

**STANDARD FORM OF CONTRACT**  
**FOR SERVICES**  
**(NON-STATE CAPITAL OUTLAY PROJECTS)**  
**BETWEEN THE**  
**DEKALB COUNTY SCHOOL DISTRICT**  
**AND THE SERVICE CONTRACTOR**

**Service Contractor:** MAXAIR, Inc.  
**Project Name:** HVAC Maintenance and Repair Services  
**Address:** 814 Livingston Court  
Marietta, GA 30067

**ITB No.:** 21-752-011  
**Description** HVAC Maintenance and Repair Services

**Cost Code:** Various General Fund and E-SPLOST Charge Codes

## 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 **MAXAIR, Inc.** (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 **MAXAIR, Inc.** 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. 21-752-011 (**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 January 11, 2021 (**Exhibit C**); and
- e. Notice of Award dated January 27, 2021 (**Exhibit D**).

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and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.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

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

- a. First, by giving preference to the specific provisions of this agreement;
- b. Second, by giving preference to the specific provisions of the ITB attached hereto as **Exhibit A**;
- c. Third, by giving preference to the specific provisions of Service Contractor's

Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit B**, except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration.

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

## ARTICLE 1

### **PARTIES TO THE CONTRACT**

The Owner's address and its contact person are:

DeKalb County Board of Education  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 30084  
Attention: D. Benjamin Estill, II, Chief Operating Officer

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

MAXAIR, Inc.  
814 Livingston Court  
Marietta, GA 30067  
Attention: Justin M. Gary, Vice President

Phone: 770-956-1200  
Email: [jgary@maxairinc.com](mailto:jgary@maxairinc.com)

## ARTICLE 2

### **PROGRAM AND SCOPE OF SERVICES**

2.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program: Provide HVAC maintenance and repair services district-wide.

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: Expertise in providing HVAC maintenance and repair services that include but is not limited to inspect, service, install replacement parts, including but not limited to condensers, compressors, evaporators, chillers, coils, manual and electronic valves, motors, pumps, air registers, diffusers and grilles, controllers and control systems and any other related items associated with HVAC systems to the existing equipment in order to maintain the equipment in proper operating condition. At a minimum, contractor must have a minimum of 5 years of experience performing HVAC maintenance and repair services.

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program: All services shall be provided in accordance with the Proposal documents plus the Appendices and Attachment Package as prepared by DCSD October 15, 2020 and identified in this document as Exhibit A, Addendum No. 1 dated October 26, 2020, Addendum No. 2 dated October 29, 2020 and Addendum No. 3 dated November 5, 2020, all of which are hereby incorporated herein by reference and made a part hereof. All installation services shall be in accordance with DCSD 2020 Vision – Educational Specifications and Design Guidelines, Version 1.4. All work shall be done in a safe manner and comply with all governing regulations concerning safety. Work Authorizations, if any, are to be issued at the sole discretion of DCSD. The maximum amount of work covered by all Work Authorization Agreements entered into shall not exceed \$99,999.99 per project. No minimum amount of work is guaranteed.

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.): All materials that will be required shall be provided in accordance with the Proposal documents as prepared by DCSD dated October 15, 2020.

### **ARTICLE 3**

#### **SCHEDULE**

- 3.1 Service Start Date: Date contract is executed by the last party  
Incremental Service Date(s): N/A  
Final Service Date or Completion Date: Close of current calendar year and each subsequent year that contract is renewed.

### **ARTICLE 4**

#### **COMPENSATION**

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

### **ARTICLE 5**

#### **WORKING RELATIONSHIP**

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

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with

the Owner representative and with the Service Contractor's employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner's representative and with the Service Contractor's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

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

## **ARTICLE 6**

### **INVOICING AND CONTRACT PRICE**

6.1 All invoices shall be as set forth in Exhibit "B."

6.2 Contract Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the Unit Pricing identified in Exhibit B in this contract. The price set forth in this Paragraph 6.2 shall constitute the Contract Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD a minimum of ninety (90) days prior to the expiration date each subsequent year that contract is renewed.

- a. HVAC Maintenance and Repair Services will be requested on an as needed basis as per the unit prices provided in Attachment I included in Exhibit B of this Contract.

## **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 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**

### **DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

9.1 Generally. In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

9.1.1 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.

## **ARTICLE 10**

### **RESPONSIBILITY FOR SERVICES**

10.1 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.

10.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 10.1, 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 10.2 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.

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

10.4 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.

10.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **ARTICLE 11**

### **OWNERSHIP OF WORK PRODUCT**

11.1 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.

11.2 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.

11.3 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 12**

### **ACCOUNTING AND RECORDS**

12.1 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 13**

### **COMPLIANCE WITH LAWS**

13.1 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. DCSD policies are available via the following link:  
[https://simbli.eboardsolutions.com/SB\\_ePolicy/SB\\_PolicyOverview.aspx?S=4054](https://simbli.eboardsolutions.com/SB_ePolicy/SB_PolicyOverview.aspx?S=4054)

#### **ARTICLE 14**

##### **EQUAL EMPLOYMENT OPPORTUNITY**

14.1 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 15**

##### **CONTINGENCY FEES**

15.1 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 16**

##### **SUBCONTRACTORS**

16.1 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.

16.2 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.

16.3 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 17**

**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 18**

**INSURANCE**

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

18.2 The insurance requirements of this Contract are:

<b>Type of Insurance</b>	<b>Coverage Limits</b>
Workers Compensation	\$1,000,000
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

18.3 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 19**

**TERMINATION FOR CAUSE**

19.1 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 20**

### **INDEMNIFICATION**

20.1 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 21**

### **CONTRACT ADMINISTRATION**

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 This Contract shall be governed by the laws of the State of Georgia.

## **ARTICLE 22**

### **FORCE MAJEURE**

22.1 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 23**

### **CAPTIONS**

23.1 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 24**

### **ENTIRE AGREEMENT**

24.1 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 25**

### **MISCELLANEOUS**

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

25.2 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.

25.3 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]

Mrs. Vickie Turner, Chairman

[Printed Name, Title]

By: \_\_\_\_\_

[Signature]

Mrs. Cheryl Watson-Harris

[Printed Name]

Superintendent

[Printed Title]

1701 Mountain Industrial Blvd

Stone Mountain, GA 30083

[Printed Address]

3/1/2021

[Date of Execution]

SERVICE CONTRACTOR:

MAXAIR, Inc.

