

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 **Metro LED Sign & Light** (the "Service Contractor"). The term of this Contract begins on the date executed by the last party to execute below (effective date).

The performance period for the Agreement is one (1) year from the effective date. In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of the DeKalb County School District. Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of DeKalb County School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DeKalb County School District terminates the agreement by providing **Metro LED Sign & Light** with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the owner herein.

The Contract Documents consist of:

- a. This agreement (Contract for Services);
- b. Invitation to Bid (ITB) No. 18-752-045 (**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 Signed by the Superintendent and dated **Not applicable** (**Exhibit C**); and
- e. Notice of Award dated **November 6, 2018** (**Exhibit D**).
- f. Immigration and Security Certification Contractor Affidavit (**Exhibit E**).
- g. Immigration and Security Certification Subcontractor Affidavit (**Exhibit F**).

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: Daniel E. Drake, P.E., Interim Chief Operations Officer

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

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

Metro LED Sign & Light
4224 Northeast Expressway
Atlanta, GA 30340

Attention: Muradali (Raj) Umani

ARTICLE 2

PROGRAM AND SCOPE OF SERVICES

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

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: all appropriate licenses and skills to perform said services in the State of Georgia.

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program: Sign replacement in accordance with specifications and signs shall be in compliance with Part 15 of FCC requirements

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.): Installing equipment in a workmanlike manner, in compliance with DCSD standards as well as all applicable codes and regulations.

ARTICLE 3

SCHEDULE

3.1 Service Start Date: Upon final execution of the contract
Incremental Service Date(s): N/A
Final Service Date or Completion Date: One year from service start 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

DeKalb Standard Form of Contract for Services Non-Sate Capital Outlay Projects (Revised 3.2015)

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 warrants 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

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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:

Type of Insurance	Coverage Limits
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence

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]

Dr. R. Stephen Green
[Printed Name]

Superintendent
[Printed Title]

1701 Mountain Industrial Blvd

Stone Mountain, GA 30083
[Printed Address]

SERVICE CONTRACTOR:

METRO LED SIGN & LIGHT
[Typed Name]

By:  [SEAL]
[Signature]

RAS Umame
[Printed Name]

CFO
[Printed Title]

4224 Northmost Eddy

Douville, GA 30340
[Printed Address]

1/22/19
[Date of Execution]

11/14/2018
[Date of Execution]




Daniel E. Drake, P.E., Interim Chief Operations Officer

EXHIBIT "A"

DeKalb County School District
Cabinet Sign Replacement Project
June 21, 2018

ITB No. 18-752-045
Project # Not Applicable
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	DeKalb County Board of Education Operations Division Sam A. Moss Service Center 1780 Montreal Road Tucker, GA 30084-6705
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INVITATION TO BID

www.dekalb.k12.ga.us

Date of Invitation: June 21, 2018

This Invitation to Bid includes 34 pages

SEALED BIDS SHOULD BE ADDRESSED TO THE DEKALB COUNTY SCHOOL DISTRICT
1780 MONTREAL ROAD, TUCKER, GEORGIA 30084

Project Title:	Cabinet Sign Replacement Project
Solicitation Number	18-752-045
Project Number:	Not Applicable

Solicitation Timeline Summary

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	June 21, 2018		http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Pre-Bid Conference	July 12, 2018	11:00 AM	Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084
Final Questions Due	July 19, 2018	2:00 PM	dcsd-op-bidquestion@dekalbschoolsga.org
Final Addendum	July 26, 2018	2:00 PM	http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Bid Due Date & Time (Public Opening)	August 2, 2018	2:00 PM	Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084
Anticipated Board Review and Approval	September 10, 2018		
Anticipated Notice of Award	September 2018		

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- II. **DEFINITIONS**
- III. **GENERAL TERMS AND CONDITIONS**
- IV. **PROTEST PROCEDURES FOR OPERATIONS DIVISION CONTRACT AWARDS**

Owner's Standard Forms (included with ITB):

- Attachment A Contractor's ITB Checklist (2 pages)
- Attachment B1 Corporate Certificate (1 page)
- Attachment B2 Partnership Certificate (1 page)
- Attachment B3 Entity Certificate (1 page)
- Attachment C Subcontractor Listing (1 page)
- Attachment D Offeror's and Individuals' Affidavit of Noncollusion (2 pages)
- Attachment E Conflict of Interest Disclosure Form (2 pages)
- Attachment F Form of Consent to Release Information (1 page)
- Attachment G Vendor Reference Form (1 page)
- Attachment H Bid Form (3 pages)
- Attachment I Immigration and Security Certification (2 pages)
- Attachment J Suspension and Debarment Certification (1 page)
- Attachment K Bid Delivery Label (1 page)
- Attachment L No Submittal Response Form (1 page)

Owner's Project Specific Information (separate file from ITB)

- Appendix A Owner's Preliminary Program Narrative (4 pages)
- Appendix B Standard Form of Contract for Services (Non-Capital Outlay Services)(20 pages)
- Appendix C Subcontractor Affidavit of Noncollusion (1 page)
- Appendix D Performance Bond (3 pages)
- Appendix E Payment Bond (4 pages)

I.
INSTRUCTIONS TO BIDDER

A. EXAMINATION AND ACQUISITION BID DOCUMENTS

Invitation to Bid ("ITB") documents will be available **June 21, 2018**, and may be obtained from the DeKalb County School District website at <http://www.dekalbschoolsga.lionwave.net>. This Invitation to Bid is based upon the attached Owner's Criteria and Narrative Scope of Work, which is incorporated herein by reference.

B. PRE-BID CONFERENCE

A pre-bid conference to be held in the Stokes Conference Room at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 at **11:00 a.m.** local time on **Thursday, July 12, 2018**. **Attendance is not mandatory but strongly encouraged.**

C. RECEIPT OF BID PACKAGE PUBLIC OPENING

1. The **original and two (2) copies of the Bid** along with and **one (1) electronic copy** on a flash drive or CD, must be received at the DeKalb County School District, Operations Division, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 no later than the date and time (determined by the date/time card stamp of the DCSD Facilities Procurement Services Department) set forth in the "Invitation to Bid." The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

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 their proposal 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.

2. Responses must be on the forms furnished within this Invitation to Bid and completed in their entirety. All bids must be submitted on the attached bid form. The bid form is Attachment I of this ITB.
3. Bids must be submitted in a sealed envelope with Attachment L Bid Delivery Label completed and affixed to the exterior of the package.

