### Invitation to Bid (ITB) No. 15-752-047

**For:** Modular Classroom Buildings Purchase and Replacement

**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>March 5, 2015</td>
<td></td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations and</a> <a href="http://www.demandstar.com">www.demandstar.com</a></td>
</tr>
<tr>
<td>Mandatory Pre-Bid Conference</td>
<td>March 12, 2015</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>March 23, 2015</td>
<td>2:00 PM</td>
<td><a href="mailto:dcsd-op-bidquestion@dekalbschoolsga.org">dcsd-op-bidquestion@dekalbschoolsga.org</a></td>
</tr>
<tr>
<td>Final Addendum</td>
<td>March 26, 2015</td>
<td>2:00 PM</td>
<td><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>
</tr>
<tr>
<td>Bid Due Date &amp; Time</td>
<td>March 31, 2015</td>
<td>2:00 PM</td>
<td>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</td>
</tr>
<tr>
<td>Bids Opened</td>
<td>March 31, 2015</td>
<td>2:00 PM</td>
<td>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</td>
</tr>
<tr>
<td>Evaluation of Bids</td>
<td>April 1 – 3, 2015</td>
<td></td>
<td></td>
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<tr>
<td>Anticipated Board Review and Approval</td>
<td>May 4, 2015</td>
<td></td>
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<tr>
<td>Anticipated Notice of Award</td>
<td>May 6, 2015</td>
<td></td>
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</tr>
</tbody>
</table>
Owner's Standard Forms:
Attachment A: Owner's Criteria and Narrative Scope (12 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: Illegal Immigration Reform and Enforcement Act of 2011 (6 pages)
Attachment G: Payment Bond (Not Applicable)
Attachment H: Performance Bond (Not Applicable)
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.

SEE REQUIRED CONTENT / DOCUMENT CHECK LIST – Attachment P.

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

Sealed Bid Identification Label:
This information must appear in the lower LEFT corner of your sealed bid container (whether envelope, box, express carrier package, etc.)

Sealed Bid ‘Address To’ Label:
This information must appear in the mailing address area of your sealed bid container (whether envelope, box, express carrier package, etc.)

Boxes, 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. It is the sole responsibility of the Bidder to ensure timely delivery of the bid submittal. The respondent is responsible for allowing adequate mailing or delivery time in order for the bid to be delivered by the specified due date and time. Offers by telegram, facsimile machine, or telephone will not be accepted. Bids will be time and date stamped upon receipt at the address listed above. The exact time of receipt is determined by the date/time stamp. Any bids received after the designated time and date will be deemed late and will not be accepted by DCSD.
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 15-752-047, Modular Classroom Buildings Purchase and Placement” 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 Monday, March 23, 2015 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 Thursday, March 26, 2015 at 2:00 p.m. http://www.dekalb.k12.ga.us/solicitations No response other than 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 **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. It is the sole responsibility of the Bidder to ensure timely delivery of the bid submittal. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

3.2 All prospective bidders are required to attend a **Mandatory Pre-Bid Conference** to be held on Thursday, March 12, 2015, 10:00 a.m. at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, GA 30084. 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 **June 1, 2015** through **June 30, 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 **June 1, 2015** through **June 30, 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 **June 30, 2016** for up to four (4) years through **June 30, 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. **PROTEST PROCEDURES FOR FACILITIES MANAGEMENT DEPARTMENT SOLICITATION DOCUMENTS AND CONTRACT AWARDS**

**Protest Process.** This section describes the mandatory administrative procedure whereby offerors submitting sealed competitive bids/proposals (hereinafter referred to as “bidders”) to DCSD directly related to Facilities Management, for proposals worth $100,000 or more may challenge the solicitation process, and whereby bidders/offereors on sealed competitive bids directly related to Facilities Management for proposals worth $100,000 or more, may challenge contract awards. 28.1

28.1 **Protests.** A bidder may file a written protest challenging DCSD’s compliance with applicable procurement procedures subject to the bidder’s compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.
28.2 Types of Challenges. Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD’s intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

28.3 Form of Protest. At a minimum, the written protest must include the following:

a. the name and address of the protestor;
b. appropriate identification of the solicitation;
c. a statement of reasons for the protest;
d. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and

e. the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting offeror.

28.4 Filing Protests. A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the offeror, and is received by the Facilities Management Department. The protest may be sent by any of the following means:

MAIL: Attention: Mr. Joshua L. Williams
Chief Operations Officer
DeKalb County School District
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084

FAX: (678) 676-1475

The offeror must observe the following deadlines when filing a protest:

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<thead>
<tr>
<th>Type of Protest</th>
<th>Protest Filing Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Challenge to Competitive Solicitation Process</td>
<td>Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.</td>
</tr>
<tr>
<td>Challenge to an Intended or Actual Contract Award</td>
<td>In the event DCSD posts a Notice of Intent to Award (“NOIA”), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.</td>
</tr>
<tr>
<td></td>
<td>In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award (“NOA”) is posted.</td>
</tr>
</tbody>
</table>

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

28.5 Stay of Procurement During Protest Review. When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the Facilities Management Department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.
When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Facilities Management Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

28.6 Protest Resolution. The Facilities Management Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.

- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

28.7 Costs. In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

30. 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.