[Typed Name]

By: \_\_\_\_\_

[Signature]

[SEAL]

Justin Gray

[Printed Name]

PRESIDENT

[Printed Title]

814 Livingston Court

Marietta, GA 30067

[Printed Address]

2/3/21


[Date of Execution]

D. Benjamin Estill, II, Chief Operating Officer

## EXHIBIT "A"

DeKalb County School District  
 HVAC Maintenance and Repair Services  
 October 15, 2020

ITB No. 21-752-011  
 Project # Not Applicable  
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 <p><b>DeKalb County</b> School District</p>	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 (ITB) No. 21-752-011 For HVAC MAINTENANCE AND REPAIR SERVICES

*Owner:* DeKalb County Board of Education (the "Board")  
 Design and Construction Department  
 Sam A. Moss Service Center  
 1780 Montreal Road  
 Tucker, GA 30084-6705

**Solicitation Timeline Summary (Dates are subject to change)**

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	October 15, 2020		<a href="https://www.dekalbschoolsga.gov/wave.net">https://www.dekalbschoolsga.gov/wave.net</a> and <a href="http://www.demandstar.com">www.demandstar.com</a>
<b>Mandatory Pre-Bid Conference</b>	<b>October 27, 2020</b>	<b>11:00 AM</b>	<b>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</b>
Final Questions Due	November 4, 2020	2:00 PM	<a href="mailto:dcsd-op-bidquestion@dekalbschoolsga.org">dcsd-op-bidquestion@dekalbschoolsga.org</a>
Final Addendum	November 11, 2020	2:00 PM	<a href="https://www.dekalbschoolsga.gov/wave.net">https://www.dekalbschoolsga.gov/wave.net</a> and <a href="http://www.demandstar.com">www.demandstar.com</a>
<b>Bid Due Date &amp; Time</b>	<b>November 17, 2020</b>	<b>2:00 PM</b>	<b>Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</b>
<b>Public Bid Opening</b>	<b>November 17, 2020</b>	<b>3:00 PM</b>	<b>TBD</b>
Anticipated Board Review and Approval	January 11, 2021		
Anticipated Notice of Award	January 2021		

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- I. **INSTRUCTIONS TO BIDDERS**
- 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 Vendor Questionnaire (1 page)
- Attachment I Bid Form (3 pages)
- Attachment J Immigration and Security Certification (2 pages)
- Attachment K Suspension and Debarment Certification (1 page)
- Attachment L Bid Delivery Label (1 page)
- Attachment M 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)

I.  
INSTRUCTIONS TO BIDDER

A. EXAMINATION AND ACQUISITION BID DOCUMENTS

Invitation to Bid ("ITB") documents will be available **October 15, 2020**, and may be obtained from the DeKalb County School District website at <http://www.dekalbschoolsga.gov>. This Invitation to Bid is based upon the attached Owner's Criteria and Narrative Scope of Work, which is incorporated herein by reference.

B. MANDATORY PRE-BID CONFERENCE

A mandatory 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 **Tuesday, October 27, 2020**. **Attendance is mandatory.**

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. COMMUNICATIONS WITH DCSD STAFF**

The assigned contact persons for this RFP are Belinda Quillet, Procurement Manager and Angela Arlene-Myrick Procurement Specialist II, for the Operations Division. Mrs. Quillet can be reached at 678-676-1373 or by email at [dcsd-op-bidquestion@dekalbschoolsqa.org](mailto:dcsd-op-bidquestion@dekalbschoolsqa.org). Mrs. Arlene-Myrick can be reached at (678) 676-1554 or by email at [angela\\_arlene-myrick@dekalbschoolsqa.org](mailto:angela_arlene-myrick@dekalbschoolsqa.org). Prospective Respondents must limit their contact regarding this RFP to the assigned contact persons.

**R. PROHIBITED CONTACTS**

Except with the consent of the proposal contact person, all proposers, including any persons affiliated with or in any way related to proposer, are strictly prohibited for contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP, 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 RFP documents, from the date of issuance of the request for proposals until final DeKalb county board of education action of approval of contract award, the proposer 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. Furthermore, no employee, officer, or agent of the DeKalb county board of education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest. Any violation of this restriction may result in the rejection of the proposal response.

**S. QUESTIONS AND ANSWERS**

It is intended that this proposal be adequate for any vendor to respond the DeKalb County School District requirements. However, should proposers have questions, all questions should be submitted electronically via email to Belinda Quillet at [dcsd-op-bidquestion@dekalbschoolsga.org](mailto:dcsd-op-bidquestion@dekalbschoolsga.org). Questions submitted to any other mail box, voice mail or email address will not be considered for response. The deadline for receipt of vendor questions is **Wednesday, November 4, 2020 at 2:00 p.m.** Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the website <https://www.dekalbschoolsga.ionwave.net> no later than **Wednesday, November 11, 2020 at 2:00 p.m.** No response other than written, by the procurement manager, will be binding upon DCSD.

**T. ADDENDA**

It is the vendor's responsibility to check the DCSD Current Solicitations website at <https://www.dekalbschoolsga.ionwave.net> or [www.demandstar.com](http://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 6.2015, 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 1st 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.

**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. Noel Maloof  
   Deputy 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. 21-752-011 for HVAC Maintenance and Repair Services 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-Capital Outlay Services)(20 pages)
Appendix C	Subcontractor Affidavit of Noncollusion (1 page)

**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.**

<b>Owner's Standard Forms:</b>		<b>Include with Bid</b>	<b>Check Box to Confirm Inclusion</b>
Attachment A	Contractor's ITB Checklist (2 pages)	YES	<input type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input 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 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	Vendor Questionnaire (1 page)	YES	<input type="checkbox"/>
Attachment I	Bid Form (3 pages)	YES	<input type="checkbox"/>
Attachment J	Immigration and Security Certification Form (2 pages)	YES	<input type="checkbox"/>
Attachment K	Suspension and Debarment Certification (1 page)	YES	<input type="checkbox"/>
Attachment L	Bid Delivery Label (1 page)	Affix to exterior of package	
Attachment M	No Submittal Response Form (1 page)	N/A	
<b>Other Requirements:</b>		<b>Include with Bid</b>	<b>Check Box to Confirm Inclusion</b>
	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.

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 HVAC Maintenance and Repair Services (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 G: VENDOR REFERENCE FORM**

**VENDOR REFERENCES FOR:**

\_\_\_\_\_ *Insert Company Name*

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

1. \_\_\_\_\_  
Company

\_\_\_\_\_   
Address, City, State, Zip Code

\_\_\_\_\_ Telephone Number      \_\_\_\_\_ Fax Number

\_\_\_\_\_ Name of Contact Person      \_\_\_\_\_ E-Mail Address

2. \_\_\_\_\_  
Company

\_\_\_\_\_   
Address, City, State, Zip Code

\_\_\_\_\_ Telephone Number      \_\_\_\_\_ Fax Number

\_\_\_\_\_ Name of Contact Person      \_\_\_\_\_ E-Mail Address

3. \_\_\_\_\_  
Company

\_\_\_\_\_   
Address, City, State, Zip Code

\_\_\_\_\_ Telephone Number      \_\_\_\_\_ Fax Number

\_\_\_\_\_ Name of Contact Person      \_\_\_\_\_ E-Mail Address

**ATTACHMENT H: VENDOR QUESTIONNAIRE**

Please provide written responses to the following questions. If the answer to any of the questions is 'Yes', Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Office Address that will perform the majority of the work under this ITB: \_\_\_\_\_  
\_\_\_\_\_

Individual that will be primary point of contact for service under this ITB (name/email/phone): \_\_\_\_\_  
\_\_\_\_\_

Number of years in business, providing work detailed in this ITB: \_\_\_\_\_

List all applicable Business and Individual licenses/certifications applicable to the work detailed in this ITB \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has Vendor been declared in default of any contract? If yes, explain by attachment.

Yes \_\_\_\_\_ No \_\_\_\_\_

Has an uncompleted contract been assigned by Vendor's surety company or any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? If yes, explain by attachment.