D. BID SUBMISSION

1. 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 ITB.
2. 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.
3. 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.
4. All bids submitted become the property of the DCSD and are subject to applicable open records policies and laws.

E. 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.

F. 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 as Attachment G. **FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE WILL CAUSE THIS BID TO BE NON-RESPONSIVE AND REJECTED.**

G. BUSINESS LICENSE

Bidders shall submit with their Bid, 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 (include with Required Forms).

H. INSURANCE REQUIREMENTS

A Certificate of Insurance and/or ACORD form is required with solicitation submittal. Provision of Certificate of Insurance is a mandatory requirement (include with Required Forms). Bids submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this ITB will be contingent upon receipt within five (5) business days of request for insurance documentation complete with the following requirements. In the event the awarded Respondent cannot produce insurance coverage acceptable to the DCSD within the time provided, DCSD reserves the right to award this solicitation to the next highest ranked firm. Please refer to Article 19 and Exhibit "A" of the Contract for required Insurance.

I. NON-COLLUSION

Bidders shall fully certify that they, as an individual or as engaging official of a formal business entity have not entered into any agreement, participated in collusion or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their bid response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

As a part of the response to this ITB, the contractor shall submit with its proposal an affidavit in the form of the Offeror's and Individuals' Affidavit of Noncollusion included in the Bid Documents as Attachment D. If the bidding contractor is a partnership, all of the partners and any officer, agent, or other person who intend to represent or act for them in bidding for or procuring the Contract for the Project shall also sign the affidavit. If the bidding contractor is a corporation or other entity, all officers, agents, or other persons who intend to act for or represent the corporation or other entity in proposing for or procuring the Contract for the Project shall also sign the affidavit.

The Subcontractor's Affidavit of Noncollusion is included with the Bidding Documents as Appendix C. Not later than simultaneously with the execution of the Contract, the successful contractor shall deliver to the Owner the completed and executed Subcontractor's Affidavit of Noncollusion in accordance with O.C.G.A. § 36-91-21(e). The contractor awarded the contract shall require every Subcontractor from whom the contractor received a bid or proposal to complete and sign the Subcontractor's Affidavit of Noncollusion.

J. 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 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.

K. FORM OF CONTRACT

If awarded the subject contract, the bidders will be required to sign the Standard Form of Contract for Services. A copy of the contract form is provided with this ITB as Appendix B.

L. BASIS OF AWARD

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.

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.

M. BID PRICES

Bid prices will be held firm and remain open for acceptance for ninety (90) days from the time and date of the bid opening, except as expressly provided by law.

N. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds from a surety satisfactory to DCSD must be furnished by the bidder awarded the contract in an amount not less than 100 percent (100%) of the contract price if the contract price is **\$100,000 or more**.

O. PERMITS

The successful contractor shall obtain all federal, state and local permits required for the Project, if any.

P. RIGHTS OF WAY AND EASEMENTS

All rights of way and easements anticipated for the Project, if any, have been obtained.

Q. BID CONTACT

It is intended that this ITB be adequate for any vendor to respond to the DeKalb County School District requirements. However should Bidders have questions, all questions should be submitted electronically via email to the Procurement Manager, at dcsd-op-bidquestion@dekalbschoolsga.org.

The deadline for receipt of vendor questions is stated within the Solicitation Timeline Summary on page 1 of this ITB. 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 website <http://www.dekalbschoolsga.org/solicitations/> no later than the date and time listed for Final Addendum under the Solicitation Timeline Summary on page 1 of this ITB.

No response other than written, and issued on behalf of the Procurement Manager, will be binding upon DCSD.

The assigned contact person for this bid is **Adrein Walker-Brown** at **(678) 676-1744** or by email at adrein_walker@dekalbschoolsga.org.

R. COMMUNICATIONS WITH DCSD STAFF

With the exception of the assigned contact person for this bid, 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.

S. ADDENDA

It is the vendor's responsibility to check the DCSD Current Solicitations website at <http://www.dekalbschoolsga.lonwave.net> or www.demandstar.com for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period.

The Board of Education reserves the right to reject any and all bids and to waive technicalities and informalities.

II. DEFINITIONS

- A. Bidding Documents** - the Advertisement for Bids, the Instructions to Bidders, the Bid Form, the form of Bid Bond (if required), the form of Subcontractor Listing, the form of Corporate Certificate, the form of Partnership Certificate, the form of Entity Certificate, the form of Bidder's and Individuals' Affidavit of Noncollusion, the Standard Form of Contract for Services, the form of Performance Bond (if required), the form of Payment Bond (if required), all other proposed contract documents, and any Addenda issued prior to Bid opening.
- B. 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.
- C. 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.
- D. Contract** - A formal written agreement between the owner and a vendor for providing goods and services.
- E. DCSD** - For the purposes of this proposal, DCSD shall mean "DeKalb County School District" and "The District".
- F. Invitation To Bid (ITB)** - A written competitive sealed bid process, in which award is usually made to the lowest responsible and responsive bidder.
- G. 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.
- H. Notice of Award** - The written notice of the acceptance of the Bid from DCSD to the awarded respondent.
- I. 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.
- J. Owner** - For the purposes of this proposal, Owner shall mean DeKalb County Board of Education.
- K. 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.
- L. 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.
- M. Responsive Respondent** - Respondent that has submitted a bid that conforms in all material aspects of the solicitation.
- N. 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.
- O. 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 CONDITIONS

A. AWARDS

Award will be made to the lowest responsive and responsible bidder(s) 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. The DCSD reserves the right to award to more than one bidder. Award of bids will be made in the best interest of DCSD.

B. CONTRACT TERMS

Appendix B is DeKalb County School District's Standard Form of Contract for Services between the DeKalb County Board of Education and the Contractor; Version 3.2015, 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.

C. ILLEGAL IMMIGRATION REFORM AND ENFORCFEMENT ACT OF 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services. The Immigration and Security Certification form **must** be completed, notarized and returned with your bid. The remaining forms are attached as Exhibits to Appendix B – Standard Form of Contract for Services and will be required to be completed and returned with the contract.

