



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

INVITATION TO BID (ITB)
FOR
RESIDENTIAL AND COMMERCIAL SINGLE-STREAM RECYCLING MATERIALS
(THREE-YEAR CONTRACT W/ 2 OPTIONS TO RENEW)

Solicitation No.: 2026-094-ITB
Procurement Agent: Le'Shan Jones
Phone: (404) 371-2760
Email: lljones@dekalbcountyga.gov

Advertisement Date	August 17, 2026
Mandatory DeKalb LSBE Meeting (Bidders must attend 1 meeting on either of the dates listed in person or via video conference.): (Mandatory)	August 19, 2026, August 26, 2026, September 02, 2026, and September 09, 2026 For attendance instructions utilize the following link: www.dekalbcountyga.gov/purchasing- contracting/general-information (Meetings are held at 10:00 a.m. and 2:00 p.m.)
Pre-Bid Meeting (Mandatory)	August 25, 2026, 10:00am Join from PC, Mac, iPad, or Android: https://dekalbcountyga.zoom.us/j/81534489714 Passcode:666831
Pre-Bid Meeting (Non-Mandatory)	September 3, 2026, 10:00am Join from PC, Mac, iPad, or Android: https://dekalbcountyga.zoom.us/j/88923411185 Passcode:662195
Question & Revision Submission Deadline	September 10, 2026, 5:00pm

Response Submission Deadline	October 9, 2026, 3:00pm
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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

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INVITATION TO BID NO. 2026-094-ITB

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INVITATION TO BID OVERVIEW

A. PURPOSE

The County of DeKalb, GA (the "County"), is soliciting sealed Bids for Residential and Commercial Single-Stream Recycling Materials (Three-Year Contract w/ 2 Options To Renew). Bids are to be submitted via the County's eProcurement Portal via <https://procurement.opengov.com/portal/dekalbcountyga> **PRIOR TO 3:00 pm on Friday, October 9, 2026.** **Late Bids will not be accepted.**

Project work includes residential and commercial single-stream recycling materials collected within the County.

The DeKalb County Sanitation Division requests bids from qualified firms to process residential and commercial single-stream recycling materials collected within the County. Recyclable materials are stored at the Central Transfer Station (CTS), located at 3720 Leroy Scott Drive, Decatur, GA 30032, and/or at the North Transfer Station, 4600 Buford Hwy., Chamblee, GA 30341.

The Sanitation Division currently serves more than 170,000 households and 7,000 commercial accounts through its program. Committed to environmental sustainability, the division continues to prioritize its single-stream recycling program as a key component of its environmental stewardship and resource recovery efforts. On average, approximately 1,200 tons of single-stream recyclables are collected and processed each month.

B. GENERAL INFORMATION

Sealed bids are to be submitted via the County's eProcurement Portal at <https://procurement.opengov.com/portal/dekalbcountyga> not later than 3:00 pm on Friday, October 9, 2026.

*****PRICE SCHEDULE MUST NOT BE SUBMITTED ANYWHERE ELSE OTHER THAN DESIGNATED SECTION, OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

Any pricing included in any other area outside of the price schedule section will cause the bidder to be deemed non-responsive.

QUESTIONS/EXCEPTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, bidder instructions, general terms and conditions, insurance requirements, drawings, scope/specifications, etc., must be requested in writing via OpenGov and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder or if the Bidder would like to submit exceptions to general terms and conditions or insurance requirements for consideration, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined in the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions and exceptions must be submitted no later than 5:00 pm on Thursday, September 10, 2026.**

TERM

Multi Year with Options to Renew. See [GENERAL TERMS AND CONDITIONS](#) section for details.

ADDITIONAL INFORMATION/ ADDENDA:

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

REFERENCES:

Bidder shall provide three (3) references for projects similar in size and scope within the last four (4) years, to the project specified herein using the Reference and Release Form in the [VENDOR QUESTIONNAIRE](#). Each reference must include project name and location, project description, and the reference contact person who has direct knowledge of the services, a current telephone number and email address. The ineffectiveness of contact information and/or the reference's lack of responsiveness may result in being deemed non-responsible.