END OF SECTION
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 for the purchase and placement of modular classroom buildings. The intent of this ITB is to establish a term contract for the purchase and placement of modular classroom buildings as needed as specified herein. 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 two (2) vendors who has been determined to be the lowest, responsive, responsible bidders, for the Modular Classroom Buildings Purchase and Placement.

B. 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.

C. 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.

D. The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, equipment, machinery, tools, materials, transportation, and all other services necessary to fully complete all worked specified herein. Work done shall meet all required state, local and municipal applicable codes.

E. The modular units are for various schools and departments located throughout DeKalb County School District and are not for delivery to any central location. The buildings will be purchased on an as needed basis. The successful contractor(s) will provide all necessary items and equipment for modular manufacture and placement on DCSD designated sites.

F. All modular units offered shall be new, manufacturer’s current or latest model unit, at the time the Purchase Order is issued.

G. The contractor/building manufacturer shall provide permanent identity plates on each modular unit.

H. The successful contractor(s) shall be responsible for manufacture, delivery, site work, off-loading, assembly, placement and complete turnkey, internal hook-up of systems. External power, water, sewer, storm sewer, fire alarm, and intercom systems shall be brought to the unit under separate contract. The separate contract will also include sidewalks, walkway covers, final site grading, installation of landscaping and irrigation. All internal systems shall be the responsibility of the successful bidder. Successful contractor(s) shall also be responsible for the construction of the footer and block piers.

I. Successful contractor(s) shall notify the District of time of arrival of modular unit(s) a minimum of 10 days prior to scheduled delivery. The District shall inspect the modular unit(s) and reserve the right to reject any modular units that do not meet specifications.

J. Locations and/or disturbance of underground utilities are the responsibility of the permit holder.

K. The contractor/contractor shall be responsible for the protection of all buildings, structures and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and or damaging to said facilities.
L. 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.

M. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

N. Contractor shall be responsible for correction/replacement, according to local and state codes and the DCSD satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as a result of the contractor’s operations.

O. 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.

P. 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.

Q. 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.

R. 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.

S. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish 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. Rubbish shall NOT be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials for the work site and shall leave project in ready use conditions.

T. 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 two weeks of notification by DCSD Project Manager to relocate or to set up new unit.

U. Vendor must provide pricing which includes all labor, equipment and services to complete the delivery and installation of classrooms as assigned by the DCSD Operations Department.

V. Participating vendors must have an office within 200 miles radius from Atlanta, GA.

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>$5,000,000</td>
</tr>
<tr>
<td>Professional Liability/Errors and Omissions (if applicable):</td>
<td>N/A</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 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)
1. **PURPOSE**

In support of the District's $500M Capital Improvement Program, DeKalb County School District (DCSD) is seeking bids from qualified vendors for the purchase and placement of modular classroom buildings. The intent of this ITB is to establish a term contract for the purchase and placement of modular classroom buildings as needed as specified herein. 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 two (2) vendors who has been determined to be the lowest, responsive, responsible bidders, for the Modular Classroom Buildings Purchase and Placement.

   B. 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.

   C. 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.

   D. The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, equipment, machinery, tools, materials, transportation, and all other services necessary to fully complete all worked specified herein. Work done shall meet all required state, local and municipal applicable codes.

   E. The modular units are for various schools and departments located throughout DeKalb County School District and **are not** for delivery to any central location. The buildings will be purchased on an as needed basis. The successful contractor(s) will provide all necessary items and equipment for modular manufacture and placement on DCSD designated sites.

   F. All modular units offered shall be new, manufacturer’s current or latest model unit, at the time the Purchase Order is issued.

   G. The contractor/building manufacturer shall provide permanent identity plates on each modular unit.

   H. The successful contractor(s) shall be responsible for manufacture, delivery, site work, off-loading, assembly, placement and complete turnkey, internal hook-up of systems. External power, water, sewer, storm sewer, fire alarm, and intercom systems shall be brought to the unit under separate contract. The separate contract will also include sidewalks, walkway covers, final site grading, installation of landscaping and irrigation. All internal systems shall be the responsibility of the successful bidder. Successful contractor(s) shall also be responsible for the construction of the footer and block piers.

   I. Successful contractor(s) shall notify the District of time of arrival of modular unit(s) a minimum of 10 days prior to scheduled delivery. The District shall inspect the modular unit(s) and reserve the right to reject any modular units that do not meet specifications.

   J. Locations and/or disturbance of underground utilities are the responsibility of the permit holder.

   K. The contractor/contractor shall be responsible for the protection of all buildings, structures and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and or damaging to said facilities.

   L. 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.
M. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

N. Contractor shall be responsible for correction/replacement, according to local and state codes and the DCSD satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as a result of the contractor’s operations.

O. 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.

P. 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.

Q. 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.

R. 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.

S. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish 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. Rubbish shall NOT be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials for the work site and shall leave project in ready use conditions.

T. 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 two weeks of notification by DCSD Project Manager to relocate or to set up new unit.

U. Vendor must provide pricing which includes all labor, equipment and services to complete the delivery and installation of classrooms as assigned by the DCSD Operations Department.

V. Participating vendors must have an office within 200 miles radius from Atlanta, GA.

3. **SPECIFICATIONS FOR INSTALLATION OF MODULAR CLASSROOMS**

Specifications for modular classrooms include the following:

A. Follow all Georgia and DeKalb County Codes.

B. Contact DeKalb County and/or the appropriate Incorporated City to request a permit for portable placement.

C. Remove wheels, lower and level portable classroom.

D. Use cap blocks and 8" cinder blocks along with pressure treated lumber and wedges, use five (5) pillars per side (five double pillars).