D. 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.

E. 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 lost profits.

F. ASSIGNMENT OF AWARD

The successful Respondent may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

G. TAXES

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

H. 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.

I. 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.

J. 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.

K. 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.

L. GEORGIA OPEN RECORDS ACT

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

M. 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.

N. 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.

O. INDEMNIFICATION

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, liens, costs and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, arising out of or in connection with the Contractor's performance of this Contract and the Work, to the extent caused by the Contractor, or anyone for whose acts the Contractor is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Contractor shall not 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, or its officers, agents or employees; provided, however, this indemnification obligation shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or its subcontractors, sub-subcontractors, or suppliers under workers' compensation acts, disability benefit acts or other employee benefit acts.

P. COMPLIANCE WITH LAWS

This ITB and subsequent agreements are subject to the laws of the State of Georgia. All items or services furnished must comply with applicable federal, state, and local laws, codes, and regulations.

Q. BACKGROUND CHECKS

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

R. RESPONDENT PERFORMANCE

The successful Respondent is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this ITB document and any negotiated contract(s). Failure of the Respondent to fully perform these obligations may result in cancellation of the award and contract.

DCSD will look to the Respondent and his/her identified personnel to coordinate and deliver the services described in this ITB. The obligations of the contract shall not be delegated to subcontractors or assigned to any third party.

S. COSTS INCURRED

DCSD is not liable for any costs incurred by a Respondent in preparing and/or submitting a response to this ITB or for any interview if requested. Any and all costs incurred by the Respondent in preparing and/or submitting a response to this ITB shall be the sole responsibility of the Respondent and shall not be reimbursed by DCSD.

T. PERMITS AND APPLICABLE LAW

Respondents shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Respondents shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

U. CONFIDENTIALITY AND NON-DISCLOSURE

Information made available to Respondents by DCSD shall be used only for purposes related to responding to this ITB and shall not be used for any other purpose without the express written permission of DCSD.

Respondents to this ITB unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to student and human resource file contents.

V. RIGHTS RESERVED

DCSD reserves the right to accept or reject any and/or all parts of responsive bids received and/or to reject all bids submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

W. CONDITIONAL PROPOSALS

Bids that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

X. RESPONDENT FAILURE

In the event services to be furnished by the successful Respondent should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful Respondent to perform contracted services may also result in the removal of that Respondent from doing business with DCSD for a period of not less than one year.

Y. SPECIAL TERMS AND CONDITIONS

Should these General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will prevail.

**IV.
PROTEST PROCEDURES FOR OPERATIONS DIVISION 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 design and construction, for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Facilities Management for proposals worth \$100,000 or more, may challenge contract awards.

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.
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.
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.

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 Design and Construction 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:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	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.
	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.

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.

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 Design and Construction 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.

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.

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.

(END OF ITB – SEE ATTACHMENTS AND APPENDICES)

ATTACHMENT A: CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Invitation to Bid (ITB) No. 18-752-045** for; **Cabinet Sign Replacement Project** containing a full set of documents:

Owner's Project Specific Information

- Appendix A Owner's Preliminary Program Narrative (4 pages)
- Appendix B Standard Form of Contract for Services (Non-State Capital Outlay Projects)(20 pages)
- Appendix C Subcontractor Affidavit of Noncollusion (1 page)
- Appendix D Performance Bond (3 pages)
- Appendix E Payment Bond (4 pages)

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

Owner's Standard Forms:		Include with Bid	Check Box to Confirm Inclusion
Attachment A	Contractor's ITB Checklist (2 pages)	YES	<input type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or	<input type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)	B3 as	<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)	applicable	<input type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input type="checkbox"/>
Attachment F	Form of Consent to Release Information (1 page)	YES	<input type="checkbox"/>
Attachment G	Vendor Reference Form (1 page)	YES	<input type="checkbox"/>
Attachment H	Bid Form (4 pages)	YES	<input type="checkbox"/>
Attachment I	Immigration and Security Certification Form (2 pages)	YES	<input type="checkbox"/>
Attachment J	Suspension and Debarment Certification (1 page)	YES	<input type="checkbox"/>
Attachment K	Bid Delivery Label (1 page)	Affix to exterior of package	
Attachment L	No Submittal Response Form (1 page)	N/A	
Other Requirements:		Include with Bid	Check Box to Confirm Inclusion
	Sample Certificate of Insurance, per Instruction Bidders Item I.	YES	<input type="checkbox"/>
	Copy of Business License, per Instructions Bidders Item H.	YES	<input type="checkbox"/>
	Acknowledgement of ALL addenda (if any) below.	YES	<input type="checkbox"/>
	Electronic Version of bid documents	YES	<input type="checkbox"/>

Indicate **Addenda(s) Nos.** _____ received (**none unless indicated here**).

The Contractor is responsible for reading and understanding all sections of this ITB, and affirms that the Contractor shall be bound by all of the terms and conditions contained in this ITB.

DeKalb County School District
Cabinet Sign Replacement Project
June 21, 2018

ITB No. 18-752-045
Project # Not Applicable
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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 Contractor and its officers and employees have not entered into any agreement with any other Contractor or prospective Contractor or 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 Contractor: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

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

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

(SEAL)

THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES.

ATTACHMENT B1: CORPORATE CERTIFICATE
(Bids)

STATE OF _____
COUNTY OF _____

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

[signature]

[typed name]

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

(SEAL)

Notary Public

My Commission Expires:

___/___/___

**ATTACHMENT B2: PARTNERSHIP CERTIFICATE
(Bids)**

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, personally appeared _____, who executed the above bid, and being first duly sworn, deposes and says that he or she is a general partner in the firm of _____ and that said firm consists of himself or herself and _____ and that he or she executed the foregoing instrument 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.

**ATTACHMENT B3: ENTITY CERTIFICATE
(Bids)**

STATE OF _____

COUNTY OF _____

I, _____, certify that I am the Secretary of the entity named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor was then _____ of said entity; that said bid was duly signed for and in 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:
____/____/____

ATTACHMENT D: BIDDER'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, _____ ("Bidder"),
[name of Bidder]

appearing by and through _____, it's _____
[insert name of individual with authority to bind Bidder] *[title]*

(averring both individually and in his or her representative capacity on behalf of Bidder) (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 Bidder 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 for or procuring the contract for the DeKalb County Board of Education Cabinet Sign Replacement Project, (the "Project").

3. If the Bidder 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 Bidder]

and

[insert name of Individual And Representative Affiant]

By: _____, both individually and on behalf of Bidder 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:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

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

Notary Public: _____ My commission expires: ___/___/___.
(SEAL)

ATTACHMENT E: 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:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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:

ATTACHMENT F: CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Bid to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such Bid), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This ___ day of _____, 2_____.