Yes \_\_\_\_\_ No \_\_\_\_\_

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? If yes, explain by attachment.

Yes \_\_\_\_\_ No \_\_\_\_\_

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? If yes, explain by attachment.

Yes \_\_\_\_\_ No \_\_\_\_\_

Within the next year, does Vendor plan any personnel reductions? If yes, explain by attachment.

Yes \_\_\_\_\_ No \_\_\_\_\_

**ATTACHMENT I: BID FORM STANDARD FORM OF CONTRACT FOR SERVICES**

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

In compliance with your Invitation to Bid and the Bidding Documents, the undersigned Bidder,

\_\_\_\_\_  
*[legal name of Bidder]*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
*[address of Bidder]*

\_\_\_\_\_  
*[telephone number of Bidder]*

\_\_\_\_\_  
*[email address of Bidder]*

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

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

**ITEM 1- HOURLY RATES for HVAC Maintenance and Repair Services:**

SERVICE	HOURLY RATE	OT RATE & WEEKENDS
Journeyman	\$ /Hour	\$ /Hour
Apprentice	\$ /Hour	\$ /Hour
HVAC Helper	\$ /Hour	\$ /Hour

**ITEM 2- COST OF MATERIAL MARK UP:**

% mark-up over list price for materials	%
---	---

**NOT TO EXCEED 15%**

**ITEM 3- EQUIPMENT RENTAL**

% mark-up over list price for equipment	%
---	---

**NOT TO EXCEED 15%**

Materials to be furnished by Contractor shall be at the Contractor's actual cost plus percentage bid, as specified.

Work Authorizations, if any, are to be issued at the sole discretion of the Owner. The maximum amount of work covered by all Work Authorization Agreements entered into pursuant to a contract as a result of this solicitation, shall not exceed **\$99,999.99 per project** and execution of a contract is not a guarantee of a minimum amount. No minimum amount will be guaranteed.

<b>Renewal Rate Increases (if any)</b>	<b>%</b>
Year 1	%
Year 2	%
Year 3	%
Year 4	%

Vendor shall provide overall increase by percentage for all pricing and rates above for years 1 thru 4 of potential contract renewal.

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

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 person signing this bid form must be legally authorized to bind the company.

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  
[Bidder]

to best of his/her information and belief.

\_\_\_\_\_  
[signature of individual signing Bid]

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_/\_\_\_/\_\_\_

## ATTACHMENT J: 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 sub-contractor 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 \_\_\_\_\_

**ATTACHMENT L: BID DELIVERY LABEL**

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**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: **21-752-011**

ITB Title: **HVAC Maintenance and Repair Services**

Due Date/

Time: **November 17, 2020, no later than 2:00 PM**

Submitted by:

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT M: NO SUBMITTAL RESPONSE FORM**

ITB Number: 21-752-011

DCSD Project No.: **Not Applicable**

Title: **HVAC Maintenance and Repair Services**

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.

**Appendix A-Owner's Criteria and Narrative Scope of Work  
HVAC Maintenance and Repair Services**

**1. PURPOSE**

The DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide HVAC Maintenance and Repair Services on an as needed basis for Facilities/Maintenance Department and CIP SPLOST Program. This shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Invitation to Bid (ITB) establishes the minimum requirements for HVAC Contractor. It is the intent of the District to award this contract to a minimum of three (3) vendors.

**Minimum Qualification Requirements:**

To be eligible for award of this project bidders shall:

- A. Provide evidence of a minimum of five (5) years of experience performing HVAC maintenance and repair services.
- B. Provide verifiable client references demonstrating successful completing of a least three (3) HVAC projects of similar scope and performed within the last three (3) years.

**2. GENERAL OVERVIEW/SCOPE OF WORK**

- A. Contractor provided materials shall include all labor, parts and materials necessary to inspect, service, install replacement parts, including but not limited to condensers, compressors, evaporators, chillers, coils, manual and electronic valves, motors, pumps, air registers, diffusers and grilles, controllers and control systems and any other related items associated with HVAC Systems to the existing equipment in order to maintain the equipment in proper operating condition.
- B. In order to reduce downtime to a minimum, if replacement compressors or other parts are not immediately available, then the contractor shall install provisions equipment that is compatible with the unit until the original replacement part under warranty has been delivered. The Contractor will be responsible for obtaining replacement warranty parts at no cost to the DCSD. Prior to replacing any compressors or other parts, Contractors must contact the Manager of Facilities Maintenance or his designated representative.
- C. All units shall have work performed at the site unless by the nature of required repairs it would be necessary to remove a component of the unit or the complete service unit to the Contractor's shop for repairs. If a unit is to be out of service for any reason, the Facilities Maintenance Manager or his designee will be notified and informed of the nature of repairs required. All units out of service shall be electrically disconnected and bear a notice stating that the unit is out of order. All minor repairs will be performed at the unit site.
- D. All maintenance, service and repair work will be coordinated and supervised by the DCSD Manager of Facilities Maintenance, or his designee, a minimum of 24 hours prior to performance of scheduled maintenance work.
- E. Equipment to be completely serviced, maintained and repaired shall include but not be limited to the following:
  - Air Handlers
  - Chillers
  - Water Cooled Condenser Units
  - Cleaning and/or Replacing Units
  - Water Cooled Condensing Units with Cooling Towers and Water Pumps
  - Air Cooled Condensing Units
  - Water Treatment

- Air and/or Water Cooled Package Units
- Thermostats, Controls, Controllers, and CPUS
- Energy Management Control System Components
- Exhaust Fans and Systems

Upon notification each bidder must visit the job site with a representative from the Maintenance or Facility Department. At this time, each contractor will be informed of what the project is and what the problems are. It then will be the contractor's responsibility to develop a scope of work in writing of how the project will be completed and a "not to exceed" cost for labor and equipment, using the cost that was awarded. Also, all materials that will be required must be listed with the actual prices paid plus a **percentage markup not to exceed 15%**.

Work Authorizations, if any, are to be issued at the sole discretion of the Owner. The maximum amount of work covered by all Work Authorization Agreements entered into pursuant to a contract as a result of this solicitation, shall not exceed \$99,999.99 and execution of a contract is not a guarantee of a minimum amount. No minimum amount will be guaranteed.

Services shall be provided on a per project basis upon the issuance of a specific Work Authorization which shall define the scope of the Services for the Project.

**APPENDIX B**  
**STANDARD FORM OF CONTRACT**  
**FOR SERVICES**  
**(NON-STATE CAPITAL OUTLAY PROJECTS)**  
**BETWEEN THE**  
**DEKALB COUNTY SCHOOL DISTRICT**  
**AND THE SERVICE CONTRACTOR**

**Service Contractor:** \_\_\_\_\_  
**Project Name:** HVAC Maintenance and Repair Services  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**ITB No.:** 21-752-011  
**Description:** \_\_\_\_\_  
**Cost Code:** \_\_\_\_\_

## CONTRACT FOR SERVICES

The contract for services, which includes this agreement and the below referenced documents attached as Exhibits (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and \_\_\_\_\_ (the "Service Contractor"). 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 \_\_\_\_\_ 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. Request for Proposal (ITB) No. 21-752-011 (Exhibit A);
- c. The Service Contractor's Proposal to the above-numbered RFP, 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 \_\_\_\_\_ (Exhibit C), and
- e. Notice of Award dated \_\_\_\_\_ (Exhibit D).

