

**SERVICE AGREEMENT  
BETWEEN THE  
DEKALB COUNTY SCHOOL DISTRICT  
AND  
DAF CONCRETE, INC.**

**Service Provider: DAF Concrete, Inc.**

**Service Provider Address: 212 Hicks Drive  
Marietta, GA 30060**

**ITB No.: 24-548**

**Description: Asphalt, Paving, Striping and Overlay**

**THIS SERVICES AGREEMENT** and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the **DeKalb County School District** (hereinafter the "DCSD") whose address is **1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083** and **DAF Concrete, Inc.** (hereinafter the "Service Provider") whose physical address is **212 Hicks Drive, Marietta, GA 30339**. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

**WHEREAS**, DCSD desires to retain the services of a competent and qualified service provider to provide Asphalt, Paving, Striping and Overlay Services; and

**WHEREAS**, the DCSD has solicited for these services via an advertised invitation to bid and has received responsive submittals thereto; and

**WHEREAS**, after review and consideration of all responsive submittals, DCSD intends to engage the Service Provider to provide Asphalt, Paving, Striping and Overlay Services and;

**WHEREAS**, the Service Provider remains agreeable to provide Asphalt, Paving, Striping and Overlay Services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Invitation to Bid (ITB) No. **24-548 (Exhibit A)**;
- c. The Service Provider's Submittal 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 Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; **(Exhibit B)**;
- d. Board Directive originally dated **February 12, 2024 (Exhibit C)**;
- e. Notice of Award dated **February 23, 2024 (Exhibit D)**; and
- f. Board Directive for First Renewal dated **January 13, 2025 (Exhibit E)**.

This Service Agreement together with the aforementioned exhibits collectively forms the Service Agreement. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD 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 Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service 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 Provider's Submittal,

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 Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

## ARTICLE 1

### PARTIES TO THE SERVICE AGREEMENT

The DCSD's address and its contact person are:

DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

Attention: Ms. Carla Smith, Vendor Services Executive Director  
Phone: 678-676-0133

Email : Carla\_1\_Smith@dekalbschoolsga.org

With a copy to:

DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

Attention: Dr. Devon Q. Horton, Superintendent

The Service Provider's contact information is:

Company Name: DAF Concrete, Inc.

Address: 212 Hicks Drive  
Marietta, GA 30339

Contact Person: Antonio Sanchez  
Title: President  
Phone: 770-629-4036  
Email: daf\_concrete\_inc@yahoo.com

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

## ARTICLE 2

### DURATION OF AGREEMENT

2.1 **Agreement Term.** The term of this Service Agreement shall commence on February 12, 2024 (hereinafter the "Effective Date"). The performance period for this Service Agreement shall terminate on exactly one (1) year from the Effective Date.

2.2 **Agreement Renewal.** In addition to the base period, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. DCSD has exercised Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD 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 DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein. Any respective obligations of Service Provider or DCSD hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), it is agreed and understood that the Board of Education of DeKalb County has established a not-to-exceed amount for all Work to be performed under ITB 24-548. It is further agreed and understood that no work under this Agreement shall be authorized at such time that the spend under the ITB exceeds the total authorized not-to-exceed amount pursuant to the ITB. No work shall commence under this Agreement until the Service Provider receives express written authorization from DCSD to commence its work to include a statement of estimated costs and date of completion of the subject work.

## ARTICLE 3

### SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Invitation to Bid 24-548, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of ITB 24-548, to include the Service Provider's final responsive submittal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

## ARTICLE 4

### COMPENSATION

4.1 The Service Provider agrees that the total compensation for the initial term under this Service Agreement shall not to exceed the amount as set forth in Exhibit "C". The Service Provider agrees that the total compensation for the first renewal under this Service Agreement shall not exceed the amount as set forth in Exhibit "E". There shall be no add-on charges of any kind unless otherwise approved in writing by DCSD.

## ARTICLE 5

### WORKING RELATIONSHIP

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

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

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors.

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

## ARTICLE 6

### INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Service Provider's timely performance of its obligations hereunder the fixed price listed in Exhibit "B". The price set forth in Exhibit "B" shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Such modification may only be made once per year and shall only become effective upon the renewal of the Agreement at the start of the subsequent year. Any such proposed price escalation /de-escalation must be presented in writing to DCSD, for approval, with substantiating proof to DCSD a minimum of ninety (90) days prior to taking effect.

## ARTICLE 7

### **CANCELLATION OR TERMINATION BY DCSD**

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

## ARTICLE 8

### **INDEPENDENT CONTRACTOR**

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider'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 Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Services 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 Provider shall use any tobacco product while at any Services site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. (“ACA”), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

## **ARTICLE 9**

### **RESPONSIBILITY FOR SERVICES**

9.1 In the performance of this Agreement, the Service Provider 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. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Agreement, and Contract. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider’s own expense, any errors in the Services.

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

9.3 Service Provider warrants that any goods to be produced to or delivered to Owner during the course and scope of work for these Services will be of merchantable quality, free from defects in materials and workmanship.

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

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **ARTICLE 10**

### **OWNERSHIP OF WORK PRODUCT**

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested that is solely designed for DCSD by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

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

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

## **ARTICLE 11**

### **ACCOUNTING AND RECORDS**

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of seven (7) years after completion of Services provided under this Service Agreement.

## **ARTICLE 12**

### **COMPLIANCE WITH LAWS**

12.1 The Service Provider 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 Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

### **ARTICLE 13**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

13.1 The Service Provider 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 Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **ARTICLE 14**

#### **CONTINGENCY FEES**

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, 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 Service Agreement or any other contract with the DCSD.

### **ARTICLE 15**

#### **SUBCONTRACTORS**

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

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to DCSD 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 Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

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

**ARTICLE 16**

**SUCCESSORS AND ASSIGNS**

16.1 The Service Provider 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 DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

**ARTICLE 17**

**INSURANCE**

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD 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 DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Contract are:

<b>Type of Insurance</b>	<b>Coverage Limits</b>
Workers Compensation	Statutory Limits, Employer's Liability - \$1,000,000.00
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
Professional Liability	\$2,000,000 per claim
Umbrella or Excess Insurance	\$2,000,000 annual aggregate \$1,000,000 per occurrence

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD 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.

17.5 Certificates of Insurance must be executed with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
- (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
- (c) Certificates are to be issued to:  
DeKalb County School District  
DeKalb County Board of Education  
1701 Mountain Industrial Blvd.  
Stone Mountain, GA 30083  
Attention: Risk Management Department
- (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the DCSD.
- (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

### **ARTICLE 18**

#### **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

### **ARTICLE 19**

#### **TERMINATION FOR CAUSE**

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

### **ARTICLE 20**

#### **INDEMNIFICATION**

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") 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, or financial loss, 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 Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement.

Notwithstanding anything to the contrary in this Agreement, Service Provider shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of DCSD.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of Service Provider's negligent performance under this Agreement.

## **ARTICLE 21**

### **AGREEMENT ADMINISTRATION**

21.1 DCSD and the Service Provider 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 Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

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

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, 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 Provider and the DCSD 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 Service Agreement shall be governed by the laws of the State of Georgia.

## **ARTICLE 22**

### **PUBLIC RECORDS**

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

## **ARTICLE 23**

### **FORCE MAJEURE**

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement 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 24**

**CAPTIONS**

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

**ARTICLE 25**

**ENTIRE SERVICE AGREEMENT**

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

**ARTICLE 26**

**MISCELLANEOUS**

26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term “day” shall mean calendar day.

26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The DCSD and Service Provider 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 Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement 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 Service 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 Services 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.

26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

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

26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Service Provider, 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 Service Provider. Additionally, any charges against the Service Provider, or personnel, 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 personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

*[signature page follows]*

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

**OWNER:**

DEKALB COUNTY SCHOOL DISTRICT

By: *Devon Q. Horton*  
[Signature]

Dr. Devon Q. Horton, Superintendent  
[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

09/10/2025  
[Date of Execution]

**VENDOR:**

DAF CONCRETE, INC..  
[Typed Name]

By: *Antonio Sanchez*  
[Signature]

Antonio Sanchez - President  
[Printed Name, Title]

212 Hicks Drive

Marietta, GA 30339  
[Printed Address]

08/27/2025  
[Date of Execution]

**EXHIBIT "A"**



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

<https://dekalbschoolsqa.ionwave.net/Login.aspx>

**INVITATION TO BID**

**BID NO. 24-548** **DATE: 04-20-2023**

**FOR: ASPHALT, PAVING, STRIPING & OVERLAY**  
**ALL PRICES TO BE F.O.B. DESTINATION WITH FREIGHT PREPAID TO:**

**Various DeKalb County School District Locations**

**BID RESPONSES MUST BE RECEIVED VIA IONWAVE:**  
**VIRTUAL SESSION: 10:00 AM, Wednesday, May 3, 2023**  
**BID SUBMISSION DEADLINE TIME 2:00 PM, Tuesday, May 23, 2023**  
**VIRTUAL PUBLIC BID OPENING 3:00 PM, Tuesday, May 23, 2023**

**BIDS TO BE OPENED VIRTUALLY: Beginning 3:00 PM, Tuesday, May 23, 2023**  
**Via Microsoft Teams**

DeKalb County School District – Vendor Services  
1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083-1027

**BIDS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED**

**DeKalb County School District Bid Contact Person:**  
**Carla Smith, Vendor Services Executive Director**  
**(678) 676- 0120 and/or email at [solicitationquestions@dekalbschoolsqa.org](mailto:solicitationquestions@dekalbschoolsqa.org)**

**THE PERSON SIGNING THIS BID MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY.**

COMPANY NAME _____	PRINT CERTIFYING COMPANY OFFICIAL'S NAME _____
ADDRESS _____	CERTIFYING COMPANY OFFICIAL'S SIGNATURE _____
_____	TITLE OF CERTIFYING COMPANY OFFICIAL _____
AREA CODE, TELEPHONE NO., AND EXTENSION _____	COMPANY FEDERAL I.D. NUMBER _____
COMPANY FAX NUMBER _____	DATE _____
COMPANY OFFICIAL'S E-MAIL ADDRESS _____	COMPANY WEB PAGE URL _____

DeKalb County School District ("DCSD") extends this offer to submit a bid for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

Bid submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

**Time is of the Essence**

Award criteria includes the most accommodating delivery dates as determined by DCSD. Specify your earliest \_\_\_\_\_ and latest \_\_\_\_\_ delivery or service commencement delivery dates after receipt of the purchase order.