[Printed name of person or entity consenting to release of information]

By: _____

Printed name: _____

Printed Title: _____

ATTACHMENT H: GENERAL CONTRACTOR FIXED PRICE BID FORM

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

Alterations to the General Contractor Fixed Price Bid Form may result in the Bidder being deemed non-responsive and the bid being rejected.

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 **DCSD Project Cabinet Sign Replacement (ITB No. 18-752-045)**, 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, coordination, equipment and material in conformance with the Contract Documents, in the time stated and submits the following proposed Unit Prices 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:

Please provide a unit price for Cabinet Sign Replacement

Description	Site Price
New Cabinet Sign (Material)	\$
Install New Sign (Labor)	\$
Communication Equipment, Software, Transmitter and Training	\$
*Price(s) should include all direct and indirect costs (i.e. freight, storage, etc.)	Total
	\$

UNIT PRICES

Description	Unit Price
Cell Data Modem with minimum of 3 years prepaid data services	\$
Cost of Annual Cell Data Modem subscription	\$
Removal of existing sign	\$
Technical Support Cost per visit	\$
Service Cost per visit	\$
*Price(s) should include all direct and indirect costs including expenses.	Total
	\$

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

None.

- b. **Addenda Acknowledgement:** The undersigned Bidder hereby acknowledges receipt of the following Addenda

[insert the number and date of each Addendum; if none, insert "None"]:

- c. **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 ninety (90) 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 Architect will assist in obtaining the required permits.

The Bidder agrees that this Bid may not be revoked or withdrawn for a period of ninety (90) days after the date and time of Bid opening, but shall remain open for acceptance for a period of ninety (90) days following Bid opening.

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

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 (if required), 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 (see Attachment A for complete list of requirements):

- (1) Original and two (2) duplicates of this Bid, appropriately marked;

- (2) Subcontractor Listing;
- (3) Corporate Certificate, Entity Certificate or Partnership Certificate (as applicable);
- (4) Noncollusion Affidavit of Prime Bidder
- (5) Preliminary Schedule

The undersigned Bidder agrees to commence work, as required by the Agreement, upon its receipt of a written Notice-to Proceed from the Owner:

By submission of the Bid, the Bidder represents and warrants that:

- (a) Bidder has read and understands the Bid Documents and this Bid is made in accordance therewith;
- (b) Bidder has read and understands the bidding or proposal documents or contract documents for other portions of this Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Services or Work for which this Bid is submitted;
- (c) this Bid is based upon furnishing all of the Work, including services, supervision, labor coordination, materials, equipment, systems, warranties and other things required by the Bid Documents; and,
- (d) all facts stated in this Bid are true and correct.

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 Contractor 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 Project and is in all respects fair and without collusion or fraud. If successful in its Bid, the Bidder will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner and number, required by the Invitation to Bid and applicable laws. The Bidder agrees to abide by all conditions of the Invitation to Bid.

Respectfully submitted,

[typed name of Bidder]

By: _____ [seal]
[signature]

[typed name and title]

[address of Bidder]

(_____) _____
[business telephone number]

[date of execution]

STATE OF _____
COUNTY OF _____

Came before me, _____, and after being
[typed name of individual signing Bid]

duly sworn, deposes and says that he/she is _____ of
[title]

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

best of his/her information and belief.

[signature of individual signing Bid]

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

(seal)

Notary Public

My Commission Expires:
____/____/____

ATTACHMENT I: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) _____ **(Initial here):** Offeror/Bidder warrants that, Offeror/Bidder has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Offeror/Bidder further warrants and agrees Offeror/Bidder shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors/Bidders who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) _____ **(Initial here):** Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

(c) _____ **(Initial here)** Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

- 3) _____ **(Initial here)** Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

- 4) _____ **(Initial here)** Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted

to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

- 5) _____ (*Initial here*) Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

_____	_____
Signature	Date
_____	_____
EEV/Basic Pilot Program User Identification Number	Date of Authorization

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

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

Notary Public

My Commission Expires: _____

DeKalb County School District
Cabinet Sign Replacement Project
June 21, 2018

ITB No. 18-752-045
Project # Not Applicable
Page 33 of 34

ATTACHMENT J: BID DELIVERY LABEL



DELIVER TO:

**DeKalb County Board of Education
Attn: Procurement Manager
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084**

SEALED BID – DO NOT OPEN
(affix to package)

ITB No: **18-752-045**

ITB Title: **Cabinet Sign Replacement Project**

Due Date/
Time: **August 2, 2018, no later than 2:00 PM**

Submitted by:

Vendor Name: _____

Address: _____

ATTACHMENT K: NO SUBMITTAL RESPONSE FORM

ITB Number: **18-752-045**
Title: **Cabinet Sign Replacement Project**

DCSD Project No.: **Not Applicable**

If your company will not be submitting a Bid 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: Procurement Manager
1780 Montreal Road
Tucker, Georgia 30084-6705
Fax (678) 676-1475**

This information will assist Procurement Services in the preparation of future ITBs.

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 service or an equivalent

___ Our 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.

EXHIBIT "B"

DeKalb County School District
Cabinet Sign Replacement Project
June 21, 2018

ITB No. 18-752-045
Project # Not Applicable
Page 15 of 34

ATTACHMENT A: CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received Invitation to Bid (ITB) No. 18-752-045 for: Cabinet Sign Replacement Project containing a full set of documents:

Owner's Project Specific Information

Appendix A	Owner's Preliminary Program Narrative (4 pages)
Appendix B	Standard Form of Contract for Services (Non-State Capital Outlay Projects)(20 pages)
Appendix C	Subcontractor Affidavit of Noncollusion (1 page)
Appendix D	Performance Bond (3 pages)
Appendix E	Payment Bond (4 pages)

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

<u>Owner's Standard Forms:</u>		Include with Bid	Check Box to Confirm Inclusion
Attachment A	Contractor's ITB Checklist (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input checked="" type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input checked="" type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F	Form of Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment G	Vendor Reference Form (1 page)	YES	<input checked="" type="checkbox"/>
Attachment H	Bid Form (4 pages)	YES	<input checked="" type="checkbox"/>
Attachment I	Immigration and Security Certification Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment J	Suspension and Debarment Certification (1 page)	YES	<input type="checkbox"/>
Attachment K	Bid Delivery Label (1 page)	Affix to exterior of package	<input checked="" type="checkbox"/>
Attachment L	No Submittal Response Form (1 page)	N/A	<input type="checkbox"/>
<u>Other Requirements:</u>		Include with Bid	Check Box to Confirm Inclusion
Sample Certificate of Insurance, per Instruction Bidders Item I.		YES	<input checked="" type="checkbox"/>
Copy of Business License, per Instructions Bidders Item H.		YES	<input checked="" type="checkbox"/>
Acknowledgement of ALL addenda (if any) below.		YES	<input checked="" type="checkbox"/>
Electronic Version of bid documents		YES	<input type="checkbox"/>

Indicate Addenda(s) Nos. 1 and 2 received (none unless indicated here).
The Contractor is responsible for reading and understanding all sections of this ITB, and affirms that the Contractor shall be bound by all of the terms and conditions contained in this ITB.