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

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

- a. First, by giving preference to the specific provisions of this agreement;
- b. Second, by giving preference to the specific provisions of the RFP 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: Noel Maloof, Deputy Chief Operations Officer  
  
Phone: 678-676-1376  
Fax: 678-676-1475

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

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**ARTICLE 2**

**PROGRAM AND SCOPE OF SERVICES**

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

2.2 The Service Contractor represents to Owner that individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**ARTICLE 3**

**SCHEDULE**

3.1 Service Start Date: Date contract is executed by the last party  
Incremental Service Date(s): N/A  
Final Service Date or Completion Date: Close of current calendar year and each subsequent year that contract is renewed.

**ARTICLE 4**

**COMPENSATION**

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

**ARTICLE 5**

**WORKING RELATIONSHIP**

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

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner representative and with the Service Contractor's employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages,

with the Owner's representative and with the Service Contractor's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

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

## ARTICLE 6

### INVOICING AND CONTRACT PRICE

6.1 All invoices shall be as set forth in Exhibit "B."

6.2 Contract Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the Unit Pricing identified in Exhibit B in this contract. The price set forth in this Paragraph 6.2 shall constitute the Contract Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD a minimum of ninety (90) days prior to the expiration date each subsequent year that contract is renewed.

- a. Electrical Contractor Services will be requested on an as needed basis as per the unit prices provided in Attachment I included in Exhibit B of this Contract.

## 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 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**

**DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

9.1 Generally. In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner.

9.1.1 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.

**ARTICLE 10**

**RESPONSIBILITY FOR SERVICES**

10.1 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.

10.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 10.1, 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 10.2 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.

10.3 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.

10.4 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.

10.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

#### ARTICLE 11

##### OWNERSHIP OF WORK PRODUCT

11.1 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.

11.2 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.

11.3 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 12

##### ACCOUNTING AND RECORDS

12.1 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 13

##### COMPLIANCE WITH LAWS

13.1 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. DCSD policies are available via the following link:  
[https://simbli.eboardsolutions.com/SB\\_ePolicy/SB\\_PolicyOverview.aspx?S=4054](https://simbli.eboardsolutions.com/SB_ePolicy/SB_PolicyOverview.aspx?S=4054)

#### **ARTICLE 14**

##### **EQUAL EMPLOYMENT OPPORTUNITY**

14.1 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 15**

##### **CONTINGENCY FEES**

15.1 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 16**

##### **SUBCONTRACTORS**

16.1 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.

16.2 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.

16.3 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 17**

**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 18**

**INSURANCE**

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

18.2 The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
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

18.3 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 19**

**TERMINATION FOR CAUSE**

19.1 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 20**

**INDEMNIFICATION**

20.1 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 21**

**CONTRACT ADMINISTRATION**

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 This Contract shall be governed by the laws of the State of Georgia.

**ARTICLE 22**

**FORCE MAJEURE**

22.1 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 23**

**CAPTIONS**

23.1 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 24**

**ENTIRE AGREEMENT**

24.1 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 25**

**MISCELLANEOUS**

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

25.2 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.

25.3 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:

SERVICE CONTRACTOR:

DEKALB COUNTY BOARD OF EDUCATION

\_\_\_\_\_  
*Typed Name*

By: \_\_\_\_\_  
*[Signature]*

By: \_\_\_\_\_ [SEAL]  
*[Signature]*

Mr. Marshall Orson, Chairman  
*[Printed Name, Title]*

\_\_\_\_\_  
*[Printed Name]*

By: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Printed Title]*

Mrs. Cheryl Watson-Harris  
*[Printed Name]*

\_\_\_\_\_  
*[Printed Title]*

Superintendent  
*[Printed Title]*

\_\_\_\_\_  
*[Printed Address]*

1701 Mountain Industrial Blvd

Stone Mountain, GA 30083  
*[Printed Address]*

\_\_\_\_\_  
*[Date of Execution]*

\_\_\_\_\_  
*[Date of Execution]*

\_\_\_\_\_  
Noel Maloof, Deputy Chief Operations Officer

EXHIBIT "A"

SAMPLE

EXHIBIT "B"

SAMPLE

12

61

EXHIBIT "C"

SAMPLE

13

62

EXHIBIT "D"

SAMPLE

14

63

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.

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number                      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.

\_\_\_\_\_  
Company Name / Contractor Name                      Date

\_\_\_\_\_  
BY: Signature of Authorized Officer or Agent                      Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

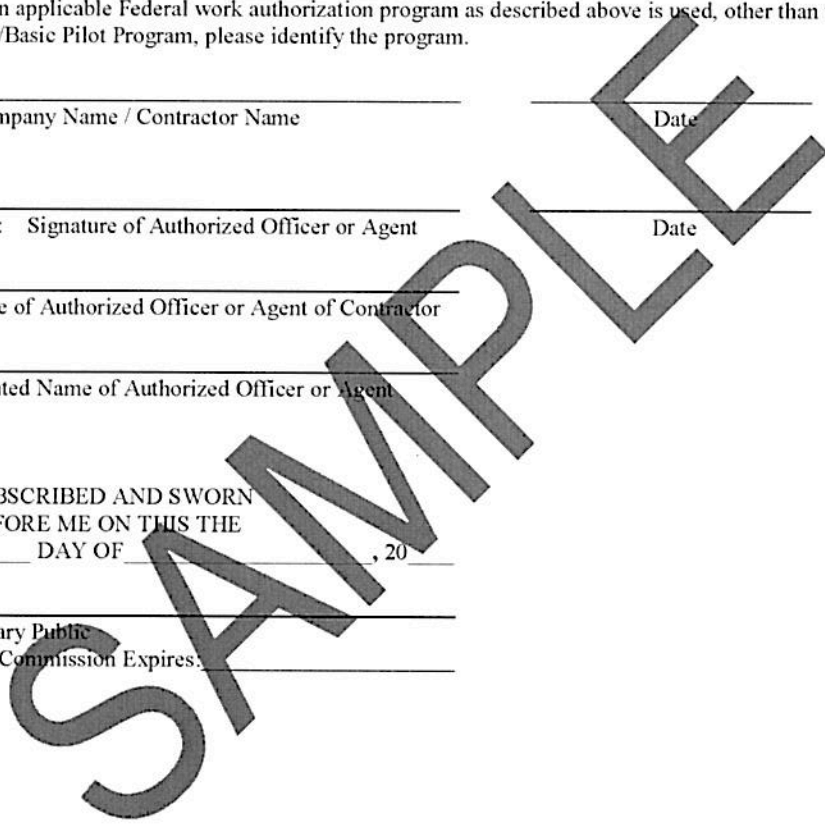


EXHIBIT "F"

SUBCONTRACTOR AFFIDAVIT

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with \_\_\_\_\_ (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor 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 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).