C. TIMELINE

Advertisement Date:	August 17, 2026
Mandatory DeKalb LSBE Meeting (Bidders must attend 1 meeting on either of the dates listed in person or via video conference.): (Mandatory):	August 19, 2026, August 26, 2026, September 02, 2026, and September 09, 2026 For attendance instructions utilize the following link: www.dekalbcountyga.gov/purchasing-contracting/general-information (Meetings are held at 10:00 a.m. and 2:00 p.m.)
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D. SUPPORT RESOURCES

Please find vendor guides from OpenGov to support vendor registration and submittal efforts at the following link: <https://opengov.my.site.com/support/s/article/ca6d1285-1e48-4a21-bb0d-715edb7794ed>

If you are still having issues, please reach out to the OpenGov Support Team at support@opengov.com or (650) 336-7167 from 7 AM to 10 PM Eastern.

PROJECT CONTACT

Project Contact

Le'Shan Jones

Procurement Agent

1300 Commerce Drive 2nd Floor

Decatur, GA 30030

Email: lljones@dekalbcountyga.gov

Phone: (404) 371-2760

INVITATION TO BID PROCEDURES

BIDDER INFORMATION:

- I. **FAILURE TO SUBMIT THE PRICE SCHEDULE VIA OPENGOV SHALL DEEM THE BID NON-RESPONSIVE, INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS DESIGNATED SECTION WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.**
- II. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
- III. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- IV. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
- V. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
- VI. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
- VII. Bid Withdrawal
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.
- VIII. Expenses of Preparing Responses to this ITB
The County accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

- IX. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the County eProcurement Portal Clock shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their submittals accordingly. **Telephone, fax and paper bids will not be accepted.**
- X. Price Schedule openings shall be conducted at a time and date after the initial bid opening to be publicized by the Procurement Agent at the conclusion of the responsiveness evaluation. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.
- XI. Federal Work Authorization
Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.
- XII. LSBE Information
- A. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.
- B. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Zoom. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
- C. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact a LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

D. DeKalb County Government is committed to ensuring that small businesses are provided adequate opportunities to succeed. Please see [The DeKalb First – LSBE Ordinance](#) for details.

XIII. First Source Jobs Information

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at <https://www.dekalbcountyga.gov/workforce-center/welcome-workforce-development> or 404-687-3400.

A. Please see [The First Source Initiative](#) for details.

XIV. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing by the Question Submission Deadline ONLY, revisions submitted with the bid will not be accepted if not specified during the questions and answers period. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

XV. Required Signatures

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

XVI. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules. To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure,

quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract. For additional information, please visit <https://dekalbcountyethics.org/contracter-vendor-filings/>.

XVII. Business and Professional Licenses

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

XVIII. Acknowledgement of Addenda

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged via via the County eProcurement Portal. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. Bidder may contact Le'Shan Jones at (404) 371-2760 or send an email to lljones@dekalbcountyga.gov to verify the number of addenda prior to submission. All addenda issued for this Project may be found on DeKalb County's website, www.dekalbcountyga.gov/formalbids.

XIX. Supplier Registration

Supplier registration through the electronic platform, CV360, is **required** to transact business with DeKalb County. Visit [CV360 - Supplier System | DeKalb County GA](#) for more information on how to register.

BID SUBMITTAL:

- I. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
- II. Bidders shall complete the [VENDOR QUESTIONNAIRE](#).
- III. If applicable, provide evidence that the Bidder is a DeKalb County Firm.

Bids may be received up to but no later than 3:00 pm on Friday, October 9, 2026 via the County eProcurement Portal located at <https://procurement.opengov.com/portal/dekalbcountyga>. The County eProcurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. DeKalb County strongly recommends completing your response well ahead of the deadline.

CONTRACT AWARD:

- I. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
- II. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item, option, group or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County. The County is under no obligation to exclusively award this work to a single bidder nor is the County bound to a minimum contract amount.
- III. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
- IV. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

GENERAL TERMS AND CONDITIONS

Please click each below item to review all information and make your edits accordingly.

A. CONFLICT

In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted Response; and the County's ITB.

B. SCOPE OF WORK AND RESPONSIBILITIES

The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.