E. Use three (3) tie downs per side and over the frame.

F. Check both doors for proper operation.

G. Make sure when portable is set it is less than 60 inches off the ground.

H. Building landings and steps.
I. Building ramps (optional).

J. Final clean-up

K. All construction pertaining to portable classrooms must conform to the 2010 ADA Standards for Accessible Design and 2012 Life Safety Code as a minimum standard. **If any of the above authorities change their specifications each contractor must make the appropriate changes and assume all costs.**

L. Determining The New Location on Campus

The following guidelines should be followed to determine approximate location of portable classrooms:

1. Minimum of 25 feet from a permanent structure
2. Minimum of 10 feet between portable classrooms
3. At least 30 feet from street or front of property
4. At least 15 feet from property lines
5. Do not place over buried power lines
6. Do not place over fire loop water lines
7. Choose level sites – no part of portable should be more than 60 inches off the ground
8. Check for convenient student flow into main building
9. Ensure proper space is available to maneuver portable classrooms to new location

M. Building Landings and Steps

1. Construct according to the following specifications as outlined in Appendix A-1 and A-2 (Landing and Step Detail for Mobile Classrooms).
2. Use pressure treated southern yellow pine only (number 2 or better), also use ground contact pressure treated lumber.
3. Landings must consist of 2” x 6” band and joist. Two (2) support joists must be used and installed with joist hangers. Angled support bands must be installed from upright leg post to bottom of outside band of landing. Deck floor will consist of #2 – 5/4 boards. Landings are to be attached to the portable unit with a minimum of three (3) each 3/8” x 3” lag bolt.
4. Upright leg post must be a 4” x 4” ground acceptable lumber. 4” x 4” post can be notched to except 2” x 6” band and 5/4 boards on the exterior portion of landing. Concrete piers must be used with each post and each pier must be buried half the height of the pier for support.
5. Step stringer must be 2” x 12” ground acceptable pressure treated lumber. A 2” x 12” ground acceptable pressure treated lumber. A 2” x 12” ground acceptable wood plate must be installed on the ground for the step stringer last step to land on. The plate must be anchored with ground spikes to prevent steps from shifting. Rebar spike can be used. A 4” x 4” ground acceptable pressure treated lumber post must be used for the hand rail post at the end of steps and anchored to the stinger plate and steps and riser for support.
6. Contact DeKalb County Development or applicable Incorporated City and DeKalb County Fire Marshal prior to construction to confirm that specifications have not changed.
7. **DO NOT USE PLYWOOD IN THE CONSTRUCTION OF PORCHES OR STEPS.**

N. Building Ramps (Optional)

1. Build according to 2010 ADA Standards for Accessible Design and 2012 Life Safety Code. **If any of the above authorities change their specifications each contractor must make the appropriate changes and assume all costs.**

O. Keys

1. Contractor will provide two (2) sets of keys for portable classrooms
4.0 MINIMUM SPECIFICATIONS FOR SINGLE WIDE MODULAR UNITS

PART 1 SCOPE

4.1 Each part, structure, and system of the modular classroom unit shall conform to all local, state and federal requirements, codes and other standards with respect to structural design, fire safety, electrical design, and other as noted by such codes. Included with the bills of sale shall be certification that each unit conforms to those standards.

PART 2 TECHNICAL

4.2 Each unit shall be 14 feet wide by 45 feet long.

The design for specific areas shall be as follows.

A. Frame
   I-Beam 12"
   Hitch Standard
   Axle Two
   Tires 700 x 14.5, 8 ply (select)
   Cross Members 10" 4'O.C. outriggers 10' 4'O.C.

B. Floor
   Joist 2 x 6, 16" O.C.
   Decking 5/8" plywood, ext. CDX
   Floor Covering VCT, Armstrong No. 51911
   Insulation 6"
   Barrier Moisture and vermin

C. Walls
   Studs 2" x 4" x 93", 16" O.C.
   T. Plate 2" x 4"
   B. Plate 2" x 4"
   Security Strength ½ plywood between studs and exterior skin
   Exterior Finish 0.019 aluminum
   Exterior Color Polar white, smooth
   Interior Finish 5/6" fire rated gyp. board
   Interior Color Beige, Latex
   Ceiling Class A fire rate gyp; ceiling board type X

D. Roof
   Trusses Standard bow
   Sheathing 3/8" plywood
   Exterior Finish 30 gauge galvanized
   Insulation 6"
   Top Side Rail 1" x 6"

E. Electrical
   Panel 100 amp Bryant or equivalent 120/240 volt
   Phase Single Phase
   Wiring Copper
   Heat 10 KW
   A/C 3-ton heat pump
   Disconnect One
Lights 12, two bulb strip w/energy saver and tube guards. Service entrance.

Entrance Over-head mast shall be 2” rigid conduit. Service wire should be copper, #3 THHN, from panel box to masthead.

Lights Emergency – Dualite, Catalogue No. EZ-2, one over each door.

Switches 3-way specification grade with stainless steel covers

Timer One Paragon, Md1 EC71/18S/120 seven day

Smoke Detector Shall be 120 volt, wired directly

Thermostat One mounted on heat pump unit wall side

Grounding Grounding wire shall be #4 solid copper; should be continuous from panel box through frame clamp w/5 ft. min. tail out. Unit will be rejected if this item is not met.