Metro LED LLC

4224 Northeast Express Way
Atlanta GA 30340

Estimate

Date	Estimate #
2018-8-2	78644976

Name / Address
E. L. Bouie Elementary School 5100 Rock Springs Rd, Lithonia, GA 30038

				Project
Description	Qty	U/M	Cost	Total
Tear down, remove and dispose of existing sign.	1		500.00	500.00
New Footing with 2 pilasters including material, pole wrap around and Install of Entire sign with LED signs	1		3,786.00	3,786.00
Illuminated double-sided header School ID Sign 2' high and 8'0" with white LED lighting, Illuminated double-sided cobranded sign 3'10"x5'	1		5,250.00	5,250.00
Outdoor Message Sign with Pixel Pitch P15MM LED Type -- Oval lamp DIP Number of RGB lamps -- 19,200 Pixel configuration -- 1R/1G/1B Pixel Pitch center-to-center-15.0 mm Pixel resolution -- 40 x 160 Display Dimensions -- 2'0" x 8' 0" Ingress protection -- Front IP67/Rear IP65 Viewing angle -- 140 degrees/70 degrees Brightness -- 11,000 + nits Service address -- Front Refresh rate -- 6,000 hz Processing -- 16 bit color Frame rate -- 60 frames per second Operating temperatures -- -10 deg F to 140 deg F Dimming level -- Manual -- 100 levels, automatic -- 16 levels Warranty -- 5 year factory parts & factory labor Sign control -- Eugenius Wireless 3 mile Radius Software Included Free Onsite Training Included	2		4,125.00	8,250.00
Sales Tax			8.00%	0.00
Thank you for giving us the opportunity to earn your business.			Total	\$17,786.00

Customer Signature _____

ATTACHMENT H: GENERAL CONTRACTOR FIXED PRICE BID FORM

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

Alterations to the General Contractor Fixed Price Bid Form may result in the Bidder being deemed non-responsive and the bid being rejected.

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

METRO LED
[Legal name of Bidder]

4224 Northeast 67th
Atlanta, GA 30340
[Address of Bidder]

404-867-4940
[Telephone number of Bidder]

having carefully examined the site and Bidding Documents, including the proposed contract documents and any Addenda thereto, for **DCSD Project Cabinet Sign Replacement (ITB No. 18-752-045)**, 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, coordination, equipment and material in conformance with the Contract Documents, in the time stated and submits the following proposed Unit Prices 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:

Please provide a unit price for Cabinet Sign Replacement

Description	Site Price
New Cabinet Sign (Material) <i>see attached estimate for details</i>	\$13,500
Install New Sign (Labor)	\$3,786
Communication Equipment, Software, Transmitter and Training	\$500
*Price(s) should include all direct and indirect costs (i.e. freight, storage, etc.)	Total
	\$17,786

UNIT PRICES

Description	Unit Price
Cell Data Modem with minimum of 3 years prepaid data services	\$2,000
Cost of Annual Cell Data Modem subscription	\$0
Removal of existing sign	\$500
Technical Support Cost per visit	\$0
Service Cost per visit	\$395
*Price(s) should include all direct and indirect costs including expenses.	Total
	\$2,895

DeKalb County School District
Cabinet Sign Replacement Project
June 21, 2018

ITB No. 18-752-045
Project # Not Applicable
Page 16 of 34

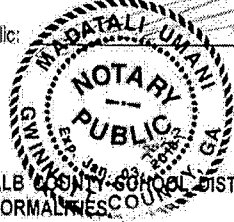
Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Contractor and its officers and employees have not entered into any agreement with any other Contractor or prospective Contractor or 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 Contractor: METRO LED
Signature: [Handwritten Signature] Printed Name: RAJ UMANI
Title: CFO Date: 8/2/2018

Sworn to and subscribed before me this 2nd day of Aug, 2018.

Notary Public: [Signature] My commission expires: 01/01/2022

(SEAL)



THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES.

**ATTACHMENT B1: CORPORATE CERTIFICATE
(Bids)**

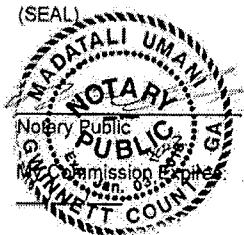
STATE OF Georgia
COUNTY OF DeKalb

I, RAS UMAMI, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid; that RAS UMAMI who signed said bid in behalf of the Contractor was then owner of said corporation; that said bid was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of Georgia.

[Signature]
(signature)

RAS UMAMI
(typed name)

Subscribed and sworn to
before me this 2nd day of
Aug, 2018.



ATTACHMENT C: SUBCONTRACTOR LISTING
 (Bids)

TO: DEKALB COUNTY BOARD OF EDUCATION
 hereinafter called "Owner"

ITB No. 18-752-045
 Project No. Not Applicable

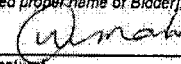
Pursuant to bidding requirements for the Project known as Cabinet Sign Replacement Project, the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER
Foundation work General condition	ABNEY ENTERPRISES	404-578-0272
	Maurice Abney	

Use Additional Sheets If Necessary

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

BIDDER: METRO LED / RAJUMANI
(typed proper name of Bidder)

By: 
(signature)

RAJUMANI CFO
(name and title)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

Licensee Details

License Information

Name: Mareece Dominek Abney

Address: 3375 Centerville Highway

Suite #392464

Snellville GA 30039

Primary Source License Information

Lic #: GCQA004122 Profession: Residential/General Contractor Type: General Contractor Qualifying Agent
 Secondary: Method: Application/Prior Approval Status: Active
 Issued: 9/10/2013 Expires: 6/30/2020 Last Renewal Date: 6/12/2018

Associated Licenses

Relationship: Supervisor

Licensee: Abney Enterprises LLC

License Type: General Contractor Company

License #: GCCO004116

License Status: Active

Established: 9/10/2013

Association Date: 9/9/2013

Type: Prerequisite

Expiry:

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 3, 2018 10:46:42

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.

