- Ceramic Tile .......................................................... 20
- Terrazzo ............................................................... 20
- Sealed Concrete ....................................................... 20
- Polished Concrete ..................................................... 20
- Suspended Ceiling ..................................................... 20
- Non-accessible Ceilings ................................................ 21
- Sound Attenuation Blanket ............................................. 21
- Exterior Painting ....................................................... 21
- Interior Painting ......................................................... 21

## DIVISION 10 – SPECIALTIES
- Visual Display Boards ............................................... 21
- Metal Storage Shelving ............................................. 22
- Room Signage ......................................................... 22
- Metal Lockers ........................................................ 22
- Restroom Accessories ................................................ 24
- Toilet Compartments & Urinal Screens ..................................... 24
- Fire Extinguishers ....................................................... 24
- Ground Set Flagpole .................................................. 24
- Canopies ............................................................... 24

## DIVISION 11 – EQUIPMENT
- Book Theft Protection Equipment .......................................... 25
- Theatrical / Stage Equipment ........................................... 25
- Projection Screens ..................................................... 25
- Darkroom Equipment ................................................... 25
- Food Service Equipment ............................................... 26
- Custodial Equipment .................................................... 26
- Athletic Equipment ..................................................... 26
Scoreboards ................................................. 28
Play Equipment ............................................. 28
Concession Equipment ...................................... 28

DIVISION 12 – FURNISHINGS
Science Casework and Equipment ................. 29
Darkroom Casework ....................................... 29
Music Casework ........................................... 29
Library Shelving and Casework ..................... 30
Manufactured Casework ................................. 30
Blinds .................................................................. 32
Auditorium Seating .......................................... 32
Telescoping Bleachers ....................................... 32
Floor Mats and Frames ...................................... 33

DIVISION 13 – SPECIAL CONSTRUCTION
Portable Bleachers .......................................... 33

DIVISION 14 – CONVEYING SYSTEMS
Elevators ....................................................... 33
Electric Traction Elevators ............................. 33
Mechanical Lifts for AIA Accessibility ............ 34

DIVISION 15 – MECHANICAL
Pipe and Fittings ............................................. 34
Reduced Pressure Zone Assemblies .................. 35
Grease Interceptors ......................................... 35
Trap Primers .................................................. 35
Plumbing Fixtures .......................................... 35
Fire Protection ................................................ 37
Heating Ventilation and Air Conditioning ......... 37
Automated Temperature Controls and Energy Management System .............. 39

DIVISION 16 – ELECTRICAL
Solid Front Electrical Panels ......................... 39
Future Expandability ....................................... 39
Conductors and Grounding ............................ 39
Overload Devices for Motor Starters ............... 39
Power Outlets ................................................ 40
Light Fixtures ............................................... 40
Motion Sensors ............................................. 40
Gym Lighting ................................................ 40
Auditorium Lighting ....................................... 41
Exit and Emergency Lighting ....................... 41
Emergency Electrical System ....................... 41
Exterior Lighting Fixtures ............................. 42
Sports Field Lighting ..................................... 42
Data Cabling System ...................................... 43

APPENDIX
Proprietary Specifications ......................... 46
Door Hardware ............................................. 46
Data Cabling System ...................................... 50
Telephone Cabling System ............................. 51
Intercom System ............................................ 51
Fire Alarm System .......................................... 63
Security System ............................................. 72
Communications .......................................... 79
DCSD Access Control System ...................... 82

DeKalb County School District
Design Guidelines

June 20, 2014
Version 1.4

Page 2 of 83
Interior window frames shall be hollow metal and shall be provided at offices where supervision of adjacent areas is required. Do not provide interior windows at Locker Rooms.

Provide interior window(s) in the Kitchen Manager’s Office to allow observation of workers in the Kitchen and vendors during deliveries.

**Glazing**
General exterior glazing shall be insulated, double thickness. Provide tempered, laminated, and wired glass as required by code. Use tinted glass for sun control in lieu of blinds at large and inaccessible windows at Clerestories, Lobbies, Corridors, Media Centers, Cafeterias, Gymnasiums and similar spaces.