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

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

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

(b) provides Subcontractor 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 Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

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

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

EXHIBIT "G"

**AFFIDAVIT OF EXEMPTION  
(Under O.C.G.A. § 13-10-91(b)(1))**

The undersigned, in connection with a proposed contract or subcontract with the DeKalb County School District for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am exempt under Title 26 or Title 43
- (b) If at any time hereafter I determine that I no longer qualify as exempt under Title 26 or Title 43, then I will:
  - (i.) immediately notify the School District in writing; and
  - (ii.) register with, participate in and use, a federal work authorization program 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; and
  - (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

Signature	Printed Name	Title
-----------	--------------	-------

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

Firm Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ / email: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

END

## EXHIBIT B

DeKalb County School District  
 HVAC Maintenance and Repair Services Project  
 November 5, 2020

ITB No. 21-752-011  
 # Not Applicable  
 Page 15 of 34

### REVISED ATTACHMENT A: CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Invitation to Bid (ITB) No. 21-752-011** for **HVAC Maintenance and Repair Services** containing a full set of documents:

**Owner's Project Specific Information**

Appendix A	Owner's Preliminary Program Narrative (2 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	DCSD 2020 Vision – Educational Specifications and Design Guidelines-Division 9-Finishes (6 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.

<b>Owner's Standard Forms:</b>		<b>Include with Bid</b>	<b>Check Box to Confirm Inclusion</b>
Attachment A	Contractor's ITB Checklist (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or	<input checked="" type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)	B3 as	<input checked="" type="checkbox"/>
Attachment B3	Entity Certificate (1 page)	applicable	<input checked="" 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	Vendor Questionnaire (1 page)	YES	<input checked="" type="checkbox"/>
Attachment I	Bid Form (3 pages)	YES	<input checked="" type="checkbox"/>
Attachment J	Immigration and Security Certification Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment K	Suspension and Debarment Certification (1 page)	YES	<input checked="" type="checkbox"/>
Attachment L	Bid Delivery Label (1 page)	Affix to exterior of package	
Attachment M	No Submittal Response Form (1 page)	N/A	
<b>Other Requirements:</b>		<b>Include with Bid</b>	<b>Check Box to Confirm Inclusion</b>
	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"/>
	Copy of HVAC Contractor License	YES	<input checked="" type="checkbox"/>
	Acknowledgement of ALL addenda (if any) below.	YES	<input checked="" type="checkbox"/>
	Electronic Version of bid documents	YES	<input checked="" type="checkbox"/>

**Revised Attachment A-Revision No. 2**

DeKalb County School District  
HVAC Maintenance and Repair Services Project  
November 5, 2020

ITB No. 21-752-011  
# Not Applicable  
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Indicate **Addenda(s) Nos.** 1 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.

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: Maxair, Inc.

Signature:  Printed Name: Justin M. Gary

Title: Vice President Date: 11/05/2020

Sworn to and subscribed before me this 5th day of November, 2020.

Notary Public:  My commission expires: 11/5/20



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

Revised Attachment A-Revision No. 2

DeKalb County School District  
HVAC Maintenance and Repair Services  
October 15, 2020

ITB No. 21-752-011  
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**ATTACHMENT B1: CORPORATE CERTIFICATE  
(Bids)**

---

STATE OF Georgia  
COUNTY OF Cobb

I, Jonathan Sterling, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid, that Justin M. Gary who signed said bid in behalf of the Contractor was then Vice President 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]

Jonathan Sterling  
[typed name]

Subscribed and sworn to  
before me this 15th day of  
October, 2020.

(SEAL)

  
Notary Public

My Commission Expires:  
3/15/2021



DeKalb County School District  
HVAC Maintenance and Repair Services  
October 15, 2020

ITB No. 21-752-011  
Project # Not Applicable  
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Not Applicable      **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.

DeKalb County School District  
HVAC Maintenance and Repair Services  
October 15, 2020

ITB No. 21-752-011  
Project # Not Applicable  
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Not Applicable

**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 Georgia

COUNTY OF Cobb

COMES NOW, MAXAIR, Inc. ("Bidder"),  
*[name of Bidder]*

appearing by and through Justin M. Gary, its Vice President  
*[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 HVAC Maintenance and Repair Services, (the "Project").

DeKalb County School District  
HVAC Maintenance and Repair Services  
October 15, 2020

ITB No. 21-752-011  
Project # Not Applicable  
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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 19th day of October, 2020

MAXAIR, Inc.  
[insert name of Bidder]

and Justin M. Gary  
[insert name of Individual and Representative Affiant]

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

Vice President  
[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 15th day of October, 2020.

Notary Public: Carole K Horton, commission expires: 3/5/2021  
(SEAL)





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: Justin M. Gary

Firm Name: MAXAIR, Inc.

Date: October 19, 2020

Sworn to and described before me this 19th day of October, 2020

Personally known: yes 

OR Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Notary Public – State of Georgia

My Commission Expires March 5, 2021

Affix Notary Seal Here:



DeKalb County School District  
HVAC Maintenance and Repair Services  
October 15, 2020

ITB No. 21-752-011  
Project # Not Applicable  
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**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 19<sup>th</sup> day of October, 2020.

Justin M. Gary

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

By: MAXAIR, Inc.

Printed name: Justin M. Gary

Printed Title: Vice President

**ATTACHMENT G: VENDOR REFERENCE FORM**

**VENDOR REFERENCES FOR:** MAXAIR, Inc.  
*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. Cobb County Property Management  
Company  
1150 Powder Springs Street, Marietta, GA 30064  
Address, City, State, Zip Code  
770-528-1977   
Telephone Number Fax Number  
Scott Barfield scott.barfield@cobbcounty.org  
Name of Contact Person E-Mail Address
  
2. John Hancock Life Insurance Co  
Company  
3438 Peachtree Rd. Atlanta, GA 30326  
Address, City, State, Zip Code  
404-920-5200   
Telephone Number Fax Number  
David Hunt david\_hunt@hancock.com  
Name of Contact Person E-Mail Address
  
3. Atlanta Public Schools  
Company  
1631 La France Street NE, Atlanta, GA 30307  
Address, City, State, Zip Code  
404-302-3999   
Telephone Number Fax Number  
Roderick Rayner hvacservices@atlanta.k12.ga.us  
Name of Contact Person E-Mail Address

**ATTACHMENT H: VENDOR QUESTIONNAIRE**

Please provide written responses to the following questions. If the answer to any of the questions is 'Yes', Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Office Address that will perform the majority of the work under this ITB: 814 Livingston Court  
Marietta, GA 30067

Individual that will be primary point of contact for service under this ITB (name/email/phone): Misty Blair/  
mistyblair@maxairinc.com/678-215-4032

Number of years in business, providing work detailed in this ITB: 32

List all applicable Business and Individual licenses/certifications applicable to the work detailed in this ITB \_\_\_\_\_  
Licenses/Certifications attached \_\_\_\_\_

Has Vendor been declared in default of any contract? If yes, explain by attachment.  
Yes \_\_\_\_\_ No X

Has an uncompleted contract been assigned by Vendor's surety company or any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? If yes, explain by attachment.  
Yes \_\_\_\_\_ No X

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? If yes, explain by attachment.  
Yes \_\_\_\_\_ No X

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? If yes, explain by attachment.  
Yes \_\_\_\_\_ No X