F. HVAC 3 Ton

Bard exterior wall mounted heat pump unit. Voltage 208/230 single phased, W36H2A (Bard Unit) with emergency strip heat.

G. Insulation

<table>
<thead>
<tr>
<th>Floor</th>
<th>R-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Walls</td>
<td>R-11</td>
</tr>
<tr>
<td>Roof</td>
<td>R-19</td>
</tr>
</tbody>
</table>

H. Doors

On same side of the classroom 2 each; the doors shall be 16 gauge, hollow metal, hung by three hinges on a metal frame of sufficient gauge to serve a door of the specified gauge. The doors shall contain Yale LF5307-380 N brass finish, 2 ¾” back set.

Deadbolt Corbin Mdl 622-26D finish with Yale cylinders, 2 ¾ back set, w/thumbturn, key RN8. Each door shall contain one window, 10” x 10” in size, located 18” from the top and centered.

I. Trim

| Interior | 4” rubber base, black cover |
| Exterior | Polar white |

J. Seals

| Third Party | Pitt. Or HWC |

K. Tie Downs

Six per unit, furnished and installed by vendor

L. Miscellaneous

| Markerboard | Generic 4’ x 16’ |
| Tackboard | Generic 4” x 16’ |
| Coat Rack | Shelves with 30 coat hooks |
| Teacher’s Closet | 7” high x 3’ wide x 24” deep w/solid core door w/closet locks |

PART 3 GENERAL

4.3 Codes and Regulations

The installation of the doors shall conform to the State of Georgia Standards, Codes and Regulations as to locations within the building for educational structures.
Entry for Intercom Line
At the end where the air conditioning unit is located, one each quarter inch tube shall be installed one foot from the roof, approximately six inches from one of the corners, to permit the passage of a wire for the intercom system.

5.0 MINIMUM SPECIFICATIONS FOR DOUBLE WIDE MODULAR UNITS

PART 1 SCOPE

5.1 Each part, structure, and system of the modular classroom unit shall conform to all local, state and federal requirements, codes and other standards with respect to structural design, fire safety, electrical design, and other as noted by such codes. Included with the bills of sale shall be certification that each unit conforms to those standards.

PART 2 TECHNICAL

5.2 Each unit shall be 28 feet wide by 32 feet long.

The design for specific areas shall be as follows.

A. Frame
   I-Beam 10"
   Hitch Removable (2 each)
   Axle 6000#  
   Tires 4 each 10 ply
   Outrigger Frame

B. Floor
   Perm & Joist 2 x 6
   Decking 3/4" T & G plywood
   Floor Covering VCT, Armstrong No. 51911
   Insulation R-11 Kraft
   Standard Bottom Board

C. Walls
   Walls 2 x 4 x 8' 6"
   Wall Covering .060 F.R.P. over 5/8 gyp
   Closet Size-30" deep x 72" long
   Exterior Walls Insulation R-11 Kraft
   Molding Standard F.R.P. Package
   Insulation plenum R 11 un-faced

D. Roof
   Trusses Transverse Span 32 engineered truss
   Decking 7/16 OSB
   Roof covering 45 mil black EPDM rubber roof
   Tie downs Standard
   Ceiling 2 x 2 suspended grid and tile

E. Electrical
   Load Center 150 AMP Single Phase-Stubbed through wall 2-inch conduit
   Wiring Copper
   Lights Fluorescent T-Grid GP recessed
Exit Signs 2 each - Lighted w/battery back-up 2 each 110 volt hard wired
Emergency Lights 2 each – Battery pack light/ std hard wired/battery back-up.
Switches 4 each
Timer One Paragon, Md1 EC71/18S/120 seven day
Smoke Detector 2 each hard wired
Thermostat One mounted on heat pump unit wall side
Grounding Grounding wire shall be #3 solid copper; should be continuous from panel box through frame clamp w/5 ft. min. tail out. **Unit will be rejected if this item is not met.**
Receptacles 110 Volt-15 AMP (as required by Code)
Intercom Install ¾ inch weather head and mast, not within 5 (five) feet of electrical weather head, above ceiling through exterior wall.
J Box for callback Install J Box 4 (four) feet off floor with ¾ inch conduit stubbed above ceiling next to exterior door.

F. HVAC
4 Ton Heat pump model WH482 (Bard Unit) with 10KW strip heat.
Ceiling Duct-Board 1” duct board
Supply
Return Air Filter Grid @ Plenum
Plenum Wall 6”
Energy management Bard C S 2000
controller
Standard Heat Pump T-Stat-Non programmable

G. HARDWARE
Exterior Doors Steel on steel hollow metal/with 6” x 30” lite/with wire glass.
Teachers Closet Doors 36” x 80” per hung, paint grade solid door with steel frame
Closet Lock Schlage AL 70 P.D-Key Way c
Exterior Door Hardware Panic Von Duprin #22 with Schlage rim cylinder-key Way C

H. Miscellaneous
Markerboard Generic 4’ x 16’
Tackboard Generic 4” x 16’
Coat Rack Shelves with 30 coat hooks
Teacher’s Closet 7’ high x 3’ wide x 24” deep w/solid core door w/closet locks.