**Virtual Session**

The DeKalb County School District Vendor Services department is hosting a virtual session on how to register and submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on Wednesday, May 3, 2023, at 11:00AM EST. Those who would like to attend the virtual session, please register no later than Tuesday, May 2, 2023, by 4:00PM EST, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Please enter "VIRTUAL SESSION – ITB 24-548, Asphalt, Paving, Striping & Overlay" in the subject line of your email. An invitation will be sent to those participants no later than Wednesday, May 3, 2023 by 10:00AM EST. Attendance is not mandatory

**Virtual Public Bid Opening**

The public bid opening will be held virtually through Microsoft Teams on Tuesday, May 23, 2023 at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, May 22, 2023 by 4:00PM EST, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Please enter "Public Bid Opening – Bid No. 24-548, "Asphalt, Paving, Striping & Overlay" in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, May 23, 2023 by 10:00AM EST.

**Bid Prices**

**Upload this documentation under the Response Attachment tab via IonWave titled "BID PRICES"**

I hereby certify that the cost(s) included in this bid are accurate and binding for ninety (90) days from the Invitation to Bid opening date. If an award is not made within ninety (90) days, it shall be incumbent upon the bidder to notify DCSD in writing if it does not want its bid submittal considered further. Failure to notify the DCSD shall mean that the bid submitted remains valid until award, even if beyond ninety (90) days.

I further certify that the proposed cost(s) are accurate and reflect any applicable discounts and that the company which I represent shall deliver the goods and/or services for this amount. I also agree that no extra cost or payments to any entity, including bidder, will be allowed for any miscalculation, deficiency or difference later discovered.

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(Company Name / Certifying Official Signature)

**Price Provision**

This is a term contract from August 1, 2023, through June 30, 2024, with a price escalation/de-escalation provision at renewal/extension time. Bid prices will be firm from August 1, 2023, through June 30, 2024.

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Actual price(s) bid must be based on current manufacturer's price to the bidder plus bidder mark-up and consistent with market indices. Price changes (up or down) by the supplier will be allowed only at the **renewal anniversary** and shall be based on the percentage change of the manufacturer's cost to the supplier. Only one (1) price change will be allowed during any 12-month period and at the **renewal anniversary**, commencing with **July 1, 2024** (the renewal date), on any individual product or service included in this bid.

The bidder must supply the Purchasing Department of the DCSD with written proof from the manufacturer when and if price changes occur. The written notification from the manufacturer (for DCSD) shall specify actual dollar changes or shall specify the price changes as a percentage.

The bidder shall provide the Purchasing Department of the DCSD a minimum of thirty (30) day notice before price changes take effect.

DCSD is not obligated to accept price escalations/de-escalations and reserves the right to negotiate with the next lowest bidder.

**Renewal Options**

DCSD reserves the right to extend this bid contract prior to the bid contract end date of **June 30, 2024** for up to four (4) years through **June 30, 2028**.

**Compliance with Specifications**

Bidder must indicate below whether or not this bid is in complete compliance with the stated specifications. If there are any deviations from the specifications, the bidder must indicate in writing what the deviations are and must submit with the bid a complete descriptive literature on the actual items bid. Attach and label additional sheets if necessary.

- Bid is in complete compliance with bid specifications.
- Bid deviates from stated specifications as follows:

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**Proposed Alternatives/Comparables/Equivalents**

If bidding an alternate/comparable/equivalent, specify below the product being bid, and attach fully descriptive literature. **FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE WILL CAUSE THIS BID TO BE NON-RESPONSIVE AND REJECTED.** DCSD reserves the right to have an onsite viewing and demonstration of any alternates. DCSD will determine whether an alternate is acceptable, and the decision of DCSD will be final.

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**References**

Bidder shall provide a minimum of **two (2)** client references, which are comparable to DCSD, and for whom 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 on page 28. References must be uploaded via the Response Attachments tab on IonWave. Upload this documentation under the **Response Attachment** tab via IonWave titled "**REFERENCES.**"

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**Brochures, Catalogs, Manuals, Websites, Literature**

In addition to the formal response to this bid, all bidders are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVDs and any other marketing and informational media which will support and enhance their submission value. Upload this documentation under the Response Attachment tab via IonWave titled "LITERATURE".

**Added Value**

Bidders are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSD in their bid responses. Upload this documentation under the Response Attachment tab via IonWave titled "ADDED VALUE."

**Illegal Immigration Reform and Enforcement Act of 2011**

Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION."

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 (i.e., public works contracts). The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.

Bidders must complete and/or have their subcontractors complete the following forms:

- 1) Immigration and Security Certification
- 2) Bidder E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only)
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages **26-31** of this solicitation document. The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

\_\_\_\_ Please check here if the Illegal Immigration and Reform Act of 2011 does not apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit found on pages **29-31**. Please be advised that pages **26-29** must still be completed.

Signature of Engaging Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(Company Name / Certifying Official Signature)

**Financial Statements/Stability**

Bidder shall provide a copy of their company's annual financial statements for the previous two (2) years – 2021 and 2022. Bidder shall provide a copy of their company's annual report for the previous two (2) years – 2021 and 2022, if it exists. Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS."

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

***Business License***

Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE."

Bidders shall submit with their submission, 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.

***Questions and Inquiries***

It is intended that this bid be adequate for any bidder to respond to the DCSD's requirements. However, should bidders have questions, all questions shall be submitted electronically via email to [solicitationquestions@dekalbschoolsqa.org](mailto:solicitationquestions@dekalbschoolsqa.org). Questions submitted to any other mail box, voice mail or e-mail address will not be considered for response. The deadline for receipt of bidder questions is Tuesday, May 08, 2023 at 12:00 PM. Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the following website no later than Friday, May 12, 2023 at 4:30 PM.

<https://dekalbschoolsqa.ionwave.net/Login.aspx>

***Bid Contact***

The assigned contact person for this bid is Carla Smith, Vendor Services Executive Director. Carla Smith can be reached at (678) 676-0120 or by email at [solicitationquestions@dekalbschoolsqa.org](mailto:solicitationquestions@dekalbschoolsqa.org).

Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to bidders, are strictly prohibited from contacting DCSD employees or consultants for DCSD on any matter having to do in any aspect with this bid, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the bid documents, from the date of issuance of the Invitation to Bid until final DeKalb County Board of Education approval of contract award, the bidder submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative, or member of the DeKalb County Board of Education. Any violation of this restriction may result in the rejection of the bid response.

***Board Member Communication with Prospective Vendors***

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a bid is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

***Merchantability and Quality***

Bidder warrants that the goods will be of merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in bidder's catalogs, product brochures and other representations, depictions or models of the goods.

Specify your warranty/guarantee beyond that stated above in definite terms. Add additional literature/sheets if necessary. Provide a clear description of warranty/guaranty service offered, duration of service, and all stipulations (i.e., service provided on-site, call tag return required, vendor on-site pick-up, parts and labor included parts only, number of years from purchase date warranty is valid, etc.):

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COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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***F.O.B. Destination***

All prices are to be F.O.B. Destination with freight prepaid by the bidder. Bid prices must include all charges for delivery and unloading as directed by the building authorities.

***Conformity with Laws and Regulations***

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

***Exclusion of Trade Usages***

This document contains all the terms, conditions and obligations to which DCSD and the successful bidder have agreed, and shall not be modified, controlled, explained, supplemented or affected in any way by any usage of trade not expressly included in this agreement.

***Conformity with UCC***

Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code ("UCC") as adopted by the State of Georgia shall have the same definition set forth in the UCC on the date of this agreement.

***Approval by the DeKalb County Board of Education***

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education.

***Cancellation***

Awards, contracts, and extensions may be cancelled for convenience by the DeKalb County School District (DCSD) at any time. Any Cancellation by Owner will be effective three (3) business days after receipt of the written notice from the Owner to the Service Contractor. 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 requirements.

***Conditional Bids***

Bids that are conditional (e.g., "Prices Subject To Change," "Prices F.O.B. Shipping Point," etc.) will not be considered. Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and rejected.

***No Obligation/No Order(s) Guaranteed/Cost to Bid***

The contract will be awarded to the lowest responsive and responsible bidder meeting the specifications within this Invitation to Bid if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. The acquisition of any program, product, or element by bidders to satisfy any requirements of this Invitation to Bid is the sole responsibility of bidders. There is no guarantee that any bidder will receive an order as a result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) by the bidder in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the bidder. Expenses incurred by the bidder will not be reimbursed by DCSD or become a reason for placing an order with the bidder.

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

(Company Name / Certifying Official Signature)

***Bidder Internal Coordination***

DCSD will look to the bidder as having "one corporate face" and will expect the bidder to coordinate, bid and deliver those products and services best able to meet the identified needs of DCSD without DCSD's involvement in subcontractor arrangements. The terms and provisions in this bid and any subsequent contract shall bind the bidder. Nothing contained herein shall create any contractual relationship between any subcontractor and DCSD. The primary bidder will be responsible for the supervision and conduct of any subcontractors assigned to this project. Purchase order(s) will be issued to the successful bidder only.

***Funding Provisions***

No purchase will be made if funding is not approved by the DeKalb County Board of Education.

***Fiscal Year Funding Implications***

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options. This solicitation, any resulting contract(s), and renewal and extension options are subject to approval and funding by the DeKalb County Board of Education. This solicitation, any resulting contract(s), and renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year following the date of the solicitation and at each June 30 renewal anniversary date thereafter unless the successful bidder is notified otherwise and agrees in writing to the exercise of renewal and extension options.

***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.

***News Release***

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

***Non-Discrimination***

DCSD does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, 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 DCSD 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.

***Drug-free Workplace***

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

***Smoke-free Workplace***

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

***Rights Reserved***

Award will be made to the lowest responsive and responsible bidder meeting the specifications within appropriated funds available. DCSD reserves the right to accept or reject any and/or all parts of any bid response(s) submitted.