Within the next year, does Vendor plan any personnel reductions? If yes, explain by attachment.  
Yes \_\_\_\_\_ No X

**ATTACHMENT I: BID FORM STANDARD FORM OF CONTRACT FOR SERVICES**

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

In compliance with your Invitation to Bid and the Bidding Documents, the undersigned Bidder,

\_\_\_\_\_  
 MAXAIR, Inc.  
*[legal name of Bidder]*  
 \_\_\_\_\_  
 814 Livingston Court  
 \_\_\_\_\_  
 Marietta, GA 30067  
*[address of Bidder]*  
 \_\_\_\_\_  
 770-956-1200  
*[telephone number of Bidder]*  
 \_\_\_\_\_  
 jgary@maxairinc.com  
*[email address of Bidder]*

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

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

**ITEM 1- HOURLY RATES for HVAC Maintenance and Repair Services:**

SERVICE	HOURLY RATE	OT RATE & WEEKENDS
Journeyman	\$ 95.00/Hour	\$ 129.60/Hour
Apprentice	\$ n/a /Hour	\$ n/a /Hour
HVAC Helper	\$ n/a /Hour	\$ n/a /Hour

**ITEM 2- COST OF MATERIAL MARK UP:**

% mark-up over list price for materials	15 %
---	------

NOT TO EXCEED 15%

**ITEM 3- EQUIPMENT RENTAL**

% mark-up over list price for equipment	15 %
---	------

NOT TO EXCEED 15%

Materials to be furnished by Contractor shall be at the Contractor's actual cost plus percentage bid, as specified.

Work Authorizations, if any, are to be issued at the sole discretion of the Owner. The maximum amount of work covered by all Work Authorization Agreements entered into pursuant to a contract as a result of this solicitation, shall not exceed **\$99,999.99 per project** and execution of a contract is not a guarantee of a minimum amount. No minimum amount will be guaranteed.

<b>Renewal Rate Increases (if any)</b>	<b>1.5 %</b>
Year 1	1.5 %
Year 2	1.5 %
Year 3	1.5 %
Year 4	1.5 %

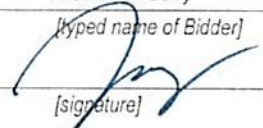
Vendor shall provide overall increase by percentage for all pricing and rates above for years 1 thru 4 of potential contract renewal.

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

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 person signing this bid form must be legally authorized to bind the company.

Respectfully submitted,

Justin M. Gary  
[typed name of Bidder]  
By:  [signature] [seal]  
Justin M. Gary, Vice President  
[typed name and title]  
814 Livingston Court, Marietta, GA 30067  
[address of Bidder]  
(770.) 956-1200  
[business telephone number]  
October 19, 2020  
[date of execution]

STATE OF Georgia

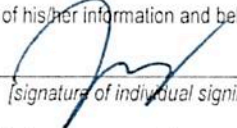
COUNTY OF Cobb

Came before me, Justin M. Gary, and after being  
[typed name of individual signing Bid]

duly sworn, deposes and says that he/she is Vice President of  
[Title]

MAXAIR, Inc. and that all of the foregoing is true and correct  
[Bidder]

to best of his/her information and belief.

  
[signature of individual signing Bid]

Subscribed and sworn to before me this 19th day of October, 2020.

(seal)

  
Notary Public

My Commission Expires:

3/05/2021



## ATTACHMENT J: 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) SA (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) SA (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) SA (Initial here) Offeror/Bidder will not employ or contract with any sub-contractor 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) SA (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) JS (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 <u>JS</u>	October 19, 2020
366543	Date
EEV/Basic Pilot Program	October, 21 2010
User Identification Number	Date of Authorization

Firm Name: MAXAIR, Inc.  
Street/Mailing Address: 814 Livingston Court  
City, State, Zip Code: Marietta, GA 30067  
Telephone Number: 770-956-1200  
Email Address: lgary@maxairinc.com

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
19th DAY OF October, 2020

Carole K Horton  
Notary Public

My Commission Expires: March 5, 2021



**ATTACHMENT K: SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this ITB, the offeror certifies that the proposing 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 offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this ITB, the offeror 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 offeror 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 ITB submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror 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.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official:

Maxcur Inc. / Mandy Blais Date: 10/28/20  
(Offeror Company Name/Certifying Official Signature)

**City of Marietta Business License and Revenue Division**

205 LAWRENCE ST NE \* DRAWER 609 \* MARIETTA GA 30061  
(770) 794 5520



**BUSINESS LICENSE/OCCUPATION TAX CERTIFICATE**  
**PLEASE DISPLAY AT ALL TIMES**  
SUBJECT TO ALL ORDINANCES OF MAYOR AND COUNCIL  
**NOT TRANSFERABLE**

ACCOUNT NUMBER 9940621 1711012

NUMBER 00075841

MAXAIR  
814 LIVINGSTON CT  
MARIETTA GA 30067-8940

FOR YEAR 2020  
EXPIRATION DATE 12/31/20  
BEGIN OPERATION DATE 9/29/17

**NOTIFY THIS OFFICE OF ANY  
CHANGE OF ADDRESS,  
OWNERSHIP, FIRM NAME, OR  
CLASSIFICATION**

OWNER MSHC INC

DESCRIPTION OF SIC CODE

MECHANICAL CONTRACTOR

\$ 8698.00

CLASS 2C

BUSINESS ADDRESS:  
814 LIVINGSTON CT  
MARIETTA GA 30067-8940



TAX \$ 8698.00

PENALTY \$ .00

TOTAL \$ 8698.00

DATE PAID 1/24/20

SIGNED

*Margaret Ferraro*

MARGARET FERRARO



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.  
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.  
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.state.ga.us/plb](http://www.sos.state.ga.us/plb).  
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (478) 207-2440  
Toll Free: (844) 753-7825  
[www.sos.state.ga.us/plb](http://www.sos.state.ga.us/plb)

Jonathan C Sterling  
196 Atlanta Country Club Drive  
Marietta GA 30067





# CERTIFICATE OF LIABILITY INSURANCE

4/1/2021

DATE (MM/DD/YYYY)  
10/20/2020

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).

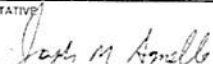
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE: (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
<b>INSURED</b> 1480377 MAXAIR, INC 814 LIVINGSTON CT SE MARIETTA GA 30067	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A - Zurich American Insurance Company NAIC # 16535 INSURER B - The Cincinnati Insurance Company 10677 INSURER C - Greenwich Insurance Company 22322 INSURER D - XL Insurance America, Inc. 24554 INSURER E - Start Indemnity & Liability Company 38318 INSURER F -

**COVERAGES** CERTIFICATE NUMBER: 17067654 REVISION NUMBER: XXXXXXX

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.