I. EXTERIOR
Sheathing 1/8 inch Thermoply
Siding Hadipanel 8 inch o.c. groves
Trim Stay straight
Mansard 30” H Style
Windows 2 each-36” x 58” insulated 3/8 inch bronze on bronze

J. TIE DOWNS
Minimum of four (4) tie downs per side, furnished and installed by successful vendor.
PART 3 GENERAL

5.3 Codes and Regulations

The installation of the doors shall conform to the State of Georgia Standards, Codes and Regulations as to locations within the building for educational structures.

Entry for Intercom Line

At the end where the air conditioning unit is located, one each quarter inch tube shall be installed one foot from the roof, approximately six inches from one of the corners, to permit the passage of a wire for the intercom system.

6.0 MINIMUM SPECIFICATIONS FOR QUAD MODULAR UNITS

PART 1 SCOPE

6.1 Each part, structure, and system of the modular classroom unit shall conform to all local, state and federal requirements, codes and other standards with respect to structural design, fire safety, electrical design, and other as noted by such codes. Included with the bills of sale shall be certification that each unit conforms to those standards.

PART 2 TECHNICAL

6.2 Each unit shall be 66 feet wide by 60 feet long.

The design for specific areas shall be as follows.

A. Frame

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outrigger</td>
<td></td>
</tr>
<tr>
<td>I-Beam</td>
<td>12”</td>
</tr>
<tr>
<td>Hitch</td>
<td>Removable</td>
</tr>
<tr>
<td>Axle</td>
<td>As required to safely transport modular units</td>
</tr>
<tr>
<td>Tires</td>
<td>New-as required to safely transport modular units</td>
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</tbody>
</table>

B. Floor

<table>
<thead>
<tr>
<th>Material</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>BTM Board</td>
<td>.040 Simplex Paper</td>
</tr>
<tr>
<td>Joist</td>
<td>2 x 6, @ 16&quot; O.C. Transverse</td>
</tr>
<tr>
<td>Decking</td>
<td>5/8” plywood, ext. CDX</td>
</tr>
<tr>
<td>Floor Covering</td>
<td>VCT, Armstrong No. 51911</td>
</tr>
<tr>
<td>Insulation</td>
<td>R-11 Kraft Faced</td>
</tr>
<tr>
<td>Decking</td>
<td>¾” T &amp; G, U.L. plywood-single layer or 5/8” plywood ext.</td>
</tr>
<tr>
<td></td>
<td>C.D.X.</td>
</tr>
<tr>
<td>Molding</td>
<td>Black cove base</td>
</tr>
</tbody>
</table>

C. Exterior Walls

<table>
<thead>
<tr>
<th>Material</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studs</td>
<td>2” x 4” x 93”, Stud Grade @16” O.C.</td>
</tr>
<tr>
<td>Sheathing</td>
<td>1/8” Thermoply (where required)</td>
</tr>
<tr>
<td>Insulation</td>
<td>R-11 Krft Faced</td>
</tr>
<tr>
<td>Siding</td>
<td>.019 Aluminum, Deluxe Mesa.</td>
</tr>
<tr>
<td>Trim</td>
<td>.019 Aluminum, Deluxe Mesa.</td>
</tr>
<tr>
<td>Skirting</td>
<td>.019 Aluminum, Deluxe Mesa.</td>
</tr>
</tbody>
</table>
D. Interior Walls
   Covering: Sheetrock, Type X-Fire Rated, trimmed with 2” trim, painted off-white (semi-gloss)
   Corridor Walls: Must be one hour fire rated

E. Roof
   Rafters: Transverse Ridge
   Ceiling: 2’x2’ Suspended Ceiling and Grid in all rooms, corridor and restrooms. (Armstrong 756A)
   Ceiling Height: 8’-0” A.F.F.
   Sheathing: 7/16” OSB
   Roofing: 45 Mil EPDM (Black)
   Mansard: .019 Aluminum, Deluxe Mesa. (False Type)

F. Exterior Doors
   Exterior: 4 - 36 x 80 Steel Door with Steel Jamb-Vision Panel (10” x 10”) with recoverable mullions
   Hardware: 4 - Panic Hardware – Von Duprin #22 with Schlage Rim Cylinder – Key Way C
   Hardware: 4 - Closer Hardware – Yale #51 BF

G. Interior Doors
   Corridor: 6 – 36 x 80 Solid Core Wood w/steel frame (20-min. rated)
   Closet: 4 – 36 x 80 Solid Core Door w/metal frame w/lockset – Schlage AL70 P.D. closet doors – Keyway C
   Hardware: 2 – Push/pull plates on bathroom w/Corbin dead bolt-Keyway C – cylinder DL 3000
   Hardware: 4 – Locksets-Schlage-D70 P.D. Classroom-Keyway C (Classroom only) Lever w/Rhodes trim

H. Windows
   Size: 4 – 36 x 36 vertical slider-rescue ventilation windows – 1ea. per classroom.
   Frame Finish: Bronze Finish
   Glazing: Single Strength
   Tinting: Bronze
   Blinds: Mini-Blinds – 1” Slats

I. Electrical
   Loadcenter: 5 – 120/240 V. 1-phase 60 HZ, 3-wire (100 amp)
   Wiring: Copper
   Service Entrance: Over-head mast shall be 2” rigid conduit. Service wire should be, #3 THHN, from panel box to masthead.
   Int. Lights: As required, 2’ x 4’ layin (4 bulbs per fixture)
   Egress Lights: Exit and emergency lights (battery back-up) as required. Emergency lights in corridor and restrooms.
   Receptacles: 110 Volt 15 AMP (as required by code)
   Switches: 110 Volt 15 AMP (as required by code)-Corridor – 3 way switches
   Fire Alarms: Provide 120V power supply to storage closet location in restroom. 1” conduit stub out from J box in closet to location above. Install fire panel and initiating devices.
Pull stations  4 – Provide J boxes and ½” conduit stub out at each end of hall at exit for fire horns and pull stations.
Intercom  Install one-half inch tube through wall approximately 1 foot from roof, approximately 6 inches from corner of each classroom, with J Box, with conduit stubbed at attic.
Grounding  Grounding wire shall be #4 solid copper; should be continuous from panel box through frame clamp w/5 ft. min. tail out. Unit will be rejected if this item is not met.