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**DIVISION 9 FINISHES**

**Gypsum Board**
Gypsum Board wall systems are acceptable for interior partitions at light duty spaces such as offices and partitions between classrooms and labs. Exposed layers shall be abusive resistant type. Use fire code type material as required by code. Bull nose corner beads shall be used at typical outside corners. Corner guards, in lieu of bull nose corners, may be used at the Administrative and Guidance areas. Sound baffles shall be used to reduce the sound transmission of the wall system as needed.
- Do not use gypsum board wall systems in any wet or damp locations.
- Rated gypsum board systems may also be used at firewalls starting 10'-0" above finish floor where the wall will not be susceptible to vandalism or abuse.
- Use concrete masonry unit walls in lieu of gypsum board walls whenever possible.
- Fiberglas reinforced (FRP) panels are unacceptable for use in kitchens.

**Resilient Tile Flooring**
Typical floor finish, except where specialized finishes are called for, shall be Vinyl Composition Tile. Size of VCT shall be 12" x 12" x minimum 1/8". Basis of design is Excelon, Imperial Series by Armstrong. Color and patterns shall be specified by the Design Professional and approved by Dekalb County School District. Colors shall be standard manufacturer’s colors, chosen with ease of maintenance in mind. Solid colors floor tile shall be used for accent areas only. Consider use of flexible terrazzo tile similar to “FritzTile” in corridors, lobbies, and high traffic areas. To add aesthetic interest to the building, the Design Professional is encouraged to use patterns and color, especially in corridors and lobbies.

Coordinate the sequence for cleaning and waxing VCT floors with DCSD Coordinator of Environmental Services and Coordinator of Warehouse. Schedule cleaning and waxing of VCT floors at Corridors, Cafeteria and other designated areas after furniture is delivered. Base shall be 4" black or very dark color rubber cove base. Provide matching-color transition strips adjacent to other floor materials.

**Carpet**
At locations where the Educational Specifications call for carpet, tiles are preferred over roll goods. Specify electrostatic backing to eliminate curling of carpet tiles at the edges.
- Standard of quality, construction and appearance for carpet tiles is based on “Diffuse” and “Disperse” by Shaw Industries.
- Standard of quality, construction and appearance for broadloom carpet is based “Expose” or “Blog” by Shaw Industries.
- Standard of quality, construction and appearance for walk-off mat is based on Crayon 01957 Vinyl Cushion Tufted Textile (VCTT) by Tandus Flooring.
Wood Athletic Flooring
High School and Middle School Gym flooring shall be solid maple wood strip athletic flooring system.
- Minimum thickness shall be 7/8", No.2 or better grade maple.
- The flooring system shall be specifically made for athletic flooring applications.
- Flooring shall include multi-purpose court markings and custom designed school logo approved by DCSD.
- Provide recessed supports for three volleyball nets at all middle and high school gyms.
- Provide event floor covering at wood floors which are also used for auditorium and other assembly functions.
- Flooring for new auditorium stages, dance rooms, and drama rooms shall be wooden sprung floors.

Synthetic Athletic Flooring
Synthetic athletic flooring shall be installed in all Elementary School Gyms. Product shall be equal to MondoSport I by Mondo USA or SportGrain Plus by Corinor Sports Flooring.

Indoor Track Athletic Flooring
Indoor track flooring shall be polyurethane flooring over Rubberized Base with continuous striping for three lanes.
- Basis of design: Robbins Sports Surfaces - Pulous - 2000

Weight Room Athletic Flooring
Weight Room Athletic Flooring shall be recycled rubber material formed into squares with interlocking tabs, free-laid without adhesive.
- Basis of design: Robbins Sports Surfaces - Freeweight

Quarry Tile
Dark Red Quarry Tile with deep charcoal gray grout shall be used at Kitchen, Walk-in Cooler & Freezer, Dry Storage, Serving Courts, Custodial wet areas. Grout joints shall not be sealed in kitchen floors.