C. COUNTY REQUIREMENT:

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

D. GUARANTY

The bidder will state in the VENDOR QUESTIONNAIRE or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

E. SAMPLES & TESTING:

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

F. LITERATURE:

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

G. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are

to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

H. MULTI-YEAR WITH OPTIONS TO RENEW

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for three (3) years, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

I. PRICING:

Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.

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

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

- II. Price Escalation Clause: With the exception of price reductions, prices shall remain firm for the first full twelve (12) months of the awarded contract. During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.

III. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:

The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

J. PAYMENT:

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

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

2. Original invoice(s) must be submitted and uploaded in CV360-iSupplier: [Vendor- CV360 Login](#).

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

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

K. ACCURACY OF WORK:

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

L. ADDITIONAL WORK:

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

subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

M. OWNERSHIP OF DOCUMENTS:

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

N. RIGHT TO AUDIT:

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

O. SUCCESSORS AND ASSIGNS:

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

P. REVIEWS AND ACCEPTANCE:

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

Q. TERMINATION OF AGREEMENT:

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this

Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

R. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

S. INSURANCE:

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

I. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:

- A. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - 1. Employer's liability insurance by accident, each accident \$1,000,000
 - 2. Employer's liability insurance by disease, policy limit \$1,000,000
 - 3. Employer's liability insurance by disease, each employee \$1,000,000
- B. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
- C. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- D. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- E. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate

II. Additional Insured Requirement:

- A. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- B. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.

- C. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

III. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

IV. Certificates of Insurance must be executed in accordance with the following provisions:

- A. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- B. Certificates to contain the location and operations to which the insurance applies;
- C. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- D. Certificates to contain Contractor's contractual liability insurance coverage;

- E. Certificates are to be **issued** to:

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

V. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

VI. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

VII. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

VIII. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

IX. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

X. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the

insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

T. GEORGIA LAWS GOVERN:

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

U. VENUE:

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

V. COUNTY REPRESENTATIVE:

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

W. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

X. SOLE AGREEMENT:

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of

the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

Y. SEVERABILITY:

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

Z. NOTICES:

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

If to the County:

Chief Procurement Officer
Department of Purchasing and Contracting
Maloof Administration Building

1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

If to the Contractor:

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

AA. Georgia Open Records Act:

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

BB. Cooperative Procurement

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

CC. General Requirements

Please reference the [ATTACHMENTS](#) for the General Requirements.

MINIMUM SPECIFICATIONS

A. PURPOSE:

The DeKalb County Sanitation Division is seeking one qualified firm to process and recover residential and commercial single-stream recyclable materials that may include plastics (#1, #2-Neutral, #2-Color, #3-#7), mixed paper, card boards, aluminum, steel, and other metals. Recovered material is to be managed by the Bidder. These services should be provided at no cost to, or with rebate to the County.

B. CAPACITY REQUIREMENTS:

The Bidder must either own or have access to a state permitted materials recovery facility (MRF) capable of accepting, processing, and recovering single-stream recyclables collected by Sanitation Division.

OR

Be able to prove that they can accept the single-stream recyclable materials collected by Sanitation Division and transport them to a state permitted MRF to recover recyclables.

C. PROCESSING FACILITY REQUIREMENTS

- The County may transport recyclables from its transfer station to the facilities located within 20 miles radius for CTS.
- The facility must have scales that can weigh different vehicle types, including tractor trailers, commercial front-end loader trucks, and residential collection trucks.
- The scales must be properly calibrated, licensed by the state, and inspected annually by a certified provider.
- The Bidder may accept scale tickets from the DeKalb County Sanitation Facility instead of weighing loads at their facility.
- The Bidder must give priority to DeKalb County vehicles at their facility for unloading.
- The Bidder shall grant the County access six (6) days (Monday thru Saturday) a week to unload trucks from 7:00 a.m. to 5:30 p.m. each operating day. In case of emergency conditions, the facility shall be able to extend access hours to 24 hours per day upon the County's request.