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COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

to accept the entire bid from a single bidder, to accept portions of bids from multiple bidders, and/or to reject all bids submitted. This right is reserved to award items on this bid by any logical group combination or by individual item, whichever is in the best interest of DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received. The decision of DCSD shall be final.

**Addenda**

It is the responsibility of bidders to frequently check for any addenda posted on the DCSD website - Purchasing Bulletin Board at the web address below. All posted addenda must be printed, signed by the Certifying Company Official, and included with the bidder's bid submission. Failure on the part of bidder's to make themselves aware of, and to comply with, all addenda requirements will not relieve them of this obligation. Click on the following link to the Purchasing Bulletin Board.

<https://dekalbschoolsqa.ionwave.net/Login.aspx>

**Suspension and Debarment**

**Upload this documentation under the Response Attachment tab via IonWave titled "SUSPENSION & 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(ies) 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, DCSD may pursue all available remedies including, but not limited to, suspension and/or debarment.

The bidder shall provide immediate written notice to the Purchasing Department of DCSD 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.

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

Signature of Engaging Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(Company Name / Certifying Official Signature)

Further, the Purchasing Department of DCSD will check the SAMS website at <https://www.sam.gov/SAM/> to determine if the bidder is listed.

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**Bidder Performance**

The successful bidder is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this Invitation to Bid. Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the bidder to fully perform these obligations may result in cancellation of the award and contract.

**Bidder Failure**

In the event that a product, property, or service to be furnished by the successful bidder should for any reason fail to conform to the specifications contained herein, DCSD reserves the right to reject the product, property, or service and may terminate the contract for default.

Failure of the successful bidder to perform on delivery of goods or services as specified may also result in the removal of that bidder from doing business with DCSD for a period of not less than one (1) year.

**Georgia Open Records Act**

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

**Non-Collusion**

Bidders shall fully certify that they, as an individual or as an 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 response are 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.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
(Company Name/Certifying Official Signature)

**Conflict of Interest**

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
(Company Name/Certifying Official Signature)

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

***Applicable Laws***

This bid is subject to the laws of the State of Georgia. Bidder shall comply with all federal, state and local laws and applicable regulations and shall be in possession of all licenses and permits necessary for the delivery of products or services described herein.

***PERMITS AND APPLICABLE LAWS***

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

***2 CFR 200.322(a)******§ 200.322 Domestic preferences for procurements.***

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

***Entirety of Agreement/Additional Terms***

In the event an award is made to a bidder, this bid document represents the entire agreement between DCSD and the successful bidder. DCSD shall not be bound to additional terms and conditions and/or extraneous language added to this document by bidders/proponents.

***Payment Options***

Payment will be made by electronic transactions or paper check. Electronic payments in the form of ACH (Paymode) or issued loadable credit cards (e-Payables) are the DCSD preferred methods of payment. Bidders will be issued paper checks only under special circumstances.

***Assignment of Award***

Solicitation awards may not be assigned to another party without the expressed written permission of DCSD.

***Ownership Rights***

DCSD shall retain ownership rights to the contents of all documents, supporting literature and data submitted by bidders in relation to this bid.

***Infringement***

Bidders shall fully indemnify Indemnitees against any claims of infringement or any patent, copyright, trade secret, trademark, or other intellectual property rights related to the bidder's response to this bid or upon contract award. Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon contract.

***Confidentiality and Non-Disclosure***

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

Bidders to this bid 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.

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***Indemnification***

1) The successful bidder shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this Bid), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to bidder's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the bidder its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to bidder's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

2) The successful bidder shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to bidder from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

- Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon services for any reason.

***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.

***Bid Security***

As security, the bid must be accompanied by a BID BOND, on the form required by DCSD for an amount not less than five percent (5%) of the bid if the bid is \$100,000 or more (including the base bid plus any possible combination of alternates that could result in an award of \$100,000 or more). A Bid Bond submitted using an AIA document is unacceptable and shall result in your bid being deemed non-responsive. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current power of attorney. The surety must be satisfactory to the Owner and must be licensed to do business in Georgia as approved by the State Insurance Commissioner's Office. No other form of bid security will be accepted.

***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.

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***Rights Of Way And Easements***

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

***Certificate of Insurance***

Certificate of Insurance and/or ACORD Form is required with solicitation submittal.

Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance."

***Insurance***

The DCSD Risk Management Unit sets insurance and indemnification requirements for each solicitation.

Certificate of Insurance and/or ACORD Form is required with solicitation submittal. Provision of Certificate of Insurance is a **mandatory** requirement. Proposals submitted with Certificates of Insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this bid will be contingent upon receipt within ten (10) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Management Unit. No work will commence and no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Management Unit. In the event the awarded bidder cannot produce insurance coverage acceptable to the DCSD Risk Management Unit within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

1) Bidder shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Bidder shall procure the insurance policy or policies at the bidder's own expense and shall furnish to DCSD a certificate(s) of insurance containing the following information:

- (a) Name and address of agent/broker;
- (b) Name and address of insured;
- (c) Name of insurance company, underwriting syndicate, or other insuring entity;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice requirements of material adverse change;
- (j) Signature of authorized agent/broker;
- (k) Telephone number of authorized agent/broker; and
- (l) Details of policy exclusions applicable to this agreement in comments section of the certificate of insurance.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

- (2) Bidder is required to maintain the following insurance coverage during the term of this agreement:
  - (a) Workers Compensation Insurance in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Bidder shall have the ability to self-insure its required workers compensation coverage if bidder is an approved self-insurer in the State of Georgia.
  - (b) Comprehensive General Liability Policy, or equivalent coverage, to include products

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- and completed operations liability and contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
- (c) Comprehensive Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by bidder or bidder's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.
  - (d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than \$2,000,000.
  - (e) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:
    - (i) All policies and coverage shall be on an "occurrence" not "claims made" basis.
    - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.
    - (iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
    - (iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
    - (v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.
    - (vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
  - (f) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:
    - Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by bidder, including captive or self-insured programs, with the prior written approval of DCSD.
    - (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity, applies to liability assumed by the named insured.
    - (iii) Shall include Indemnitees as additional insured.
    - (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
    - (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
    - (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFP).
  - (g) Bidder shall require any and all subbidders performing work under this agreement to carry insurance of the types and with limits of liability as bidder shall deem appropriate and adequate for the work being performed. However, the obligations of the bidder to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subbidders. Further, bidder agrees that their obligations to indemnify and insure the Indemnitees shall

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pertain to all losses arising out of the subbidder's acts or negligence in the same manner and to the same extent as if committed by the bidder. Bidder shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subbidders.

### **Protest Process**

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services 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:
  - a. appropriate identification of the solicitation;
  - b. a statement of reasons for the protest;
  - c. 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
  - d. the desired remedy.
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.**

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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 Vendor Services. The protest may be sent by any of the following means:

**MAIL: Attention: Carla Smith**  
 Executive Director  
 DeKalb County School District  
 Vendor Services  
 1701 Mountain Industrial Boulevard  
 Stone Mountain, Georgia 30083

Email: [solicitationquestions@dekalbschoolsqa.org](mailto:solicitationquestions@dekalbschoolsqa.org)

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 Vendor Services 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 Vendor Services 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:

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- 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.

**ALL BIDS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD WEBSITE AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Bidders are solely responsible to review and make themselves aware of DCSD bids posted on the following website:**

<https://dekalbschoolsqa.ionwave.net/Login.aspx>

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## SCOPE OF WORK / SPECIFICATIONS

### 1. PURPOSE

The DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide Asphalt Paving, Striping & Overlay 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 the Paving Contractor. It is the intent of the District to award this contract to multiple vendors.

### 2. GENERAL OVERVIEW/SCOPE OF WORK

- A. **Asphalt Paving-** Contractor shall thoroughly clean and remove grass from the pavement prior to resurfacing, but shall be required to repair broken or loose pavement. Contractor shall then apply the prime coat and asphaltic surface.
- B. **Tack Coat & Prime Coat-** Materials and method of application shall conform to the requirements as specified in the Georgia Department of Transportation (GDOT) specifications, latest edition. Rate of application shall be 0.10 gallons per square yard. Cost for this item shall be included in the price of the asphaltic surface course. During the distribution of the tack coat and resurfacing operations, precaution shall be taken to prevent the dragging and spreading of asphaltic material on surrounding streets, sidewalks, driveways, and curbing. All new base materials shall have a prime coat per GDOT specifications.
- C. **Asphaltic Concrete Surface Course-** Type S-3, No. 3 hot-mix asphalt shall be in accordance with GDOT standards and specifications. Minimum allowable thickness shall not be less than one (1) inch.
- D. **Rolling/Compacting-** Rolling of asphalt materials shall be accomplished with at least a 5-ton roller with a minimum of 5 passes, or until material is satisfactorily compacted and finished smooth. Finished material strength shall have a minimum compression strength of 1500 PSI.
- E. **Pitch & Drainage-** Extra preparation for pitch and drainage shall be 6' in width and swale/earthwork as needed, per project in compliance with GDOT specifications. (i.e. road & bridge sod/earthwork).
- F. **Line Striping; Line Striping Paint-** Paint shall be GDOT and VOC approved, Set Fast Quick Dry Latex Traffic Paint that complies with current Federal Specifications and Requirements: TT-P-1952b (non-lead) latex type, or equivalent. Paint shall not cause asphaltic concrete surface to crack or bleed. Colors to be used are white, yellow, and blue. Standard parking space size shall be 9' x 18', unless otherwise directed or reserved for handicapped space. All handicapped parking areas shall comply with ADA and be 9' x 18' minimum with an additional, adjacent access aisle of 5' x 18' minimum.
- G. **Other Striping/Painting-** The contractor shall use lead free paint or striping material to also include the following:
- Phrase lettering at a height no less than 2'.
  - Directional arrows at a size of no less than 3' from arrow base to point.