I. HVAC
Type  5 – Wall Hung
Cool  3.5 Ton
Heat  10 KW Heat Strips
Supply Duct  Flex Duct only w/metal truck
Return Duct  W/charcoal filter in bathroom
R/A Diff  Standard wall grill
Plenum Walls  2 x 4 Framing full width of module
Exhaust Fans  As required per code
Controls  Provide ½” conduit stub out from each HVAC control low voltage terminal to a location above ceiling. Provide 1” conduit from J Box in restroom closet to location above ceiling

J. Plumbing
Water Closet  (4) Standard, (2) Handicap Accessible
Urinal  (1) Handicap, (1) Standard
Lavatory  (4) Standard Wall Hung
Partition  (6) Steel Modesty partition (2) Urinal Screens
Water Heater  (1) 10-gallon electric in custodial closes wall hung above sink
Supply  CPVC
DWV  SCH 40 PVC
R.R. Accessories  (6) Toilet paper holders
R.R. Accessories  (2) Grab bars
R.R. Accessories  (4) 18” W x 24” H Mirror
R.R. Accessories  (4) Generic Liquid Soap Dispensers
Water Cooler  (1) High/Low Wall Hung Electric – Handicap Accessible
Service Sink  (1) In Custodial Closet
Gate Valves  (1) Each pod on cold water supply in cast iron valve box

K. Miscellaneous
Markerboard  Generic 4’ x 16’
Tackboard  Generic 4’ x 16’
Coat Rack  Shelves with 30 coat hooks
Teacher’s Closet  7’ high x 3’ wide x 24” deep w/solid core door w/closet locks.
Custodial Closet  4’ x 4’ in girl’s restroom

PART 3 GENERAL
6.3 Codes and Regulations
The installation of the doors shall conform to the State of Georgia Standards, Codes and Regulations as to locations within the building for educational structures.
Entry for Intercom Line
At the end where the air conditioning unit is located, one each quarter inch tube shall be installed one foot from the roof, approximately six inches from one of the corners, to permit the passage of a wire for the intercom system.

7.0 MINIMUM SPECIFICATIONS FOR MODULAR RESTROOM UNITS

PART 1 SCOPE

7.1 Each part, structure, and system of the modular classroom unit shall conform to all local, state and federal requirements, codes and other standards with respect to structural design, fire safety, electrical design, and other as noted by such codes. Included with the bills of sale shall be certification that each unit conforms to those standards.

PART 2 TECHNICAL

7.2 Each unit shall be 14 feet wide by 65 feet long.

The design for specific areas shall be as follows.

A. Frame & Floor
   I-Beam 12"
   Hitch Removable
   Axle (6) recycled 95 ½” brake axles
   Frame Premieter frame w/8” crossmembers @48” O.C.
   Joist 2” x 8” x161” SYP#2 @ 16” O.C.
   Insulation R-30UF
   Covering 1/8” (Color) block tile throughout

B. Walls – Windows - Doors
   Height 8’ – 0”
   Plates Double Top – 2” x 4”, Bottom – 2” x 4”
   Studs 2” x 4” x 91 5/6” SYP#2 @ 16” O.C.
   Floor Covering 5/8” Type-X Vinyl Cover Gyp (Color)
   Insulation Exterior: 13K, Interior: 11UF
   6” (Color) vinyl base molding throughout prefinished VCG molding package

C. Exterior
   Cement vertical panel 8” O.C. groves, over house wrap over 7/16” OSB
   Siding Color
   Bottom Trim Color ¾” x 12’ cement trim
   Top Trim Color 24” false type cement vertical panel mansard
   Exterior Walls Insulation R-11 Kraft

D. Roof
   Style Box / 24” O.C., Rafter 35513 – 14@24” O.C.
   Decking 7/16 Class C FR Deck
   Roof covering 45 mil black EPDM rubber roof
   Tie downs Standard
   Ceiling ½” H.S. Seaspray
E. Electrical

Load Center Single Phase
Entrance Panel (1) 150 (120/208 Volt) AMP
Lights (12) 4Ft 2 Bulb Surface Mounted Diffused
Power Vents (4) Broan L-225 Low Sone (225 CFM)
Entrance Conduit 1 ½” PVC
Exit Signs (2) W/Battery Back-up
Emergency Lights (2) XR-5 W/Dual remote head each, (2) Std emergency battery pack light
Receptacles (5) GFI, (1) 120V Exterior Weatherproof , 3-Way switches

F. HVAC & Heat

3 ½ Ton Wall mounted (Bard Unit) wire to 208 Volt, (1) programmable thermostat.
Type Heat 15KW
Supply Air System 1” Fiberglass
Return Air System 1” Fiberglass
(1) V-2246 Attic Ventilator, (1) V-2247 Passive Vent