Ceramic Tile
At rest rooms, unglazed Ceramic tile is acceptable for use as flooring. Glazed ceramic tile, minimum 54" high on all restroom walls, is preferred for use as wainscot material. To add aesthetic interest, consider accent patterns or strips. Color shall be selected by Design Professional and approved by DeKalb County School District. Colors of tile and grout shall be selected with ease of maintenance and long term appearance in mind. Grout must be sealed.

Terrazzo
For new construction, terrazzo may be considered for high traffic areas such as corridors and lobbies. Consideration must be given to slip prevention at all entrances.

Sealed Concrete
Sealed Concrete flooring is acceptable at large storage, mechanical and electrical rooms.

Polished Concrete
The design professional can consider the use of polished concrete in high traffic locations including corridors and cafeterias.

Suspended Ceilings
Unless noted otherwise, 2' x 2' ceiling grids with 2' x 2' x 5/8" suspended acoustical ceiling tiles shall be used for all general use areas of the building. Standard ceiling tile shall be square edge, non directional, fissured design, 5/8".
Basis of design: Cortega 770 by Armstrong. 
Basis of design for ceiling tile in wet areas shall be Ceramaguard 607 by Armstrong. 
Cafeteria – hard, washable tile needs to be installed around high HVAC vents in cafeterias, 
similar material to that used in the kitchen 
Suspension System throughout shall be 15/16" exposed tee aluminum system. Basis of design: 
Prelude XL by Armstrong. 
Ceiling system furnished shall include all industry-standard accessories required for installation. 
Exposed structure and ductwork may be considered in art labs, stages, and drama rooms. 
When determining ceiling heights, consider maintenance of lighting and finishes. Maximum 
height must be within reach of ladders or lifts readily available to DCSD maintenance staff. 
Consider using hard ceilings in student restrooms and locker rooms.

Non-accessible Ceilings
Ceiling access panels need to be installed wherever hard ceilings are installed to access valves, 
smoke detectors, etc. Minimum size shall be 24" x 24", if personnel access is required (i.e. more 
than hand access to reach a valve).

Sound Attenuation Blanket
Sound attenuation blankets may be used above suspended ceilings in order to obtain 
acceptable sound transmission levels. See Acoustical Standards in Division 1 of these Design 
Guidelines.

Exterior Painting
Exterior painting shall be in accordance with the manufacturer's recommendations for the paint 
used and the material being painted. Color shall be selected by Design Professional 
and approved by DeKalb County School District. In general, materials with factory 
applied paint, coatings, or integral color should be specified in order to reduce maintenance 
costs. 
Basis of Design: Duron “Weather Shield” one coat, flat White paint for exterior painting.

Interior Painting
Interior painting shall be in accordance with the manufacturer's recommendations for the paint 
used and the material being painted. Semi-gloss shall be used unless otherwise approved. Color 
shall be selected by Design Professional and approved by DeKalb County School District. In 
general, materials with factory applied paint, coatings, or integral color should be specified in 
order to reduce maintenance costs.
Basis of Design: Pittsburgh Pure Performance Interior walls – color: 
Antique (Porter Paints) Zero 
VOC – semi gloss. Interior metal doors and frames - Advantage Hi Gloss Exterior (Porter 
Advantage 900 High Gloss) Low VOC.

DIVISION 10 - SPECIALTIES

Visual Display Boards
Design Professional shall consider display of student work and integrate mounting methods 
wherever possible into interior design. Visual Display boards and related accessories shall be 
included in the Construction Contract.
See Educational Specifications for location, quantity and size, 
Marker boards shall be factory laminated 3-ply construction with porcelain-enamel low-gloss 
face sheet, 3/8" particle board core and aluminum sheet backing. 
Provide aluminum frame with chalk tray and 1" map rail with accessory clips for flags and 
maps. 
Provide appropriate special graphic at math and music rooms. 
Provide manual sliding marker boards at science labs.