If Bidder cannot grant access 24 hours per day, please indicate below:

D. OPTIONAL APPROACH

- If the Bidder does not own or operate a local MRF, they must have a plan for accepting recyclable materials at the DeKalb County transfer station(s) and transport them to a state permitted MRF.
- Bidder who does not own or operate an MRF, may opt for on-site self-bailing the single stream recyclables and transporting to a state permitted MRF for sorting. **Note:** *If Bidder opts to transport the recyclables from the County owned transfer stations, the recyclables are to be removed from transfer station(s) floor within 24 hours.*

E. QUALIFIED PROCESSING FACILITIES

The Bidder must state the addresses of Primary and Alternate (if applicable) MRF locations in the [VENDOR QUESTIONNAIRE](#) section.

Primary Facility – Do not list facility that cannot accept all materials listed in this bid.

- Facility
- Address
- Operations Manager/Contact
- Contact Telephone No.

Alternate Facility – Do not list facility that cannot accept all materials listed in this bid.

- Facility
- Address
- Operations Manager/Contact
- Contact Telephone No.

F. REPORTING REQUIREMENTS

- **Monthly Report:** Provide electronic monthly summary report of the residential and commercial single-stream recyclables at the MRF, by the 15th of each month.
- **Quarterly Report:** Provide a detailed quarterly report, electronically, to include all tonnage from this contract and all recyclable tonnage generated in DeKalb County. The annual report is due the 15th of the month following the end of the quarter.
- **Quarterly Waste Audit Report:** Provide a minimum of quarterly waste audit reports. The successful Bidder (Contractor) must allow additional audits, if requested by the County. Furthermore, the Contractor must communicate with the county for audit schedule 15 days in advance and allow county's personnel to be present during audit.
- **Annual Report:** Provide electronic Annual Report which shall consist of the cumulative totals for the residential and commercial single-stream recycling materials and their end use. This report is due by April 1st of the following year.

G. DOCUMENTATION AND REQUIREMENTS

- The successful Bidder (Contractor) shall provide to the County an official copy of ticket for each tractor trailers, commercial front end trucks, and residential collection trucks delivering single-stream recycling materials.

- If the Contractor owns or operates a state permitted processing facility within the DeKalb County ONLY, the Contractor may be allowed to bring the recycling rejects, collected from the county's transfer stations ONLY, to the Seminole Road Landfill located at 4203 CleveMont Road, Ellenwood, GA 30294 for the most current landfill gate rate tipping fee. ***Note:** The current gate rate tipping fee is \$95.00 per ton.*
- The Seminole Road Landfill does not accept trash or recycling rejects generated outside the County. Furthermore, the awarded Contractor is prohibited from bringing recycling rejects collected from transfer stations, or debris from any facilities located outside of the County, to the Seminole Road Landfill.
- If the recyclables are transported by bidder, weight tickets shall be generated at the county's transfer station scales.

H. MINIMUM REQUIREMENTS

- Bidder must have a minimum of five years of experience in processing single-stream recyclables services.
- Must provide proof that they are legally able to conduct business in the State of Georgia.
- Must provide proof that the recyclable materials will be processed at the state permitted MRF.
- Bidder must provide all required labor, equipment, etc. necessary to process the single stream recyclables at their facility and the end of use recovered material.
- If the Bidder choose to self-haul the recyclables from county's transfer station(s), the Bidder must provide proof that they are permitted to transport single-stream recyclables within the state and county.

I. BID PRICE OPTIONS

- **Option A:** Bidder can submit a bid under Option A if the DeKalb County transport the recyclable materials to Bidder's state permitted processing facility.
- **Option B:** Bidder can submit a bid under Option B if they pick up the recyclable materials from DeKalb County's transfer stations and transport to a state permitted processing/recycling facility.

J. AWARD OF CONTRACT

The County will **choose one winning bidder**, either from: the Option A bids **or** the Option B bids and/or whichever the proposed option that deems **most cost beneficial for DeKalb County**.

PRICE SCHEDULE

*****PRICE SCHEDULE MUST NOT BE SUBMITTED ANYWHERE ELSE OTHER THAN THIS SECTION, OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

OPTION A

The county shall receive fifty percent (50%) of proceeds generated from the recovered materials. Bidder states below agree/disagree.