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- ADA approved handicap symbols at a size no less than 3', the preferred is 6', from bottom to top of symbol.
  - All curbs shall be painted the same color unless directed otherwise by DCSD.
  - All car stops shall be painted the same color unless directed otherwise by DCSD.
  - Numbers and letter shall be painted in black, unless directed otherwise by DCSD, and shall be a minimum of 3' in height.
- H. **Pavement Seal Coating-** The contractor shall provide all material, equipment, labor and transportation necessary for the seal coating of the existing bituminous paving surfaces including sealing of all cracks and crevices as required and specified herein, on as needed basis. This work will consist of: **1. Seal Coating the existing bituminous pavement with two (2) coats, 2. Sealing all pavement cracks 1/4' wide and wider, 3. Testing all work as required.**
- I. **Running Tracks Surfaces-** The following establishes minimum requirements for running tracks surfaces. For other field events, the contractor shall refer to DGM 02881-Outdoor Athletic Courts & Fields.
- High schools are to receive a standard 400-hundred-meter, Double Bend Track with eight (8) lanes, with all event markings in accordance with USTC & TBA standards.
  - Middle Schools are to receive a standard 400-meter, Double Bend Track with six (6) lanes. The two (2) interior lanes are to be removed, with all event markings in accordance with USTC & TBA standards.
  - It is the preference of DCSD that the double bend track is provided in every case. However, in extreme cases where space may not allow the double bend track, the International Standard Track will be acceptable upon approval of DCSD.
  - Hot mix asphalt pavement should be placed with a self-propelled asphalt paver. The screed width should be adjustable to no less than eight feet (8'). Only hydraulic screed and auger extensions to achieve widths greater than that of the main screed are acceptable.
  - Compaction equipment should consist of steel drum asphalt rollers of sufficient size and width to properly compact the hot mix asphalt to the required compaction, while providing a smooth surface free from marks, bumps, creases and indentations at seams.
  - Contractor shall furnish and maintain at the site, in good working condition, one 10' straightedge for each paver.
  - Hot-mix asphalt courses should only be place on specified base, free from contamination and no free water on the surface.
  - Temperature ranges for mixtures to be dumped into paver should be in compliance with GDOT specifications and should never be cooler than 225 degrees F.

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- Paving operations shall provide a mat that is smooth, dense, and of the proper thickness, slope and planarity as per GDOT specifications.
- J. **Miscellaneous-** When a project requires asphalt to be replaced, the area must be milled to a depth to prepare for soil cement base & asphalt if rock base is not in place.
- Install & Compact at least 2" of asphalt binder.
  - Install & Compact at least 1" of finishing asphalt (Type F).
- K. **Safety Standards-** All current OSHA safety standards shall be enforced with the inclusion of the following rules:
- Contractor shall ensure that employees are equipped with proper safety items such as glasses, gloves, etc.
  - All heavy vehicles (trucks, etc.) shall have backup alarms that meet OSHA standards.
  - All OSHA and Federal required safety equipment should be installed and functioning on all equipment.
  - All incidents on campus involving district property or personnel shall be reported to the designated school contact immediately upon occurrence.
  - All debris (papers, trash, etc.) shall be removed by the Contractor.
  - The Contractor shall place and maintain a temporary protective 4' orange fence barrier around the entire work area. When heavy equipment is used or excavation is performed then two barriers spaced 10' are required.
- L. **Material Testing-** Testing shall be performed by a qualified independent testing laboratory selected by DCSD. Testing shall be performed on all seal mix to be applied by the Contractor included under Pavement Seal Work. All expenses for this testing shall be borne by the Contractor. Testing reports shall be submitted from each job to the owner as directed. Testing of seal mix shall not normally be required for each job but is specified herein as a reserved right and option of DCSD.
- M. **Material Certificate-** Contractor shall provide Material Certificates within forty-eight (48) business hours of request signed by the material producer and the subcontractor, certifying that each material item complies with or exceeds the specified requirements, and meets the requirement of Federal Specification ROP-355. However, the water content shall not exceed fifty (50) percent. The certificate shall be delivered to DCSD prior to the beginning of work. The manufacturer's certification shall be interpreted as a basis for final acceptance. Any certifications received shall be subject to verification by testing samples received for the project.
- N. **Quality Assurance-** Contractor shall be knowledgeable with regard to rules of track and field as they relate to facilities, variations between the governing bodies, orientation, site layout, drainage, soil issues, and surface requirements.

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- Calculations for track dimensions shall be made by a certified track-computing statistician.
- Running Track calculations shall be in meters.
- Calculations shall be guaranteed accurate.
- Hot-mix asphalt shall meet the GDOT requirements for Type S-3 asphalt.
- Contractor shall provide written verification that all High School & Middle School running tracks are certified.

Contractor shall provide written verification that all High School & Middle School running tracks are calibrated correctly.

### 3. SPECIFICATIONS

Contractor shall visit each project site and become familiar with all conditions that may affect the work. A written estimate and proposed schedule must be provided with drawings if applicable for approval by appropriate DCSD personnel before project begins. Contractor is required to furnish all materials and labor. All work must be performed in accordance with the DCSD's Guide Specifications.

1. The contract may be awarded to one or more contractors. Individual jobs may be quoted by the awarded contractors at the discretion of the district.
2. The contractor agrees to provide the following items for the project and to perform in accordance with the contract conditions of this ITB:
  1. All labor, materials, equipment and services required to complete the work.
  2. All supervision and coordination of each work project.
  3. Provide an estimate of total project costs as a guaranteed maximum amount prior to commencing work on the project.
  4. All required insurance and certificates.
  5. All permits, licenses, inspection fees, etc.
  6. All administration, financial and safety aspects.
  7. All work completed by the agreed upon completion date. A completion schedule shall be submitted showing all tasks and durations and completion dates by the date required.
  8. All required completion close-out documents (e.g. warranties, lien waivers, completion certificates, governing inspection certificates, etc.).
  9. In the event an awarded contractor cannot address/meet the DCSD's needs within 10 working days from work request; DCSD reserves the right to consider the next highest responsive proposer.

### 3. BASIC GUIDELINES FOR CONTRACT

1. Basis for the agreement between DCSD and contractor/vendor will be a negotiated lump sum price per project, based on awarded unit prices and other provisions of this ITB.
2. The total amount of work performed under the contract by the Contractor on all projects, collectively, may exceed \$100,000.00 in any given year.

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**4. SUB-CONTRACTORS**

1. All sub-contractors shall be bound by the Contractor and all of the requirements of this ITB. Sub-contractor mark-up must include all taxes, insurance, overhead, profit and all other mark-ups for their own work. Awarded contractor is responsible for ensuring that sub-contractors adhere to all DCSD policies, terms and requirements.
2. The contractor will be responsible to provide all sub-contractors and/or suppliers any information and contract proposal documents pertaining to completion of the pricing.

**5. LICENSES**

Contractor must submit with proposal a current State of Georgia General Contractor's License.

**6. PERMITS**

The contractor shall be responsible for the procurement and payment of all permits required by any and all agencies having jurisdiction over the project.

**7. WORK START**

The contractor shall start work on each project after:

1. DCSD has issued the contractor a written Work Authorization Form.
2. The start date shall be no later than ten (10) working days once job is approved. If material is delayed, DCSD is to be notified immediately.
3. The contractor has coordinated the proposed work schedule and other project items with the DCSD Maintenance Supervisor, SPLOST Construction Manager, the school Principal, and any other designated DCSD personnel involved with the individual project.

**8. WORK TIMES**

- i. All work on site shall be accomplished during normal business hours which are 8:00 A.M. to 5:00 P.M. unless otherwise agreed upon with DCSD.
- ii. All work that cannot be performed during normal business will have to be complete on nights and weekends.

**9. PROPERTY PROTECTION**

- i. Contractor shall protect all existing furniture, equipment, structures, trees, shrubbery, landscaping and grass from damage.
- ii. Contractor shall be responsible for satisfactory replacement or repair of any damage that occurs as a result of this contracted work.
- iii. Contractor shall clean up all work debris and legally dispose of all debris off site and must "broom clean" at the end of each workday. Accumulation of debris will not be permitted. Disposal in a DCSD dumpster/Construction dumpster will not be permitted.

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**10. SECURITY**

1. All employees of the Contractor shall be required to wear (so as to prominently display) an identification badge issued by the DCSD Public Safety Department while on DCSD property.
2. All employees of the Contractor will sign-in (date & time) at the front desk on DCSD property, notifying appropriate personnel. Upon leaving the project, all employees must sign-out (date & time).

**11. SAFETY**

1. Contractor is solely responsible for the safety of all workmen, DCSD personnel and students present during the execution of the work.
2. Extreme caution shall be exercised by all workmen to ensure that all possible precautions are taken to prevent injury to DCSD staff and students.
3. Contractor shall not leave equipment unattended.
4. Contractor shall prevent school children from entering the work area while work is in progress.

**12. WORKMANSHIP**

1. All work shall be performed in a professional manner. Work must be in compliance with all governing Federal, State, County, City, electrical, plumbing, HVAC, including fire Safety Codes. All work requiring licensed mechanics by code or regulation shall be done only by the employees having such licenses.
2. Unless otherwise specified, all work will be in compliance with DCSD Design Standards and Guide Specifications.

**13. HAZARDOUS MATERIAL**

1. All materials which are scheduled to be incorporated into the work under this agreement shall first either be certified by the manufacturer to be asbestos free or to be inspected by accredited parties and certified to be free of asbestos content in accordance with EPA, AHERA and 1982 School Rules.
2. Prior to starting work, contractor shall obtain a statement from DCSD regarding the status of any existing hazardous materials known to be present in the areas affected by the work. DCSD will perform necessary abatement to hazardous materials prior to the contractor performing the work in those work areas.
3. If the contractor suspects that hazardous materials may exist in areas of work not previously discovered by the DCSD, the contractor shall cease work immediately in the area of the suspect materials and contact the DCSD for confirmation testing and if necessary prompt abatement action so as not to hinder the progress of the work. The contractor shall not disturb any suspect materials.

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4. If the contractor will be using hazardous materials, contractor shall provide MSDS sheets for each material and the contractor shall provide all necessary cleaning, such as removal of spillage, and remove all irregularities to ensure all hazardous materials will not affect the DCSD.