G. RESTROOMS - (2) Handicap

Commode (3) H/C Tank Type (1) Right Hand (6) Standard Elongated Tank Type
W.H. LAV (8) w/Chrome Wrist Blade Faucet
Mirror (8) 18” W x 24” H
Grab Bar Must meet 2010 ADA Standards
Urinal (1) Handicap Height W/Flush Valve, (2) Standard Height W/Flush Valve
Water Heater 40 Gallon
Supply PEX with cut offs
Waste PVC Stub through floor
Accessories 24 x 24 ABS mop skin w/legs
(2) 4” floor drain w/trap primer
(2) (Color) handicap metal modesty partition
(1) (Color) ambulatory metal modesty partition
(6) (Color) metal modesty partition
(2) (Color) metal urinal screens

PART 3 GENERAL

7.3 Codes and Regulations

The installation of the doors shall conform to the State of Georgia Standards, Codes and Regulations as to locations within the building for educational structures.
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: Modular Classroom Buildings Purchase and Placement 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 for the purchase of a single wide modular building that measures 14' x 45'. Price should include cost of labor and materials for delivery and set up per DeKalb County School District specifications.

____________________________________________ dollars ($____________)/ per building

[written in words]

(2) **Unit Price No. 2**: Provide a unit price for the purchase of a double wide modular building that measures 28' x 32'. Price should include cost of labor and materials for delivery and set up per DeKalb County School District specifications.

____________________________________________ dollars ($____________)/ per building

[written in words]
(3) **Unit Price No. 3:** Provide a unit price for the purchase of a quad modular building that measures 66’ x 60’. Price should include cost of labor and materials for delivery and set up per DeKalb County School District specifications.

__________________________ dollars ($___________)/ per building

(4) **Unit Price No. 4:** Provide a unit price for the purchase of a quad modular building with restroom that measures 66’ x 60’. Price should include cost of labor and materials for delivery and set up per DeKalb County School District specifications.

__________________________ dollars ($___________)/ per building

(5) **Unit Price No. 5:** Provide a unit price for the purchase of a modular restroom building that measures 14’ x 65’. Price should include cost of labor and materials for delivery and set up per DeKalb County School District specifications.

__________________________ 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) 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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</table>

Respectfully submitted,

[typed name of Bidder]

By: [signature] [seal]

[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

_____________________________ and that all of the foregoing is true and correct to the

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:
___/___/_____
STATE OF __________________________
COUNTY OF _______________________

I, ________________________________, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that ______________________________________ who signed said proposal on behalf of the offeror was then _______________________ of said corporation; that said proposal 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 proposal, 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 proposal 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

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 proposal; that ____________________________________ who signed said proposal in behalf of the offeror was then ______________________ of said entity; that said proposal 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:

____/____/____
IMMIGRATION & SECURITY CERTIFICATION

Part I - To be completed by all Offerors desiring to conduct business with the DeKalb County School District

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et. seq., Offeror must initial one of the sections below:

______ Offeror has 500 or more employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees (eVerify).

______ Offeror has 100 or more employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees (eVerify).

______ Offeror has 99 or fewer employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub. L. 99-603 by registering at https://vis-dhs.com/EmployerRegistration and verifying information of all new employees (eVerify).

Part II - Only to be completed by all DeKalb County School District Contractor and Subcontractor Offerors in connection with the physical performance of services within the State of Georgia, pursuant to O.C.G.A. § 13-10-90 et. seq. Please initial where appropriate.

A. Contractor acknowledges and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Solicitation. ______

B. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et. seq., Contractor must initial one of the sections below:

______ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

______ Contractor has 100 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

______ Contractor has 99 or fewer employees and Contractor warrants that Contractor has complied
with the Immigration Reform and Control Act of 1986 (IRCA) Pub. L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at https://vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-l-.01 et. seq.

C. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractors in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor will secure from the subcontractor(s) such subcontractor’s indication of the employee-number category applicable to the subcontractor. ______

D. Contractor acknowledges and agrees that Contractor’s compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 shall be attested by the execution of the Contractor Affidavit (attached hereto), or a substantially similar affidavit, which shall be provided to the DeKalb County School System. ______

E. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor will secure from such subcontractor(s) attestation of the subcontractor(s) compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by execution of the Subcontractor Affidavit (attached hereto), or a substantially similar affidavit, and maintain records of such attestation for inspection by the DeKalb County School District at any time. ______

______________________________________  /  
Signature                               Printed Name               Title

By signing above you are certifying that the representations made herein are true and correct.

Firm Name: # ______________________________________________________________________

Street/Mailing Address: ______________________________________________________________

City, State, Zip Code: # ______________________________________________________________________

Telephone Number: ___________________ / email: ________________________________

Sworn to and subscribed before me this ________ day of __________________

______________________________________  
Notary Public

My Commission Expires: __________________
By executing this affidavit, the undersigned Offeror verifies its compliance with *Immigration Reform and Control Act of 1986 (IRCA),* Pub.L. 99-603, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: ______________________________________________________

Date of Authorization: ______________________________________________________

Name of Project: ______________________________________________________

Solicitation Number (if applicable): ______________________________________________________

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____ in ________________________________ ________________________________, ________________________________

Signature of Authorized Officer or Agent: ______________________________________________________

Printed Name and Title of Authorized Agent: ______________________________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ________ DAY OF ________, 20__.