Line Item	Description	Estimated Annual Tonnage	Material Processing Fee	Bidder Rebates to Cty. on Recovered Material (Agree or Disagree)	Unit Cost	Total
1	Bidder states a price for Residential and Commercial Single-Stream Recycling Materials to be delivered to Bidder's qualified facilities by the County.	13,200	Per Ton			
TOTAL						

OPTION B

The county shall receive fifty percent (50%) of proceeds generated from the recovered materials. Bidder states below agree/disagree.

Line Item	Description	Estimated Annual Tonnage	Material Processing Fee	Bidder Rebates to Cty. on Recovered Material (Agree or Disagree)	Unit Cost	Total
2	Bidder states a price for Residential and Commercial Single-Stream Recycling Materials to be picked up, by the Bidder, from the Central Transfer Station and North Transfer Station facilities, and transported to Bidder's qualified facilities.	13,200	Per Ton			
TOTAL						

VENDOR QUESTIONNAIRE

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

FORMS BELOW INDICATED AS REQUIRED ARE MANDATORY FORMS AND MUST BE COMPLETED, SIGNED, NOTARIZED, WHERE APPLICABLE AND SUBMITTED WITH THE BID. FAILURE TO COMPLETE AND SUBMIT WITH THE BID WILL DEEM THE BIDDER NON-RESPONSIVE.

A. Authorized representative contact info*

Please include the name, title, phone and email of the authorized representative submitting this bid

*Response required

B. Federal Tax ID No.*

*Response required

C. Type of Organization*

- ☐ Corporation
- ☐ Joint Venture
- ☐ Sole Proprietorship
- ☐ Government
- ☐ LLC (Limited Liability Company)
- ☐ Other

*Response required

D. Was "Other" selected above?

- ☐ Yes
- ☐ No

When equals "Yes"

A. Type of "Other" Organization

Please enter the type of organization that applies.

E. Are you a DeKalb County Firm?*

- ☐ Yes
- ☐ No

*Response required

F. Warranty and/or Guaranty*

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, select no. **NOTE**: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

☐ Yes

☐ No

*Response required

When equals "No"

B. Please explain the conditions of Warranty and/or Guaranty*

*Response required

G. CONTRACTOR REFERENCE AND RELEASE

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

C. Reference 1: Company Name*

*Response required

D. Reference 1: Contact Person Name and Title*

*Response required

E. Reference 1: Complete Primary Address*

Include city, state and zip code

*Response required

F. Reference 1: Email Address*

*Response required

G. Reference 1: Telephone Number (include area code)*

*Response required

H. Reference 1: Project Name, Description and Contract Period*

*Response required

I. Reference 2: Company Name*

*Response required

J. Reference 2: Contact Person Name and Title*

*Response required

K. Reference 2: Complete Primary Address*

Include city, state and zip code

*Response required

L. Reference 2: Email Address*

*Response required

M. Reference 2: Telephone Number (include area code)*

*Response required

N. Reference 2: Project Name, Description and Contract Period*

*Response required

O. Reference 3: Company Name*

*Response required

P. Reference 3: Contact Person Name and Title*

*Response required

Q. Reference 3: Complete Primary Address*

Include city, state and zip code

*Response required

R. Reference 3: Email Address*

*Response required

S. Reference 3: Telephone Number (include area code)*

*Response required

T. Reference 3: Project Name, Description and Contract Period*

*Response required

U. Would you like to include more than 3 references?*

☐ Yes

☐ No

*Response required

When equals "Yes"

V. Include any additional reference information here*

Please include the same information as requested above in detail.

*Response required

W. CONTRACTOR REFERENCE CHECK RELEASE CONFIRMATION*

By confirming, you are authorizing the County to contact the references provided above for purposes of this ITB.

☐ Please confirm

*Response required

H. COOPERATIVE PROCUREMENT

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

X. If awarded, agree to extend to other public procurement entities?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Y. If so, please propose a percentage discount to be offered to DeKalb County if a piggyback is utilized.*

i.e., 0%, 3%, 10%, etc.