Scanned by CamScanner

ATTACHMENT D: BIDDER'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION

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

STATE OF Georgia

COUNTY OF DeKalb

COMES NOW, METRO LED ("Bidder"),
[name of Bidder]

appearing by and through RASUMANI, it's CFO
[insert name of individual with authority to bind Bidder] *[title]*

(averring both individually and in his or her representative capacity on behalf of Bidder) (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 Bidder 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 for or procuring the contract for the DeKalb County Board of Education Cabinet Sign Replacement Project, (the "Project").

3. If the Bidder 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 2nd day of Aug, 2018

METRO LED
[insert name of Bidder]

and RAS UMARI
[insert name of Individual And Representative Affiant]

By: [Signature], both individually and on behalf of Bidder as its
[signature]

CEO
[insert title]

Individual Affiants' signatures and names:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

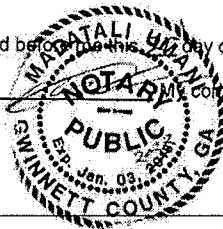
X _____
Name:

X _____
Name:

X _____
Name:

Sworn to and subscribed before me this Aug day of 2018.

Notary Public: _____ My commission expires: 1/31/2022
(SEAL)



ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (Printed Name), RAF UMAMI am the (Title) CFO and I am the duly authorized representative of the firm of (Firm Name) METRO LED (the "Firm") for purposes of this Affidavit, whose address is (Firm Address) 4224 Northwest EBY Doraville, GA 30340, 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:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

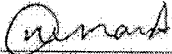
3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any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

Firm Name: METRO LED

Date: 8/2/2018

Sworn to and described before me this 2nd day of Aug 2018

Personally known: _____

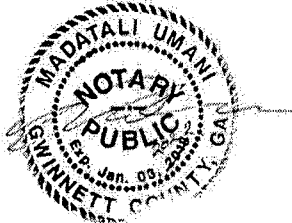
OR Produced Identification: DL

Type of Identification: Georgia DL

Notary Public – State of Georgia

My Commission Expires 1/3/2022

Affix Notary Seal Here:



DeKalb County School District
Cabinet Sign Replacement Project
June 21, 2018

ITB No. 18-752-045
Project # Not Applicable
Page 25 of 34

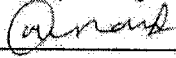
ATTACHMENT F: CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Bid to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such Bid), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This 2nd day of Aug, 2018.

METRO LED

[Printed name of person or entity consenting to release of information]

By: 

Printed name: RAJ UMAMI

Printed Title: CFO

ATTACHMENT G: VENDOR REFERENCE FORM

VENDOR REFERENCES FOR:

METRO LED

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. KELL High School (COBB County)
Company
4770 LEE WATERS RD, MARIETTA, GA 30066
Address, City, State, Zip Code
404-713-7188 678-494-7844 X226
Telephone Number Fax Number
JOHN MCLAUGHLIN JOHN.MCLAUGHLIN@COBBKIR.ORG
Name of Contact Person E-Mail Address

2. Sopel^{CREEK} Elementary (COBB County)
Company
3320 PAPER MILL RD SE, MARIETTA, GA 30067
Address, City, State, Zip Code
770-916-7085
Telephone Number Fax Number
CHERI VANIMAN CHERI.VANIMAN@COBBKIR.ORG
Name of Contact Person E-Mail Address

3. MCCLURE middle school
Company
3600 Old Stilesboro RD NW, Kennesaw, GA 30152
Address, City, State, Zip Code
678-331-8131
Telephone Number Fax Number
SHERY SEABOLT SHERY.SEABOLT@COBBKIR.ORG
Name of Contact Person E-Mail Address

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

None.

- b. **Addenda Acknowledgement:** The undersigned Bidder hereby acknowledges receipt of the following Addenda

[insert the number and date of each Addendum; if none, insert "None"]:

- c. **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 ninety (90) days after the date of the Bid opening, the undersigned Bidder will execute, within ten (10) days of the date of 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 Architect will assist in obtaining the required permits.

The Bidder agrees that this Bid may not be revoked or withdrawn for a period of ninety (90) days after the date and time of Bid opening, but shall remain open for acceptance for a period of ninety (90) days following Bid opening.

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

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 (if required), 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 (see Attachment A for complete list of requirements):

- (1) Original and two (2) duplicates of this Bid, appropriately marked;

- (2) Subcontractor Listing;
- (3) Corporate Certificate, Entity Certificate or Partnership Certificate (as applicable);
- (4) Noncollusion Affidavit of Prime Bidder
- (5) Preliminary Schedule

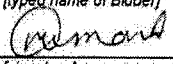
The undersigned Bidder agrees to commence work, as required by the Agreement, upon its receipt of a written Notice-to Proceed from the Owner:

By submission of the Bid, the Bidder represents and warrants that:

- (a) Bidder has read and understands the Bid Documents and this Bid is made in accordance therewith;
- (b) Bidder has read and understands the bidding or proposal documents or contract documents for other portions of this Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Services or Work for which this Bid is submitted;
- (c) this Bid is based upon furnishing all of the Work, including services, supervision, labor coordination, materials, equipment, systems, warranties and other things required by the Bid Documents; and,
- (d) all facts stated in this Bid are true and correct.

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 Contractor 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 Project and is in all respects fair and without collusion or fraud. If successful in its Bid, the Bidder will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner and number, required by the invitation to Bid and applicable laws. The Bidder agrees to abide by all conditions of the Invitation to Bid.

Respectfully submitted,

METRO LED
(typed name of Bidder)
By:  [seal]
RAS UMAMI CFO
(typed name and title)
4224 Northeast Emory Atlanta GA 30340
(address of Bidder)
(888) 533-7860 x109
(business telephone number)
8/2/2018
(date of execution)

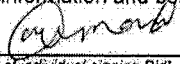
STATE OF Georgia
COUNTY OF DeKalb

Came before me, RAS UMAMI, and after being
(typed name of individual signing Bid)

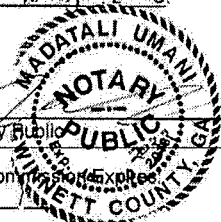
duly sworn, deposes and says that he/she is CFO of
(title)

METRO LED and that all of the foregoing is true and correct to the
(Bidder)

best of his/her information and belief.