Notary Public: ______________________________________________________

My Commission Expires: ______________________________________________________
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of services on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 

Date of Authorization: 

Name of Subcontractor: 

Name of Project: 

Solicitation Number (if applicable): 

Name of Public Employer: 

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____________________________, __________________.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 201__.

Notary Public

My Commission Expires:
DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ________________________________ on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: ________________________________

Date of Authorization: ________________________________

Name of Subcontractor: ________________________________

Name of Project: ________________________________

Solicitation Number (if applicable): ________________________________

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ______, ________, 20____ in ___________________________, ____________________________, ____________________________, 20____

Signature of Authorized Officer or Agent: ________________________________

Printed Name and Title of Authorized Agent: ________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 20____.

Notary Public: ________________________________

My Commission Expires: ________________________________
DEKALB COUNTY SCHOOL DISTRICT
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A.§ 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for ______________________________ and ______________________________ on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to ___________________________________________________. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____________________________________________

Date of Authorization: _____________________________________________

Name of Sub-subcontractor: ______________________________________________________________

Name of Project: _________________________________________________________________

Solicitation Number (if applicable): _______________________________________________________

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __________, 201___ in ______________________________, ______________________________, (city) (state)

Signature of Authorized Officer or Agent ____________________________________________________

Printed Name and Title of Authorized Agent: ________________________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 201__.

Notary Public ________________________________________________________________

My Commission Expires: ________________________________________________________________
ATTACHMENT G

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 [title]
authority to bind Offeror]

(averring both individually and in his or her representative capacity on behalf of Offeror) (the “Individual And
Representative Affiant”), and _____________________________________________________________
[in these blanks insert the 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 Master Planning 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________________________________________________________________|
|Name:|
|x________________________________________________________________|
|Name:|
|x________________________________________________________________|
|Name:|
|x________________________________________________________________|
|Name:|
|x________________________________________________________________|
|Name:|
|x________________________________________________________________|
|Name:|
|x________________________________________________________________|
|Name:|
|x________________________________________________________________|
|Name:|

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

Notary Public: ____________________________ My commission expires: __/__/__.

(SEAL)

12.2008
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) _______________________________ (the “Firm”) 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>
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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:

04.2009
Pursuant to bidding requirements for the Project known as Modular Classroom Buildings Purchase and Placement 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>
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*Use Additional Sheets If Necessary*

*Provide Signature Identical To That Shown On The Bid Form*

BIDDER: __________________________________________

[typed proper name of Bidder]

By: __________________________________________

[signature]

[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: ______________________________________
ITB No.: ______________________________________
Description ____________________________________
Cost Code: ____________________________________
CONTRACT FOR SERVICES

The contract for services, which includes this agreement and the below referenced documents attached as Exhibits (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 ___________, 2015 and ends on ______________, 20___; provided, however, the Owner has the option of extending the term of the Contract for three (3) one-year terms.

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

The Contract Documents consist of:

a. This agreement (Contract for Services);
b. Request for Proposals (ITB) No. 15-752-047 (Exhibit A);
c. The Service Contractor’s Proposal to the above-numbered ITB, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this agreement shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration; (Exhibit B);
d. Board Directive No._______, dated _________ (Exhibit C); and
e. Notice of Award dated _________ (Exhibit D).

This agreement together with the aforementioned documents collectively forms the Contract. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. DeKalb County School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Contract.

Any inconsistency or conflict among the specific provisions of this agreement and the other Contract Documents shall be resolved as follows:

a. First, by giving preference to the specific provisions of this agreement;
b. Second, by giving preference to the specific provisions of the ITB attached hereto as Exhibit A;
c. Third, by giving preference to the specific provisions of Service Contractor’s Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as Exhibit B, except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration.
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, Chief Operations Officer

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: 

____________________________________________________________________________

____________________________________________________________________________

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>
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<tr>
<th>Type of Insurance</th>
<th>Coverage Limits</th>
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<tbody>
<tr>
<td>Workers Compensation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 annual aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$2,000,000 annual aggregate</td>
</tr>
<tr>
<td>Including Contractual Liability, Bodily Injury and Property Damage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Comprehensive Auto Liability</td>
<td>$2,000,000 annual aggregate</td>
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<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td>Covering Owned, Hired and Non-Owned Autos</td>
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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]
    [Printed Name, Title]

    ________________________________
    Chair

SERVICE CONTRACTOR:

[Typed Name]

By: ________________________________
    [Signature] [SEAL]

[Printed Name]

By: ________________________________
    [Signature]
    [Printed Title]

Mr. Michael Thurmond
    [Printed Name]

Superintendent
    [Printed Title]

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

______________________________
[Date of Execution]

Joshua L. Williams, Chief Operations Officer
EXHIBIT “C”
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 [title]

authority to bind Offeror]

(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 Modular Classroom Buildings Purchase and Placement (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:

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)
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
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 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</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 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>
</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.

Name of Vendor: __________________________________________________________

Signature: ___________________________ Printed Name: ___________________________

Title: _______________________________ Date: _________________________________

ITB No. 15-752-047 – Modular Classroom Buildings Purchase and Placement
ATTACHMENT P: CHECKLIST AND CERTIFICATION
March 5, 2015
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: 15-752-047 Title: Modular Classroom Buildings Purchase and Placement
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.