INSTR. LTR.	TYPE OF INSURANCE	ADD. SUBR. INSD. KYD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
C	<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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER	Y	Y	RGD300147501	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	RAD943796401	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea. accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	EXS0572000	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	<input checked="" type="checkbox"/> DEF. <input checked="" type="checkbox"/> RETENTION \$ 50			1000586238201	4/1/2020	4/1/2021	\$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD300147601	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> ALL RISK PROP.(INCL.CE) <input checked="" type="checkbox"/> BUILD. RISK <input checked="" type="checkbox"/> EXCESS LIAB.	N	N	CPP 4886518-10	4/1/2020	4/1/2021	CNTS \$1,500,000; BI- \$1,000,000
A				MHR 8720650-00	4/1/2020	4/1/2021	\$2,500,000 PER OCCUR
E				1000586238201	4/1/2020	4/1/2021	\$5,000,000 XS \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: INSURED'S WORK SERVICES, DEKALB COUNTY SCHOOL DISTRICT AND DEKALB COUNTY BOARD OF EDUCATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, BOARD MEMBERS, OFFICIALS, AGENTS, SUBCONTRACTORS, CONSULTANTS, EMPLOYEES ARE ADDITIONAL INSURED FOR GENERAL LIABILITY, AUTO LIABILITY, WAIVER OF SUBROGATION FOR GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMPENSATION; NOTICE OF CANCELLATION; PER ATTACHED ENDORSEMENTS.

<b>CERTIFICATE HOLDER</b> 17067654 DEKALB COUNTY SCHOOL DISTRICT 1780 MONTREAL ROAD TUCKER GA 30084	<b>CANCELLATION</b> See Attachments 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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POLICY NUMBER: RGD300147501 COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)**

**Or Organization(s) Location(s) Of Covered Operations**

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

All Locations as required per written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: RGD300147501 COMMERCIAL GENERAL LIABILITY

CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)

Or Organization(s) Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance, whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

All Locations as required per written contract.

POLICY NUMBER:  
RGD300147501

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT, EFFECTIVE 4/1/2020 FORMS A PART OF POLICY NO. RGD300147501  
ISSUED TO SERVICE LOGIC HOLDINGS LP  
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

IN THE EVENT COVERAGE IS CANCELLED FOR ANY STATUTORILY PERMITTED REASON,  
OTHER THAN NONPAYMENT OF PREMIUM, ADVANCED WRITTEN NOTICE WILL BE MAILED OR  
DELIVERED TO PERSON(S) OR ENTITY(IES) ACCORDING TO THE NOTIFICATION SCHEDULE  
SHOWN BELOW:

NAME OF THE PERSON(S) OR ENTITY(IES) & MAILING ADDRESS:	NUMBER OF DAYS ADVANCED NOTICE OF CANCELLATION:
Per the most current schedule maintained by Lockton Companies, LLC and furnished to AXA XL no less than 75 days prior to the effective date of the cancellation.	60

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

IXI 405 0910

POLICY NUMBER: RAD943796401 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SERVICE LOGIC HOLDINGS, LP

Endorsement Effective Date: April 1, 2020

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization where required by written contract provided that information required to complete this Schedule, if not shown above, will be shown in the Declarations. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I Covered Autos Coverages of the Auto Dealers

Coverage Form.

POLICY NUMBER: RAD943796401  
CA 04 44 10 13

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS  
COVERAGES FORM  
BUSINESS AUTO  
COVERAGES FORM MOTOR  
CARRIER COVERAGES  
FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MAXAIR, INC

Endorsement Effective Date: 4/1/2020

Schedule

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Attachment Code: D507309 Certificate ID: 17067654

**CA 04 44 10 13**

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 4/1/2020 forms a part of Policy No. RAD943796401 issued to SERVICE LOGIC HOLDINGS, LP

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Lockton Companies, LLC and Furnished to AXA XL no less than 75 days prior to the effective date of cancellation.		60

All other terms and conditions of the Policy remain unchanged.

Policy Number: RWD300147601

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

The information below is required only when this endorsement is issued subsequent to preparation of the of the policy.

Insured: Service Logic Holdings GP, LLC

Insurance Company: XL Insurance America, Inc.

WC 00 03 13  
(ED. 4-84)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 99 06 57  
(Ed. 12/10)**

**ENDORSEMENT #**

This endorsement, effective 4/1/2020 forms a part of Policy No. RWD300147601 issued to Service Logic Holdings LP by XL Insurance America, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:

Per the most current schedule maintained by Lockton Companies, LLC and furnished to AXA XL no less than 75 days prior to the effective date of cancellation.

Mailing Address:

Number of Days Advanced Notice of Cancellation:

60

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2020

Insured: Service Logic Holdings LP

Insurance Company: XL Insurance America, Inc.

WC 99 06 57 - Ed. 12/10

EXHIBIT "C"



Robert R. Freeman Administrative Complex  
1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Noel Maloof, Deputy Chief Operations Officer  
Division of Operations

FROM: Mrs. Cheryl L. Watson-Harris, Superintendent  
Office of the Superintendent

DATE: January 11, 2021

RE: ITB 21-752-011 HVAC Maintenance and Repair Services Contract Award Approval

At its business meeting on Monday, January 11, 2021, the DeKalb Board of Education approved the award of ITB 21-752-011 HVAC Maintenance and Repair Services to Kero Building Solution, LLC, Inc.; MAXAIR, Inc.; Mechanical Services, Inc.; and Sluss and Padgett, Inc. the lowest responsive, responsible bidders in accordance with the Invitation to Bid documents and contract obligations identified therein, for a not to exceed amount collectively of \$1,500,000.

Please take the appropriate action to affect this directive of the Board.

CWH:am

c: Ms. Carla Smith, Purchasing Manager, Purchasing Department, Division of Finance  
Ms. Phyllis Jones, Buyer, Purchasing Department, Division of Finance

EXHIBIT "D" 102



Operations

January 27, 2021

Mr. Justin M. Gary, Vice-President  
MAXAIR, Inc.  
814 Livingston Court  
Marietta, GA 30067

**RE: Notice of Award – HVAC Maintenance and Repair Services – ITB No. 21-752-010**

Dear Mr. Gary:

This is to notify you that your proposal for the above referenced project has been accepted. Accordingly, the Fixed Price Service Contract is awarded to MAXAIR, Inc. contingent on the following:

- 1) Attached are two (2) original Standard Form of Contract for Services for the above referenced project between the DeKalb County Board of Education and MAXAIR, Inc. for your review and execution. Both 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 18 of the contract. All liability policies shall name the Owner, the DeKalb County School District and the DeKalb County Board of Education as an additional insured.
- 3) A criminal background check must be performed on all MAXAIR, Inc. employees, project subcontractors and vendors performing work under this contract. 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 Angela Arlene-Myrick, Procurement Specialist. Mrs. Myrick may be reached at 678-676-1554 or [angela\\_arlene-myrick@dekalbschoolsga.org](mailto:angela_arlene-myrick@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) MAXAIR, Inc. shall provide each of their employees and all subcontracted employees with proper identification issued by DCSD Public Safety Department. This identification must be worn on the outer garment at all times when on DCSD premises.

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Sam A. Moss Service Center  
1780 Montreal Road | Tucker, Georgia 30084  
678.676.1320 | [www.dekalbschoolsga.org](http://www.dekalbschoolsga.org)

**MAXAIR, Inc.**  
**Page 2 of 2**

- 6) 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 **MAXAIR, Inc.** for work performed prior to the issuance of the Notice to Proceed.
- 7) Upon receipt of the executed contract by **MAXAIR, Inc.** and an acceptable Certificate of Insurance 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) 676-1373.