(signature of individual signing Bid)

Subscribed and sworn to
before me this 2nd day of
Aug 2018

(seal)

Notary Public
My Commission Expires 11/1/2020
DEKALB COUNTY, GA

ATTACHMENT I: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) (Initial here): Offeror/Bidder warrants that, Offeror/Bidder has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Offeror/Bidder further warrants and agrees Offeror/Bidder shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors/Bidders who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

(c) (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

- 3) (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- 4) (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted

to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

- 5) (Initial here) Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

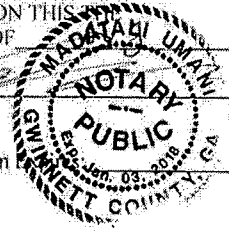
 Signature Date 8/21/2018
818053 User Identification Number 9/30/2014 Date of Authorization

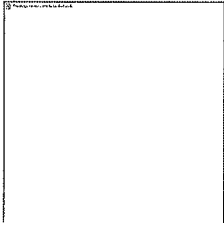
Firm Name: METRO LED
Street/Mailing Address: 4224 Northwest EHY
City, State, Zip Code: DePaville, GA 30340
Telephone Number: 404-867-4940
Email Address: RAJ@METROLED.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS 21 DAY OF , 20 18

 Notary Public

My Commission





Fees Charged
Admin Fee OTC
Per Employee Fee
Prior Year OTC Fee
Late Fee
Credit Card Fees

City of Doraville
3725 Park Ave
Doraville, GA 30340
(770) 451-8745
www.doravillega.us

License #: OCC18-1119
Date Issued: 02/08/2018
Invoice #: 00003800

Occupational Tax Certificate

DBA: METROLED

Legal Business Name: METRO LED, LLC

Owner: MURADALI UMANI

Occupation Type: Sign Manufacturing

NAICS Code: 339950

4224 NORTHEAST EXPY
DORAVILLE, GA 30340

Location

4224 NORTHEAST EXPY
DORAVILLE, GA 30340

Mailing Address

Expires: 12/31/2018
ANNUAL RENEWAL REQUIRED FOR ALL LICENSE TYPES

NON-TRANSFERABLE

MUST BE POSTED IN A VISIBLE LOCATION IN THE BUSINESS ESTABLISHMENT


Authorized Signature

Minimum Fee OTC
Employee Fee
for Year OTC Fee
Le Fee
Credit Card Fees

City of Doraville
3725 Park Ave
Doraville, GA 30340
(770) 451-8745
www.doravillega.us

License #: OCC18-1119
Date Issued: 02/08/2018
Invoice #: 80903800

Occupational Tax Certificate

DBA: METROLED
Legal Business Name: METRO LED, LLC

Owner: MURADALLUMANI

Occupation Type: Sign Manufacturing
NAICS Code: 339950

Location: 4224 NORTHEAST EXPY
DORAVILLE, GA 30340
Mailing Address: 4224 NORTHEAST EXPY
DORAVILLE, GA 30340

Expires: 12/31/2018
ANNUAL RENEWAL REQUIRED FOR ALL LICENSE TYPES

NON-TRANSFERABLE
MUST BE POSTED IN A VISIBLE LOCATION IN THE BUSINESS ESTABLISHMENT

Signature
APPROVED BY: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winder Insurance Center 125 W. Athens St. Winder, GA 30680	CONTACT NAME: Nizar Gilani PHONE (A/C, No., Ext.): FAX (A/C, No.): E-MAIL ADDRESS: gilani.nizar@gmail.com																					
INSURED Metro Led LLC 4224 Northeast Expy Atlanta, GA 30340	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A:</td> <td>Grange Mut Cas Co</td> <td style="text-align: center;">14060</td> </tr> <tr> <td>INSURER B:</td> <td>GRANGE MUTUAL</td> <td style="text-align: center;">GRH</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Grange Mut Cas Co	14060	INSURER B:	GRANGE MUTUAL	GRH	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	GRANGE MUTUAL	GRH																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			BP 2764676	08/09/2018	08/09/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2764563	08/09/2018	08/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ <input checked="" type="checkbox"/> RETENTION \$			CJP 2764700	08/09/2018	08/09/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is Additional Insured

CERTIFICATE HOLDER Ahem Rentals, Inc 1401 Mineral Ave Las Vegas, NV 89106	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Talbot Insurance Services 3473 Satellite Blvd, Suite 114 Duluth, GA 30096	CONTACT NAME: Lawrence Graves	PHONE (INS. No. Ext): (770)497-9400	FAX (AG. No.): (770)813-8535
	E-MAIL ADDRESS: lgraves@talbertservices.com		
INSURED Metro LED Sign & Light LLC 4224 Northeast Expressway Atlanta, GA 30340	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto Owners Insurance		32700
	INSURER B: Auto Owners Insurance		18988
	INSURER C: United Business Insurance Co.		11263
	INSURER D: United States Liability Insurance Co		12537
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00000000-307710 REVISION NUMBER: 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		80896740	09/28/2017	09/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGO \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HELD AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		5097331700	09/28/2017	09/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTIONS		5097331700	09/28/2017	09/28/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below		025000003343116	08/08/2017	08/08/2018	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	EPLI		EPL1663457	04/18/2017	04/18/2018	1,000,000

DESCRIPTION OF OPERATION(S) / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covered Location:
4224 Northeast Expressway
Atlanta, GA 30340.

CERTIFICATE HOLDER Cobb County School District 6975 Cobb International Blvd. Kennesaw, GA, 30152	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (LEG)
--	--

AFFIDAVIT OF MURADALI UMANI

Appeared before me the undersigned officer duly authorized to administer oaths, Muradali Umani, who after being duly sworn, stated as follows:

1.

I am over the age of eighteen and suffer from no mental defect that would impair my ability to testify about the matters in this affidavit.

2.

I was born on November 11, 1978.

3.

I am a citizen of the United States of America.

4.