14. **INSPECTIONS**

1. Contractor is responsible for furnishing all materials, labor and services for all work in accordance with the contract documents.
2. Any inspection of the work by any representative of the DCSD shall in no way affect these responsibilities and undertakings of the contractor.
3. The failure of any representative of the DCSD to discover or bring to the attention of the Contractor for existence of any work obligation of the contractor does not relieve the contractor from fulfilling his responsibilities under the contract documents.
4. A contractor's representative shall attend the final inspection. A walk-thru with appropriate DCSD personnel must occur and be approved for project completion and acceptance.

15. **PROJECT COMPLETION TIME**

All work for each project shall be completed by the dates identified in the DCSD request to start work.

16. **DCSD LIST OF LOCATIONS**

Reference Appendix A for list of DCSD locations.

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**COST SHEET**

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

**Please provide a unit price for the following items:**

**1. Milling:**

- Milling 1" \$ \_\_\_\_\_ (Per Square Yard)
- Milling 2" \$ \_\_\_\_\_ (Per Square Yard)
- Milling 3" \$ \_\_\_\_\_ (Per Square Yard)
- Milling 4" \$ \_\_\_\_\_ (Per Square Yard)

**2. Install Asphalt:**

- Install 1" of Asphalt \$ \_\_\_\_\_ (Per Square Yard)
- Install 2" of Asphalt \$ \_\_\_\_\_ (Per Square Yard)
- Install 3" of Asphalt \$ \_\_\_\_\_ (Per Square Yard)
- Install 4" of Asphalt \$ \_\_\_\_\_ (Per Square Yard)

**3. Install F-Topping:**

- Install 1" of F-Topping \$ \_\_\_\_\_ (Per Square Yard)
- Install 1.25" of F-Topping \$ \_\_\_\_\_ (Per Square Yard)
- Install 1.5" of F-Topping \$ \_\_\_\_\_ (Per Square Yard)
- Install 1.75" of F-Topping \$ \_\_\_\_\_ (Per Square Yard)
- Install 2" of F-Topping \$ \_\_\_\_\_ (Per Square Yard)

**4. Install Permafex:**

- Install 1" of Permafex \$ \_\_\_\_\_ (Per Square Yard)
- Install 2" of Permafex \$ \_\_\_\_\_ (Per Square Yard)
- Install 3" of Permafex \$ \_\_\_\_\_ (Per Square Yard)
- Install 4" of Permafex \$ \_\_\_\_\_ (Per Square Yard)

**5. Striping:**

- Striping width of 4" to 6" \$ \_\_\_\_\_ (Per Linear Foot)
- Striping width of 7" or greater \$ \_\_\_\_\_ (Per Linear Foot)

\_\_\_\_\_  
 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**6. Other Striping/Painting:**

- Painted Lettering (No less than 2' in height) \$ \_\_\_\_\_ (Per Phrase)
- Directional Arrows (No less than 3' from base to point) \$ \_\_\_\_\_ (Per Arrow)
- Handicap Symbol (Minimum 3' from bottom to top) \$ \_\_\_\_\_ (Per Symbol)
- Painted Curbs \$ \_\_\_\_\_ (Per Linear Foot)
- Painted Car Stops \$ \_\_\_\_\_ (Per Car Stop)
- Painted Numbers (Minimum 3" in Height) \$ \_\_\_\_\_ (Per Number)

**7. Miscellaneous:**

- Pavement Seal Coating (Two Coats) \$ \_\_\_\_\_ (Per Square Yard)
- Clearing all Weeds/Grass from Cracks \$ \_\_\_\_\_ (Per Square Yard)
- Pothole Repair \$ \_\_\_\_\_ (Per Pothole)

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COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

### IMMIGRATION & 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) Bidder (the "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 Bidder **MUST INITIAL** the statement applicable to Bidder below:
  - (a) \_\_\_\_\_ (Initial here): order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Bidder further warrants and agrees 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. [Bidders who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];
  - or
  - (b) \_\_\_\_\_ (Initial here): 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. [Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];
  - or
  - (c) \_\_\_\_\_ (Initial here): 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) Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides 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) Bidder agrees that, if 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 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.

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COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

5) \_\_\_\_\_ (Initial here) 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: \_\_\_\_\_

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT  
Bidder E-Verify Affidavit

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

Federal Work Authorization User Identification number: \_\_\_\_\_

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

Name of Project: \_\_\_\_\_

Solicitation Number (if applicable): \_\_\_\_\_

Name of Public Employer: DeKalb County School District

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**DEKALB COUNTY SCHOOL DISTRICT  
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

Federal Work Authorization User Identification number: \_\_\_\_\_

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

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Solicitation Number (if applicable): \_\_\_\_\_

Name of Public Employer: **DeKalb County School District**

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(city) (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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

Federal Work Authorization User Identification number: \_\_\_\_\_  
Date of Authorization: \_\_\_\_\_  
Name of Subcontractor: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Solicitation Number (if applicable): \_\_\_\_\_  
Name of Public Employer: DeKalb County School District

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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

Federal Work Authorization User Identification Number: \_\_\_\_\_
Date of Authorization: \_\_\_\_\_
Name of Sub-subcontractor: \_\_\_\_\_
Name of Project: \_\_\_\_\_
Solicitation Number (if applicable): \_\_\_\_\_
Name of Public Employer: DeKalb County School District

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

Executed on \_\_\_\_\_, 202\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**CLIENT REFERENCES**

***(You are required to copy this form and use one form per reference.)***

**Attach and label "Bidder's Client References."**

\_\_\_\_\_  
Company Name Providing Reference

\_\_\_\_\_  
Address                      City/State/Zip

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Telephone Number of Contact Person

\_\_\_\_\_  
Email Address of Contact Person

\_\_\_\_\_  
Date of Relationship

**Important! This is a vital part of your bid submission. DCSD will verify customer references. It is advisable that you inform your reference contact person that you have listed him/her for reference.**

\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**REQUIRED SUBMITTALS / DOCUMENT CHECKLIST**

**IMPORTANT NOTICE:** IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected. **Failure to sign this document at all signature lines and/or attachments will not be accepted.**

<https://dekalbschoolsqa.ionwave.net/Login.aspx>

**Attachments (Required):**

- Signature on all pages (REQUIRED)
- Addenda – each individual addendum must be printed, signed and inserted immediately following the solicitation document (UPLOAD REQUIRED, if applicable.)
- Bid Prices (UPLOAD REQUIRED)
- Cost Sheet (UPLOAD REQUIRED)
- Business License (UPLOAD REQUIRED)
- No Obligation / No Order(s) Guaranteed / Cost to Bid (UPLOAD REQUIRED)
- Suspension and Debarment (UPLOAD REQUIRED)
- Non-Collusion (UPLOAD REQUIRED)
- Conflict of Interest (UPLOAD REQUIRED)
- Certificate of Insurance (UPLOAD REQUIRED)
- References (UPLOAD REQUIRED)
- Subcontractor list (UPLOAD REQUIRED, if applicable)
- Georgia Security and Immigration Compliance Act (UPLOAD REQUIRED)
- Audited Financial Statements for 2021 and 2022 (UPLOAD REQUIRED)

**Appendices:**

Appendix A- DCSD List of Locations

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COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**END**

**OF**

**SOLICITATION**

---

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

EXHIBIT "B"



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

<https://dekalbschoolsga.ionwave.net/Login.aspx>

INVITATION TO BID

BID NO. 24-548

DATE: 04-20-2023

FOR: ASPHALT, PAVING, STRIPING & OVERLAY  
ALL PRICES TO BE F.O.B. DESTINATION WITH FREIGHT PREPAID TO:

Various DeKalb County School District Locations

BID RESPONSES MUST BE RECEIVED VIA IONWAVE:  
VIRTUAL SESSION: 10:00 AM, Wednesday, May 3, 2023  
BID SUBMISSION DEADLINE TIME 2:00 PM, Tuesday, May 23, 2023  
VIRTUAL PUBLIC BID OPENING 3:00 PM, Tuesday, May 23, 2023

BIDS TO BE OPENED VIRTUALLY: Beginning 3:00 PM, Tuesday, May 23, 2023  
Via Microsoft Teams

DeKalb County School District – Vendor Services  
1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083-1027

**BIDS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED**

DeKalb County School District Bid Contact Person:

Carla Smith, Vendor Services Executive Director  
(678) 676- 0120 and/or email at [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org)

THE PERSON SIGNING THIS BID MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY.

COMPANY NAME DAF Concrete, Inc.  
ADDRESS 9160 Turner Road  
Jonesboro, GA, 30236  
(770) 629-4036

Antonio Sanchez  
PRINT CERTIFYING COMPANY OFFICIAL'S NAME  
Antonio Sanchez  
CERTIFYING COMPANY OFFICIAL'S SIGNATURE  
President  
TITLE OF CERTIFYING COMPANY OFFICIAL  
3 0 . 0 2 1 7 6 0 1

DeKalb County School District ("DCSD") extends this offer to submit a bid for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

Bid submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

**Time is of the Essence**

Award criteria includes the most accommodating delivery dates as determined by DCSD. Specify your earliest \_\_\_\_\_ and latest \_\_\_\_\_ delivery or service commencement delivery dates after receipt of the purchase order.

**Virtual Session**

The DeKalb County School District Vendor Services department is hosting a virtual session on how to register and submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on Wednesday, May 3, 2023, at 11:00AM EST. Those who would like to attend the virtual session, please register no later than Tuesday, May 2, 2023, by 4:00PM EST, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Please enter "VIRTUAL SESSION – ITB 24-548, Asphalt, Paving, Striping & Overlay" in the subject line of your email. An invitation will be sent to those participants no later than Wednesday, May 3, 2023 by 10:00AM EST. Attendance is not mandatory.

**Virtual Public Bid Opening**

The public bid opening will be held virtually through Microsoft Teams on Tuesday, May 23, 2023 at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, May 22, 2023 by 4:00PM EST, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Please enter "Public Bid Opening – Bid No. 24-548, "Asphalt, Paving, Striping & Overlay" in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, May 23, 2023 by 10:00AM EST.