*Response required

I. CONTRACTOR AFFIDAVIT

Z. CONTRACTOR AFFIDAVIT*

Please download the below documents, complete and have notarized. **Failure to complete, notarize and submit with the bid will deem the bidder non-responsive.** An online notarization option will be provided for you when responding.

- [CONTRACTOR AFFIDAVIT.pdf](#)

*Response required

J. QUALIFIED PROCESSING FACILITIES

The Bidders state below primary and alternate MRF, if applicable, as well as provide the addresses for primary and alternate location.

AA. Primary Facility*

Please include the Facility Address, Operations Manager/Contact, and Contact Telephone No. **Note: Do not list facility that cannot accept all materials listed in this bid.**

*Response required

BB. Alternate Facility*

Please include the Facility Address, Operations Manager/Contact, and Contact Telephone No. If no alternate is available, type "N/A". **Note: Do not list facility that cannot accept all materials listed in this bid.**

*Response required

K. LSBE INFORMATION

CC. Please Confirm*

By confirming, I agree that I've reviewed the LSBE Information document in the [ATTACHMENTS](#).

☐ Please confirm

*Response required

DD. My firm, as the prime bidder/proposer on this unit of work, is a certified:*

☐ LSBE - DeKalb

☐ LSBE - MSA

☐ N/A

*Response required

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

*Response required

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

*Response required

GG. My firm, as the prime bidder/proposer on this unit of work, have successfully identified the required 20% LSBE participation.*

If "No", please proceed, then complete section 17. GOOD FAITH EFFORTS.

☐ Yes

☐ No

*Response required

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

HH. Name of LSBE Company*

*Response required

II. Address of LSBE Company*

*Response required

JJ. Phone Number of LSBE Company*

*Response required

KK. LSBE Company Contact Person*

*Response required

LL. Indicate certification status and attach proof of certification:*

☐ LSBE - DeKalb

☐ LSBE - MSA

*Response required

MM. Description of services to be performed*

*Response required

NN. Percentage of work to be performed*

*Response required

OO. Would you like to include more than one (1) LSBE Company?*

☐ Yes

☐ No

*Response required

When equals "Yes"

PP. Include any additional reference information here.*

Please include the same information as requested above in detail, including:

Name, address and phone number of LSBE Company, LSBE contact person, LSBE-DeKalb/MSA, Description of services to be performed, and Percentage of work to be performed.

*Response required

M. SUBCONTRACTOR REFERENCE AND RELEASE FORM (LSBE)

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

If not using subcontractors, mark the following questions "N/A".

QQ. Reference 1*

*Response required

RR. Reference 2*

*Response required

SS. Reference 3*

*Response required

TT. Would you like to include more than 3 references?*

This is not required, however is it recommended.

☐ Yes

☐ No

*Response required

When equals "Yes"

UU. Include any additional reference information here*

Please include the same information as requested above in detail

*Response required

VV. LSBE SUBCONTRACTOR REFERENCE CHECK RELEASE CONFIRMATION*

By confirming, you have verified that the County is authorized to contact the references provided by the subcontractors for the purposes of this ITB.

☐ Please confirm

*Response required

WW. SUBCONTRACTOR AFFIDAVIT*

Please download the below documents, complete, have notarized and submit with the bid if a subcontractor will be utilized to fulfill the requirements of this contract. **If applicable, failure to submit these forms completed and notarized, will result in the bidder being deemed non-responsive.** An online notarization option will be provided for you when responding.

- [SUBCONTRACTOR_AFFIDAVIT.pdf](#)

*Response required

XX. Did the Prime Contractor(s) attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation?*

- ☐ Yes
☐ No

*Response required

When equals "No"

YY. Please explain your "no" answer in detail.*

*Response required

When equals "Yes"

ZZ. Please provide date attended.

Maximum response length: 10 characters

N. GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken. If you meet the County's 20% LSBE benchmark by obtaining participation, you may enter "N/A".

AAA. Did you attend the MANDATORY LSBE Meeting?*

Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation. If you attended, select yes. If not, select no and explain.

- ☐ Yes
☐ No

*Response required

When equals "No"

BBB. Why were you unable to attend the Mandatory LSBE Meeting?*

*Response required

When equals "Yes"

CCC. Please provide date attended.

Maximum response length: 10 characters

DDD. Will you be uploading a contact log?*

If yes, provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work. If no, explain why.