Sincerely,

**DeKalb County School District**

*Belinda Quillet*

Belinda Quillet  
Procurement Manager

cc: Mr. D. Benjamin Estill, II, Chief Operating Officer  
Mr. Bobby Moncrief, Director of Facilities  
Mrs. Nikki Marshall, Accounting Department

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Sam A. Moss Service Center  
1780 Montreal Road | Tucker, Georgia 30084  
678.676.1320 | [www.dekalbschoolsga.org](http://www.dekalbschoolsga.org)

## 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.

366543  
EEV/Basic Pilot Program User Identification Number

10-21-2010  
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.

Maxair Mechanical  
Company Name / Contractor Name

2-3-2021  
Date

[Signature]  
BY: Signature of Authorized Officer or Agent

2-3-2021  
Date

President  
Title of Authorized Officer or Agent of Contractor

Justin Gary  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
3rd DAY OF February, 2021

[Signature]  
Notary Public  
My Commission Expires: March 5, 2021



EXHIBIT "F"

SUBCONTRACTOR AFFIDAVIT

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with Maxair Mechanical (name of Contractor), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor 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 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).

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

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

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

(b) provides Subcontractor 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 Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

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

\_\_\_\_\_  
EEV/Basic Pilot Program User Identification Number

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT "G"

AFFIDAVIT OF EXEMPTION  
(Under O.C.G.A. § 13-10-91(b)(1))

The undersigned, in connection with a proposed contract or subcontract with the DeKalb County School District for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am exempt under Title 26 or Title 43
- (b) If at any time hereafter I determine that I no longer qualify as exempt under Title 26 or Title 43, then I will:
  - (i.) immediately notify the School District in writing; and
  - (ii.) register with, participate in and use, a federal work authorization program 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; and
  - (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

 / Justin Gary President  
 Signature Printed Name Title

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

Firm Name: Maxair Mechanical

Street/Mailing Address: 814 Livingston Court

City, State, Zip Code: Marietta, GA 30067

Telephone Number: 770-956-1200 / email: jpgary@maxairmech.com

Sworn to and subscribed before me this 3rd day of Feb, 2021

Carole K Horton  
Notary Public

My Commission Expires: March 5, 2021

END





# CERTIFICATE OF LIABILITY INSURANCE

4/1/2021

DATE (MM/DD/YYYY)  
10/20/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : The Cincinnati Insurance Company		10677
INSURER C : Greenwich Insurance Company		22322
INSURER D : XL Insurance America, Inc.		24554
INSURER E : Starr Indemnity & Liability Company		38318
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 17067654 REVISION NUMBER: XXXXXXXX

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
C	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	RGD300147501	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	RAD943796401	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	EXS0572000	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
E	DED <input checked="" type="checkbox"/> RETENTION \$ 50			1000586238201	4/1/2020	4/1/2021	\$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD300147601	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ALL RISK PROP.(INCL.CE)	N	N	CPP 4886518-10	4/1/2020	4/1/2021	CNTS \$1,500,000; BI: \$1,000,000
A	BUILD RISK			MBR 8720650-00	4/1/2020	4/1/2021	\$2,500,000 PER OCCUR
E	EXCESS LIAB.			1000586238201	4/1/2020	4/1/2021	\$5,000,000 XS \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: INSURED'S WORK/SERVICES; DEKALB COUNTY SCHOOL DISTRICT AND DEKALB COUNTY BOARD OF EDUCATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, BOARD MEMBERS, OFFICIALS, AGENTS, SUBCONTRACTORS, CONSULTANTS, EMPLOYEES ARE ADDITIONAL INSUREDS FOR GENERAL LIABILITY, AUTO LIABILITY; WAIVER OF SUBROGATION FOR GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMPENSATION; NOTICE OF CANCELLATION; PER ATTACHED ENDORSEMENTS.

CERTIFICATE HOLDER 17067654 DEKALB COUNTY SCHOOL DISTRICT 1780 MONTREAL ROAD TUCKER GA 30084	CANCELLATION See Attachments  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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POLICY NUMBER: RGD300147501 COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)

Or Organization(s) Location(s) Of Covered Operations

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

All Locations as required per written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: RGD300147501 COMMERCIAL GENERAL LIABILITY

CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s)

Or Organization(s) Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to

### Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

All Locations as required per written contract.

POLICY NUMBER:  
RGD300147501

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT, EFFECTIVE 4/1/2020 FORMS A PART OF POLICY NO. RGD300147501  
ISSUED TO SERVICE LOGIC HOLDINGS LP  
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

IN THE EVENT COVERAGE IS CANCELLED FOR ANY STATUTORILY PERMITTED REASON,  
OTHER THAN NONPAYMENT OF PREMIUM, ADVANCED WRITTEN NOTICE WILL BE MAILED OR  
DELIVERED TO PERSON(S) OR ENTITY(IES) ACCORDING TO THE NOTIFICATION SCHEDULE  
SHOWN BELOW:

NAME OF THE PERSON(S) OR ENTITY(IES) & MAILING ADDRESS:	NUMBER OF DAYS ADVANCED NOTICE OF CANCELLATION:
Per the most current schedule maintained by Lockton Companies, LLC and furnished to AXA XL no less than 75 days prior to the effective date of the cancellation.	60

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

IXI 405 0910

Attachment Code: D581757 Certificate ID: 17067654

POLICY NUMBER: RAD943796401 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SERVICE LOGIC HOLDINGS, LP

Endorsement Effective Date: April 1, 2020

### SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization where required by written contract provided that information required to complete this Schedule, if not shown above, will be shown in the Declarations. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I Covered Autos Coverages of the Auto Dealers

Coverage Form.

POLICY NUMBER: RAD943796401  
CA 04 44 10 13

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS  
COVERAGE FORM  
BUSINESS AUTO  
COVERAGE FORM MOTOR  
CARRIER COVERAGE  
FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MAXAIR, INC

Endorsement Effective Date: 4/1/2020

**Schedule**

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Attachment Code: D507309 Certificate ID: 17067654

CA 04 44 10 13

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 4/1/2020 forms a part of Policy No. RAD943796401 issued to SERVICE LOGIC HOLDINGS, LP

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Lockton Companies, LLC and Furnished to AXA XL no less than 75 days prior to the effective date of cancellation.		60

All other terms and conditions of the Policy remain unchanged.

Policy Number: RWD300147601

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

The information below is required only when this endorsement is issued subsequent to preparation of the of the policy.

Insured: Service Logic Holdings GP, LLC

Insurance Company: XL Insurance America, Inc.

WC 00 03 13  
(ED. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 57  
(Ed. 12/10)

**ENDORSEMENT #**

This endorsement, effective 4/1/2020 forms a part of Policy No. RWD300147601 issued to Service Logic Holdings LP by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:

Per the most current schedule maintained by Lockton Companies, LLC and furnished to AXA XL no less than 75 days prior to the effective date of cancellation.

Mailing Address:

Number of Days Advanced Notice of Cancellation:

60

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2020

Insured: Service Logic Holdings LP

Insurance Company: XL Insurance America, Inc.

WC 99 06 57 - Ed. 12/10

Attachment Code: D562120 Certificate ID: 17067654