**Bid Prices**

**Upload this documentation under the Response Attachment tab via IonWave titled "BID PRICES"**

I hereby certify that the cost(s) included in this bid are accurate and binding for ninety (90) days from the Invitation to Bid opening date. If an award is not made within ninety (90) days, it shall be incumbent upon the bidder to notify DCSD in writing if it does not want its bid submittal considered further. Failure to notify the DCSD shall mean that the bid submitted remains valid until award, even if beyond ninety (90) days.

I further certify that the proposed cost(s) are accurate and reflect any applicable discounts and that the company which I represent shall deliver the goods and/or services for this amount. I also agree that no extra cost or payments to any entity, including bidder, will be allowed for any miscalculation, deficiency or difference later discovered.

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official: DAF Concrete, Inc. Antonio Sanchez Date: 5/23/2023  
(Company Name / Certifying Official Signature)

**Price Provision**

This is a term contract from **August 1, 2023**, through **June 30, 2024**, with a price escalation/de-escalation provision at renewal/extension time. Bid prices will be firm from **August 1, 2023**, through **June 30, 2024**.

DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Actual price(s) bid must be based on current manufacturer's price to the bidder plus bidder mark-up and consistent with market indices. Price changes (up or down) by the supplier will be allowed only at **the renewal anniversary** and shall be based on the percentage change of the manufacturer's cost to the supplier. Only one (1) price change will be allowed during any 12-month period and **at the renewal anniversary**, commencing with **July 1, 2024** (the renewal date), on any individual product or service included in this bid.

The bidder must supply the Purchasing Department of the DCSD with written proof from the manufacturer when and if price changes occur. The written notification from the manufacturer (for DCSD) shall specify actual dollar changes or shall specify the price changes as a percentage.

The bidder shall provide the Purchasing Department of the DCSD a minimum of thirty (30) day notice before price changes take effect.

DCSD is not obligated to accept price escalations/de-escalations and reserves the right to negotiate with the next lowest bidder.

**Renewal Options**

DCSD reserves the right to extend this bid contract prior to the bid contract end date of **June 30, 2024** for up to four (4) years through **June 30, 2028**.

**Compliance with Specifications**

Bidder must indicate below whether or not this bid is in complete compliance with the stated specifications. If there are any deviations from the specifications, the bidder must indicate in writing what the deviations are and must submit with the bid a complete descriptive literature on the actual items bid. Attach and label additional sheets if necessary.

Bid is in complete compliance with bid specifications.

Bid deviates from stated specifications as follows:

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

**Proposed Alternatives/Comparables/Equivalents**

If bidding an alternate/comparable/equivalent, specify below the product being bid, and attach fully descriptive literature. **FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE WILL CAUSE THIS BID TO BE NON-RESPONSIVE AND REJECTED.** DCSD reserves the right to have an onsite viewing and demonstration of any alternates. DCSD will determine whether an alternate is acceptable, and the decision of DCSD will be final.

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

**References**

Bidder shall provide a minimum of **two (2)** client references, which are comparable to DCSD, and for whom 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 on page 28. References must be uploaded via the Response Attachments tab on IonWave. **Upload this documentation under the Response Attachment tab via IonWave titled "REFERENCES."**

DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**Brochures, Catalogs, Manuals, Websites, Literature**

In addition to the formal response to this bid, all bidders are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVDs and any other marketing and informational media which will support and enhance their submission value. **Upload this documentation under the Response Attachment tab via IonWave titled "LITERATURE".**

**Added Value**

Bidders are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSD in their bid responses. **Upload this documentation under the Response Attachment tab via IonWave titled "ADDED VALUE."**

**Illegal Immigration Reform and Enforcement Act of 2011**

**Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION."**

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 (i.e., public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

**Bidders must complete and/or have their subcontractors complete the following forms:**

- 1) Immigration and Security Certification
- 2) Bidder E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only)
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages **26-31** of this solicitation document. The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

\_\_\_\_\_ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit found on pages **29-31**. **Please be advised that pages 26-29 must still be completed.**

Signature of Engaging Official: DAF Concrete, Inc. Antonio Sanchez Date: 5-23-23  
(Company Name / Certifying Official Signature)

**Financial Statements/Stability**

Bidder shall provide a copy of their company's annual financial statements for the previous two (2) years – 2021 and 2022. Bidder shall provide a copy of their company's annual report for the previous two (2) years – 2021 and 2022, if it exists. **Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS."**

DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**Business License**

Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE."

Bidders shall submit with their submission, 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.

**Questions and Inquiries**

It is intended that this bid be adequate for any bidder to respond to the DCSD's requirements. However, should bidders have questions; all questions shall be submitted electronically via email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org). Questions submitted to any other mail box, voicemail or e-mail address will not be considered for response. The deadline for receipt of bidder questions is **Tuesday, May 08, 2023 at 12:00 PM**. Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the following website no later than **Friday, May 12, 2023 at 4:30 PM**.

<https://dekalbschoolsga.ionwave.net/Login.aspx>

**Bid Contact**

The assigned contact person for this bid is **Carla Smith, Vendor Services Executive Director**. **Carla Smith can be reached at (678) 676-0120** or by email at [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org).

Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to bidders, are strictly prohibited from contacting DCSD employees or consultants for DCSD on any matter having to do in any aspect with this bid, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the bid documents, from the date of issuance of the Invitation to Bid until final DeKalb County Board of Education approval of contract award, the bidder submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative, or member of the DeKalb County Board of Education. Any violation of this restriction may result in the rejection of the bid response.

**Board Member Communication with Prospective Vendors**

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a bid is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

**Merchantability and Quality**

Bidder warrants that the goods will be of merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in bidder's catalogs, product brochures and other representations, depictions or models of the goods.

Specify your warranty/guarantee beyond that stated above in definite terms. Add additional literature/sheets if necessary. Provide a clear description of warranty/guaranty service offered, duration of service, and all stipulations (i.e., service provided on-site, call tag return required, vendor on-site pick-up, parts and labor included parts only, number of years from purchase date warranty is valid, etc.):

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**DAF Concrete, Inc. - Antonio Sanchez**  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**F.O.B. Destination**

All prices are to be F.O.B. Destination with freight prepaid by the bidder. Bid prices must include all charges for delivery and unloading as directed by the building authorities.

**Conformity with Laws and Regulations**

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

**Exclusion of Trade Usages**

This document contains all the terms, conditions and obligations to which DCSD and the successful bidder have agreed, and shall not be modified, controlled, explained, supplemented or affected in any way by any usage of trade not expressly included in this agreement.

**Conformity with UCC**

Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code ("UCC") as adopted by the State of Georgia shall have the same definition set forth in the UCC on the date of this agreement.

**Approval by the DeKalb County Board of Education**

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education.

**Cancellation**

Awards, contracts, and extensions may be cancelled for convenience by the DeKalb County School District (DCSD) at any time. Any Cancellation by Owner will be effective three (3) business days after receipt of the written notice from the Owner to the Service Contractor. 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 requirements.

**Conditional Bids**

Bids that are conditional (e.g., "Prices Subject To Change," "Prices F.O.B. Shipping Point," etc.) will not be considered. Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and rejected.

**No Obligation/No Order(s) Guaranteed/Cost to Bid**

The contract will be awarded to the lowest responsive and responsible bidder meeting the specifications within this Invitation to Bid if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. The acquisition of any program, product, or element by bidders to satisfy any requirements of this Invitation to Bid is the sole responsibility of bidders. There is no guarantee that any bidder will receive an order as a result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) by the bidder in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the bidder. Expenses incurred by the bidder will not be reimbursed by DCSD or become a reason for placing an order with the bidder.

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official: Antonio Sanchez Date: 8-23-23

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

(Company Name / Certifying Official Signature)

***Bidder Internal Coordination***

DCSD will look to the bidder as having "one corporate face" and will expect the bidder to coordinate, bid and deliver those products and services best able to meet the identified needs of DCSD without DCSD's involvement in subcontractor arrangements. The terms and provisions in this bid and any subsequent contract shall bind the bidder. Nothing contained herein shall create any contractual relationship between any subcontractor and DCSD. The primary bidder will be responsible for the supervision and conduct of any subcontractors assigned to this project. Purchase order(s) will be issued to the successful bidder only.

***Funding Provisions***

No purchase will be made if funding is not approved by the DeKalb County Board of Education.

***Fiscal Year Funding Implications***

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options. This solicitation, any resulting contract(s), and renewal and extension options are subject to approval and funding by the DeKalb County Board of Education. This solicitation, any resulting contract(s), and renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year following the date of the solicitation and at each June 30 renewal anniversary date thereafter unless the successful bidder is notified otherwise and agrees in writing to the exercise of renewal and extension options.

***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.

***News Release***

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

***Non-Discrimination***

DCSD does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, 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 DCSD 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.

***Drug-free Workplace***

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

***Smoke-free Workplace***

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

***Rights Reserved***

Award will be made to the lowest responsive and responsible bidder meeting the specifications within appropriated funds available. DCSD reserves the right to accept or reject any and/or all parts of any bid response(s) submitted.

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to accept the entire bid from a single bidder, to accept portions of bids from multiple bidders, and/or to reject all bids submitted. This right is reserved to award items on this bid by any logical group combination or by individual item, whichever is in the best interest of DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received. The decision of DCSD shall be final.

**Addenda**

It is the responsibility of bidders to frequently check for any addenda posted on the DCSD website - Purchasing Bulletin Board at the web address below. All posted addenda must be printed, signed by the Certifying Company Official, and included with the bidder's bid submission. Failure on the part of bidder's to make themselves aware of, and to comply with, all addenda requirements will not relieve them of this obligation. Click on the following link to the Purchasing Bulletin Board.

<https://dekalbschoolsqa.ionwave.net/Login.aspx>

**Suspension and Debarment**

**Upload this documentation under the Response Attachment tab via IonWave titled "SUSPENSION & 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(ies) 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, DCSD may pursue all available remedies including, but not limited to, suspension and/or debarment.

The bidder shall provide immediate written notice to the Purchasing Department of DCSD 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.

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

Signature of Engaging Official: DAF Concrete, Inc. Antonio Sanchez Date: 5-23-23  
 (Company Name / Certifying Official Signature)

Further, the Purchasing Department of DCSD will check the SAMS website at <https://www.sam.gov/SAM/> to determine if the bidder is listed.