- ☐ Yes

☐ No

*Response required

When equals "Yes"

EEE. Please upload your Contact Log*

*Response required

When equals "No"

FFF. If no, please explain below*

*Response required

G.G. Did you notify interested LSBEs at least 5 business days prior to submission of the bid or proposal?*

☐ Yes

☐ No

*Response required

When equals "Yes"

HHH. Please upload proof of notification*

*Response required

When equals "No"

III. If no, please explain below*

*Response required

J.J. Did you make efforts to divide work for LSBE subcontracting?*

Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them.

The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.

☐ Yes

☐ No

*Response required

When equals "Yes"

KKK. Please upload evidence of efforts*

*Response required

When equals "No"

LLL. If no, please explain below*

*Response required

MMM. Did you make efforts to assist potential LSBE subcontractors to meet bonding, insurance, or other governmental contracting requirements?*

Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.

☐ Yes

☐ No

*Response required

When equals "Yes"

NNN. Please upload evidence of efforts*

*Response required

When equals "No"

OOO. If no, please explain below*

*Response required

PPP. Did you communicate with DeKalb First LSBE Program Staff?*

Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs.

☐ Yes

☐ No

*Response required

When equals "Yes"

QQQ. If yes, provide DeKalb First LSBE Program Staff representative name and title, and date of contact.*

*Response required

When equals "No"

RRR. If no, please explain below*

*Response required

SSS. LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR*

For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents. Please download the below documents, complete, and upload.

- [SUBCONTRACTOR LOI.pdf](#)

*Response required

TTT. Did you perform any other actions, to include Mentor/Protégé commitment for solicitations \$5M and above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

UUU. If yes, please specify below*

*Response required

When equals "No"

VVV. If no, please explain below*

*Response required

WWW. BIDDER/PROPOSER STATEMENT OF COMPLIANCE*

Please download the below documents, complete and have notarized. **Failure to complete, notarize and submit with the bid will deem the bidder non-responsive.** An online notarization option will be provided for you when responding.

- [Statement of Compliance.pdf](#)

*Response required

XXX. Please upload any additional information as necessary

You may upload multiple files here. **Note: DO NOT** upload Price Schedule here.

YYY. Confirmation of LSBE Ordinance?*

Bidder confirms they have read the full DeKalb First LSBE Ordinance ([The DeKalb First – LSBE Ordinance](#)) and conducted a review of the proposed Scope of Work (SOW), and uploaded all supporting documentation as required. Bidder further confirms the LSBE participation benchmarks unless waived by the LSBE Review Panel per the DeKalb First Ordinance Sec. 2-209.

☐ Please confirm

*Response required

O. FIRST SOURCE JOBS ORDINANCE

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.

ZZZ. Please complete and upload: D. First Source Jobs Ordinance Acknowledgement, and E. New Employee Tracking Form*

You may upload multiple files here.

*Response required

AAAA. Confirmation of First Source Jobs Ordinance?*

Bidder confirms they have read the full WorkSource DeKalb information and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

☐ Please confirm

*Response required

BBBB. My firm, as the prime bidder/proposer on this unit of work, have successfully identified the required 20% LSBE participation.*

If "No", please see and complete section 18. GOOD FAITH EFFORTS.

☐ Yes

☐ No

*Response required

P. Price Schedule Confirmation

Please answer the questions below relative to Section 6. PRICE SCHEDULE.

CCCC. Does the Bidder agree to the 50% Bidder Rebates to the County on Recovered Material?*

☐ Yes

☐ No

*Response required

When equals "No"

DDDD. Please provide details on your "No" response, including providing Bidder's proposed revenue percentage.*

*Response required

EEEE. BID ACKNOWLEDGEMENT*

Bidder acknowledges that this bid is valid for 90 days from and including the bid opening date.

Bidder acknowledges that bid meets or exceeds minimum specifications. Any deviation from minimum specifications must be explained, in detail,

by bidder as to how the bid does not meet the exact specifications.

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

☐ Please confirm

*Response required