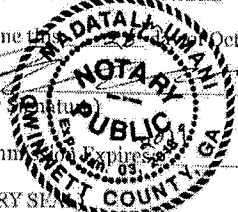
I am also known by my nickname, Raj Umani.

FURTHER AFFLIANT SAYETH NOT.



Muradali Umani

SWORN TO AND SUBSCRIBED
before me this _____ October 2018,
(Notary Signature) _____
My Commission Expires _____
(NOTARY SEAL) _____





GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	METRO LED LLC	Control Number:	10063471
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	4224 Northeast Expressway, Atlanta, GA, 30340, USA	Date of Formation / Registration Date:	9/9/2010
State of Formation:	Georgia	Last Annual Registration Year:	2018

REGISTERED AGENT INFORMATION

Registered Agent Name: **Umani, Muradali**
 Physical Address: **4224 Northeast Expressway, Atlanta, GA, 30340, USA**
 County: **Dekalb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
 Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <http://www.sos.ga.gov/>
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[Report a Problem?](#)

<https://ecorp.sos.ga.gov/BusinessSearch/BusinessInformation?businessId=1562123&businessType=Domestic%20Limited%20Liability%20Company>

1/1

EXHIBIT "C"

NOT APPLICABLE. THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "D"

Daniel E. Drake, P.E.
Interim Chief Operations Officer



Dr. R. Stephen Green
Superintendent

Operations Division - Sam Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084-6705
(678) 676-1320

November 6, 2018

Murdali (Raj) Umani, CFO
Metro LED Sign & Light
4224 Northeast Expressway
Atlanta, GA 30340

RE: Notice of Award – Standard Form of Contract for Services (Non-State Capital Outlay Projects)
Cabinet Sign Replacement
RFQu # 18-752-045
Charge Code: Various

Dear Mr. Umani:

This is to notify you that your bid for the above referenced project has been accepted. Accordingly, the **Standard Form of Contract for Services (Non-State Capital Outlay Projects)** is awarded to **Metro LED Sign & Light** contingent on the following:

- 1) Attached are three (3) original **Standard Form of Contract for Services (Non-State Capital Outlay Projects)** for the above referenced project between the DeKalb County Board of Education and **Metro LED Sign & Light** for your review and execution. All three (3) original contracts must be signed by an officer of the company and returned to this office within five (5) business days of receipt. Upon execution by the DeKalb County Board of Education, one original of the contracts will be returned for your use.
- 2) Presentation of satisfactory Certificate of Insurance in accordance with **Article 17** of the contract. All liability policies shall name the Owner the DeKalb County School District, the DeKalb County School District, as an additional insured.
- 3) A criminal background check must be performed on all **Metro LED Sign & Light** employees, project subcontractors and vendors performing work on the project. Such background checks will be performed by DCSD Public Safety Department at the expense of the individual at a cost of \$45.00 per individual.
- 4) Background checks should be coordinated with Adrein Walker-Brown, Procurement Specialist. Mrs. Walker-Brown may be reached at 678-676-1744 or adrein_walker@dekalbschoolsga.org. **NO ONE ASSIGNED TO THIS PROJECT WILL BE ALLOWED ON THE SITE UNTIL THEY HAVE BEEN CLEARED BY THE DCSD PUBLIC SAFETY DEPARTMENT.**
- 5) **Metro LED Sign & Light** shall provide each of their employees and all subcontracted employees with proper identification. This identification must be worn on the outer garment at all times when on DCSD premises.

Mr. Muradali (Raj) Umani, CFO
Page 2 of 2
November 6, 2018

- 6) The Contract Price shall be based on the unit price per project.
- 7) You are reminded not to begin performance of the work until you receive the written Notice to Proceed. The DeKalb County Board of Education is not liable for costs incurred by Metro LED Sign & Light for work performed prior to the issuance of the Notice to Proceed.
- 8) Upon receipt of the executed contract by Metro LED Sign & Light and acceptable Certificate of Insurance and other documents as outlined above, a Kick-off Meeting will be scheduled by the Project Manager.

We look forward to working with you and the successful completion of this project. If you have any questions concerning this matter, please contact me at (678) 676-1483.

Sincerely,

DeKalb County School District



Belinda Quillet, MSM, CPPB
Procurement Manager

cc: Mr. Daniel Drake, Interim Chief Operations Officer
Mrs. Nikki Marshall, Accounting Department
Dr. Leo Brown, Compliance Specialist
File

www.dekalb.k12.ga.us

EXHIBIT "E"

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-contractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.


818053
EEV/Basic Pilot Program User Identification Number

9/30/2014
~~8/2/2018~~
Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program, please identify the program.

METRO LED
Company Name / Contractor Name

11/14/2018
Date

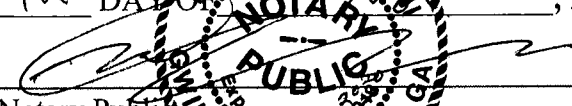

BY: Signature of Authorized Officer or Agent

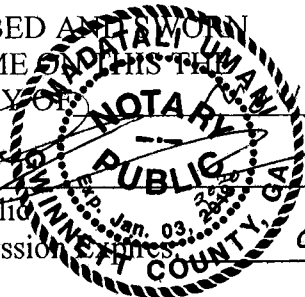
11/14/2018
Date

CEO
Title of Authorized Officer or Agent of Contractor

MURADALI UMAMI
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME AND HIS
14 DAY OF NOVEMBER, 2018


Notary Public
My Commission Expires 01/03/2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winder Insurance Center 125 W. Athens St. Winder, GA 30680	CONTACT NAME: Nizar Gilani	
	PHONE (A/C, No, Ext): 864 430 0084	FAX (A/C, No): (770) 867-1234
E-MAIL ADDRESS: gilaninizar@gmail.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Grange Mut Cas Co		14060
INSURER B: GRANGE MUTUAL		GRH
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

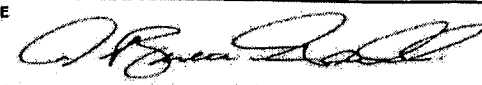
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC: OTHER:			BP-2764676	08/09/2018	08/09/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2764563	08/09/2018	08/09/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP-2764700	08/09/2018	08/09/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Inland Marine			BP-2764676	08/09/2018	08/09/2019	Rented/Leased Equipment	\$250,000 Limit \$1000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Added Insured

CERTIFICATE HOLDER DeKalb County School District 1780 Montreal Rd Tucker, GA 30084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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