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**Bidder Performance**

The successful bidder is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this Invitation to Bid. Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the bidder to fully perform these obligations may result in cancellation of the award and contract.

**Bidder Failure**

In the event that a product, property, or service to be furnished by the successful bidder should for any reason fail to conform to the specifications contained herein, DCSD reserves the right to reject the product, property, or service and may terminate the contract for default.

Failure of the successful bidder to perform on delivery of goods or services as specified may also result in the removal of that bidder from doing business with DCSD for a period of not less than one (1) year.

**Georgia Open Records Act**

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

**Non-Collusion**

Bidders shall fully certify that they, as an individual or as an 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 response are 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.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: DAF Concrete, Inc. Antonio Sanchez Date: 5-23-23  
(Company Name/Certifying Official Signature)

**Conflict of Interest**

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: DAF Concrete, Inc. Antonio Sanchez Date: 5-23-23  
(Company Name/Certifying Official Signature)

DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**Applicable Laws**

This bid is subject to the laws of the State of Georgia. Bidder shall comply with all federal, state and local laws and applicable regulations and shall be in possession of all licenses and permits necessary for the delivery of products or services described herein.

**PERMITS AND APPLICABLE LAWS**

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

**2 CFR 200.322(a)****§ 200.322 Domestic preferences for procurements.**

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

**Entirety of Agreement/Additional Terms**

In the event an award is made to a bidder, this bid document represents the entire agreement between DCSD and the successful bidder. DCSD shall not be bound to additional terms and conditions and/or extraneous language added to this document by bidders/proponents.

**Payment Options**

Payment will be made by electronic transactions or paper check. Electronic payments in the form of ACH (Paymode) or issued loadable credit cards (e-Payables) are the DCSD preferred methods of payment. Bidders will be issued paper checks only under special circumstances.

**Assignment of Award**

Solicitation awards may not be assigned to another party without the expressed written permission of DCSD.

**Ownership Rights**

DCSD shall retain ownership rights to the contents of all documents, supporting literature and data submitted by bidders in relation to this bid.

**Infringement**

Bidders shall fully indemnify Indemnitees against any claims of infringement or any patent, copyright, trade secret, trademark, or other intellectual property rights related to the bidder's response to this bid or upon contract award. Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon contract.

**Confidentiality and Non-Disclosure**

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

Bidders to this bid 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.

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**Indemnification**

1) The successful bidder shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this Bid), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to bidder's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the bidder its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to bidder's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

2) The successful bidder shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to bidder from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

- Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon services for any reason.

**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.

**Bid Security**

As security, the bid must be accompanied by a BID BOND, on the form required by DCSD for an amount not less than five percent (5%) of the bid if the bid is \$100,000 or more (including the base bid plus any possible combination of alternates that could result in an award of \$100,000 or more). A Bid Bond submitted using an AIA document is unacceptable and shall result in your bid being deemed non-responsive. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current power of attorney. The surety must be satisfactory to the Owner and must be licensed to do business in Georgia as approved by the State Insurance Commissioner's Office. No other form of bid security will be accepted.

**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.

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**Rights Of Way And Easements**

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

**Certificate of Insurance**

Certificate of Insurance and/or ACORD Form is required with solicitation submittal.

Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance."

**Insurance**

The DCSD Risk Management Unit sets insurance and indemnification requirements for each solicitation.

Certificate of Insurance and/or ACORD Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with Certificates of Insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this bid will be contingent upon receipt within ten (10) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Management Unit. No work will commence and no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Management Unit. In the event the awarded bidder cannot produce insurance coverage acceptable to the DCSD Risk Management Unit within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

1) Bidder shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Bidder shall procure the insurance policy or policies at the bidder's own expense and shall furnish to DCSD a certificate(s) of insurance containing the following information:

- (a) Name and address of agent/broker;
- (b) Name and address of insured;
- (c) Name of insurance company, underwriting syndicate, or other insuring entity;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice requirements of material adverse change;
- (j) Signature of authorized agent/broker;
- (k) Telephone number of authorized agent/broker; and
- (l) Details of policy exclusions applicable to this agreement in comments section of the certificate of insurance.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

- (2) Bidder is required to maintain the following insurance coverage during the term of this agreement:
  - (a) Workers Compensation Insurance in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Bidder shall have the ability to self-insure its required workers compensation coverage if bidder is an approved self-insurer in the State of Georgia.
  - (b) Comprehensive General Liability Policy, or equivalent coverage, to include products

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and completed operations liability and contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.

- (c) Comprehensive Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by bidder or bidder's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.
- (d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than \$2,000,000.
- (e) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:
  - (i) All policies and coverage shall be on an "occurrence" not "claims made" basis.
  - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.
  - (iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
  - (iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
  - (v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.
  - (vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
- (f) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:
  - Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate.  
Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by bidder, including captive or self-insured programs, with the prior written approval of DCSD.
  - (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity, applies to liability assumed by the named insured.
  - (iii) Shall include Indemnitees as additional insured.
  - (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
  - (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
  - (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFP).
- (g) Bidder shall require any and all subbidders performing work under this agreement to carry insurance of the types and with limits of liability as bidder shall deem appropriate and adequate for the work being performed. However, the obligations of the bidder to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subbidders. Further, bidder agrees that their obligations to indemnify and insure the Indemnitees shall

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pertain to all losses arising out of the subbidder's acts or negligence in the same manner and to the same extent as if committed by the bidder. Bidder shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subbidders.

### ***Protest Process***

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services 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:
  - a. appropriate identification of the solicitation;
  - b. a statement of reasons for the protest;
  - c. 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
  - d. the desired remedy.
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.**

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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 Vendor Services. The protest may be sent by any of the following means:

**MAIL: Attention: Carla Smith**  
 Executive Director  
 DeKalb County School District  
 Vendor Services  
 1701 Mountain Industrial Boulevard  
 Stone Mountain, Georgia 30083

**Email:** [solicitationquestions@dekalbschoolsqa.org](mailto:solicitationquestions@dekalbschoolsqa.org)

**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 Vendor Services 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 Vendor Services 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:

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- 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.

**ALL BIDS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD WEBSITE AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Bidders are solely responsible to review and make themselves aware of DCSD bids posted on the following website:**

<https://dekalbschoolsqa.ionwave.net/Login.aspx>

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## SCOPE OF WORK / SPECIFICATIONS

### 1. PURPOSE

The DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide Asphalt Paving, Striping & Overlay 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 the Paving Contractor. It is the intent of the District to award this contract to multiple vendors.

### 2. GENERAL OVERVIEW/SCOPE OF WORK

- A. **Asphalt Paving-** Contractor shall thoroughly clean and remove grass from the pavement prior to resurfacing, but shall be required to repair broken or loose pavement. Contractor shall then apply the prime coat and asphaltic surface.
- B. **Tack Coat & Prime Coat-** Materials and method of application shall conform to the requirements as specified in the Georgia Department of Transportation (GDOT) specifications, latest edition. Rate of application shall be 0.10 gallons per square yard. Cost for this item shall be included in the price of the asphaltic surface course. During the distribution of the tack coat and resurfacing operations, precaution shall be taken to prevent the dragging and spreading of asphaltic material on surrounding streets, sidewalks, driveways, and curbing. All new base materials shall have a prime coat per GDOT specifications.
- C. **Asphaltic Concrete Surface Course-** Type S-3, No. 3 hot-mix asphalt shall be in accordance with GDOT standards and specifications. Minimum allowable thickness shall not be less than one (1) inch.
- D. **Rolling/Compacting-** Rolling of asphalt materials shall be accomplished with at least a 5-ton roller with a minimum of 5 passes, or until material is satisfactorily compacted and finished smooth. Finished material strength shall have a minimum compression strength of 1500 PSI.
- E. **Pitch & Drainage-** Extra preparation for pitch and drainage shall be 6' in width and swale/earthwork as needed, per project in compliance with GDOT specifications. (i.e. road & bridge sod/earthwork).
- F. **Line Striping; Line Striping Paint-** Paint shall be GDOT and VOC approved, Set Fast Quick Dry Latex Traffic Paint that complies with current Federal Specifications and Requirements: TT-P-1952b (non-lead) latex type, or equivalent. Paint shall not cause asphaltic concrete surface to crack or bleed. Colors to be used are white, yellow, and blue. Standard parking space size shall be 9' x 18', unless otherwise directed or reserved for handicapped space. All handicapped parking areas shall comply with ADA and be 9' x 18' minimum with an additional, adjacent access aisle of 5' x 18' minimum.
- G. **Other Striping/Painting-** The contractor shall use lead free paint or striping material to also include the following:
- Phrase lettering at a height no less than 2'.
  - Directional arrows at a size of no less than 3' from arrow base to point.

**DAF Concrete, Inc. - Antonio Sanchez**  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- ADA approved handicap symbols at a size no less than 3', the preferred is 6', from bottom to top of symbol.
  - All curbs shall be painted the same color unless directed otherwise by DCSD.
  - All car stops shall be painted the same color unless directed otherwise by DCSD.
  - Numbers and letter shall be painted in black, unless directed otherwise by DCSD, and shall be a minimum of 3' in height.
- H. **Pavement Seal Coating-** The contractor shall provide all material, equipment, labor and transportation necessary for the seal coating of the existing bituminous paving surfaces including sealing of all cracks and crevices as required and specified herein, on as needed basis. This work will consist of: **1. Seal Coating the existing bituminous pavement with two (2) coats, 2. Sealing all pavement cracks ¼' wide and wider, 3. Testing all work as required.**
- I. **Running Tracks Surfaces-** The following establishes minimum requirements for running tracks surfaces. For other field events, the contractor shall refer to DGM 02881-Outdoor Athletic Courts & Fields.
- High schools are to receive a standard 400-hundred-meter, Double Bend Track with eight (8) lanes, with all event markings in accordance with USTC & TBA standards.
  - Middle Schools are to receive a standard 400-meter, Double Bend Track with six (6) lanes. The two (2) interior lanes are to be removed, with all event markings in accordance with USTC & TBA standards.
  - It is the preference of DCSD that the double bend track is provided in every case. However, in extreme cases where space may not allow the double bend track, the International Standard Track will be acceptable upon approval of DCSD.
  - Hot mix asphalt pavement should be placed with a self-propelled asphalt paver. The screed width should be adjustable to no less than eight feet (8'). Only hydraulic screed and auger extensions to achieve widths greater than that of the main screed are acceptable.
  - Compaction equipment should consist of steel drum asphalt rollers of sufficient size and width to properly compact the hot mix asphalt to the required compaction, while providing a smooth surface free from marks, bumps, creases and indentations at seams.
  - Contractor shall furnish and maintain at the site, in good working condition, one 10' straightedge for each paver.
  - Hot-mix asphalt courses should only be place on specified base, free from contamination and no free water on the surface.
  - Temperature ranges for mixtures to be dumped into paver should be in compliance with GDOT specifications and should never be cooler than 225 degrees F.

**DAF Concrete, Inc. - Antonio Sanchez**  
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- Paving operations shall provide a mat that is smooth, dense, and of the proper thickness, slope and planarity as per GDOT specifications.
- J. **Miscellaneous-** When a project requires asphalt to be replaced, the area must be milled to a depth to prepare for soil cement base & asphalt if rock base is not in place.
- Install & Compact at least 2" of asphalt binder.
  - Install & Compact at least 1" of finishing asphalt (Type F).
- K. **Safety Standards-** All current OSHA safety standards shall be enforced with the inclusion of the following rules:
- Contractor shall ensure that employees are equipped with proper safety items such as glasses, gloves, etc.
  - All heavy vehicles (trucks, etc.) shall have backup alarms that meet OSHA standards.
  - All OSHA and Federal required safety equipment should be installed and functioning on all equipment.
  - All incidents on campus involving district property or personnel shall be reported to the designated school contact immediately upon occurrence.
  - All debris (papers, trash, etc.) shall be removed by the Contractor.
  - The Contractor shall place and maintain a temporary protective 4' orange fence barrier around the entire work area. When heavy equipment is used or excavation is performed then two barriers spaced 10' are required.
- L. **Material Testing-** Testing shall be performed by a qualified independent testing laboratory selected by DCSD. Testing shall be performed on all seal mix to be applied by the Contractor included under Pavement Seal Work. All expenses for this testing shall be borne by the Contractor. Testing reports shall be submitted from each job to the owner as directed. Testing of seal mix shall not normally be required for each job but is specified herein as a reserved right and option of DCSD.
- M. **Material Certificate-** Contractor shall provide Material Certificates within forty-eight (48) business hours of request signed by the material producer and the subcontractor, certifying that each material item complies with or exceeds the specified requirements, and meets the requirement of Federal Specification ROP-355. However, the water content shall not exceed fifty (50) percent. The certificate shall be delivered to DCSD prior to the beginning of work. The manufacturer's certification shall be interpreted as a basis for final acceptance. Any certifications received shall be subject to verification by testing samples received for the project.
- N. **Quality Assurance-** Contractor shall be knowledgeable with regard to rules of track and field as they relate to facilities, variations between the governing bodies, orientation, site layout, drainage, soil issues, and surface requirements.

**DAF Concrete, Inc. - Antonio Sanchez**  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- Calculations for track dimensions shall be made by a certified track-computing statistician.
- Running Track calculations shall be in meters.
- Calculations shall be guaranteed accurate.
- Hot-mix asphalt shall meet the GDOT requirements for Type S-3 asphalt.
- Contractor shall provide written verification that all High School & Middle School running tracks are certified.

Contractor shall provide written verification that all High School & Middle School running tracks are calibrated correctly.

### 3. SPECIFICATIONS

Contractor shall visit each project site and become familiar with all conditions that may affect the work. A written estimate and proposed schedule must be provided with drawings if applicable for approval by appropriate DCSD personnel before project begins. Contractor is required to furnish all materials and labor. **All work must be performed in accordance with the DCSD's Guide Specifications.**

1. The contract may be awarded to one or more contractors. Individual jobs may be quoted by the awarded contractors at the discretion of the district.
2. The contractor agrees to provide the following items for the project and to perform in accordance with the contract conditions of this ITB:
  1. All labor, materials, equipment and services required to complete the work.
  2. All supervision and coordination of each work project.
  3. Provide an estimate of total project costs as a guaranteed maximum amount prior to commencing work on the project.
  4. All required insurance and certificates.
  5. All permits, licenses, inspection fees, etc.
  6. All administration, financial and safety aspects.
  7. All work completed by the agreed upon completion date. A completion schedule shall be submitted showing all tasks and durations and completion dates by the date required.
  8. All required completion close-out documents (e.g. warranties, lien waivers, completion certificates, governing inspection certificates, etc.).
  9. In the event an awarded contractor cannot address/meet the DCSD's needs within 10 working days from work request; DCSD reserves the right to consider the next highest responsive proposer.

### 3. BASIC GUIDELINES FOR CONTRACT

1. Basis for the agreement between DCSD and contractor/vendor will be a negotiated lump sum price per project, based on awarded unit prices and other provisions of this ITB.
2. The total amount of work performed under the contract by the Contractor on all projects, collectively, may exceed \$100,000.00 in any given year.

**DAF Concrete, Inc. - Antonio Sanchez**  
\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**4. SUB-CONTRACTORS**

1. All sub-contractors shall be bound by the Contractor and all of the requirements of this ITB. Sub-contractor mark-up must include all taxes, insurance, overhead, profit and all other mark-ups for their own work. Awarded contractor is responsible for ensuring that sub-contractors adhere to all DCSD policies, terms and requirements.
2. The contractor will be responsible to provide all sub-contractors and/or suppliers any information and contract proposal documents pertaining to completion of the pricing.

**5. LICENSES**

Contractor must submit with proposal a current State of Georgia General Contractor's License.

**6. PERMITS**

The contractor shall be responsible for the procurement and payment of all permits required by any and all agencies having jurisdiction over the project.

**7. WORK START**

The contractor shall start work on each project after:

1. DCSD has issued the contractor a written Work Authorization Form.
2. The start date shall be no later than ten (10) working days once job is approved. If material is delayed, DCSD is to be notified immediately.
3. The contractor has coordinated the proposed work schedule and other project items with the DCSD Maintenance Supervisor, SPLOST Construction Manager, the school Principal, and any other designated DCSD personnel involved with the individual project.

**8. WORK TIMES**

- i. All work on site shall be accomplished during normal business hours which are 8:00 A.M. to 5:00 P.M. unless otherwise agreed upon with DCSD.
- ii. All work that cannot be performed during normal business will have to be complete on nights and weekends.

**9. PROPERTY PROTECTION**

- i. Contractor shall protect all existing furniture, equipment, structures, trees, shrubbery, landscaping and grass from damage.
- ii. Contractor shall be responsible for satisfactory replacement or repair of any damage that occurs as a result of this contracted work.
- iii. Contractor shall clean up all work debris and legally dispose of all debris off site and must "broom clean" at the end of each workday. Accumulation of debris will not be permitted. Disposal in a DCSD dumpster/Construction dumpster will not be permitted.

**DAF Concrete, Inc. - Antonio Sanchez**

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

10. **SECURITY**

1. All employees of the Contractor shall be required to wear (so as to prominently display) an identification badge issued by the DCSD Public Safety Department while on DCSD property.
2. All employees of the Contractor will sign-in (date & time) at the front desk on DCSD property, notifying appropriate personnel. Upon leaving the project, all employees must sign-out (date & time).

11. **SAFETY**

1. Contractor is solely responsible for the safety of all workmen, DCSD personnel and students present during the execution of the work.
2. Extreme caution shall be exercised by all workmen to ensure that all possible precautions are taken to prevent injury to DCSD staff and students.
3. Contractor shall not leave equipment unattended.
4. Contractor shall prevent school children from entering the work area while work is in progress.

12. **WORKMANSHIP**

1. All work shall be performed in a professional manner. Work must be in compliance with all governing Federal, State, County, City, electrical, plumbing, HVAC, including fire Safety Codes. All work requiring licensed mechanics by code or regulation shall be done only by the employees having such licenses.
2. Unless otherwise specified, all work will be in compliance with DCSD Design Standards and Guide Specifications.

13. **HAZARDOUS MATERIAL**

1. All materials which are scheduled to be incorporated into the work under this agreement shall first either be certified by the manufacturer to be asbestos free or to be inspected by accredited parties and certified to be free of asbestos content in accordance with EPA, AHERA and 1982 School Rules.
2. Prior to starting work, contractor shall obtain a statement from DCSD regarding the status of any existing hazardous materials known to be present in the areas affected by the work. DCSD will perform necessary abatement to hazardous materials prior to the contractor performing the work in those work areas.
3. If the contractor suspects that hazardous materials may exist in areas of work not previously discovered by the DCSD, the contractor shall cease work immediately in the area of the suspect materials and contact the DCSD for confirmation testing and if necessary prompt abatement action so as not to hinder the progress of the work. The contractor shall not disturb any suspect materials.

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4. If the contractor will be using hazardous materials, contractor shall provide MSDS sheets for each material and the contractor shall provide all necessary cleaning, such as removal of spillage, and remove all irregularities to ensure all hazardous materials will not affect the DCSD.

14. **INSPECTIONS**

1. Contractor is responsible for furnishing all materials, labor and services for all work in accordance with the contract documents.
2. Any inspection of the work by any representative of the DCSD shall in no way affect these responsibilities and undertakings of the contractor.
3. The failure of any representative of the DCSD to discover or bring to the attention of the Contractor for existence of any work obligation of the contractor does not relieve the contractor from fulfilling his responsibilities under the contract documents.
4. A contractor's representative shall attend the final inspection. A walk-thru with appropriate DCSD personnel must occur and be approved for project completion and acceptance.

15. **PROJECT COMPLETION TIME**

All work for each project shall be completed by the dates identified in the DCSD request to start work.

16. **DCSD LIST OF LOCATIONS**

Reference Appendix A for list of DCSD locations.

**DAF Concrete, Inc. - Antonio Sanchez**  
\_\_\_\_\_  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**COST SHEET**

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

Please provide a unit price for the following items:

**1. Milling:**

Milling 1"	\$	<u>10.00</u>	(Per Square Yard)
Milling 2"	\$	<u>10.00</u>	(Per Square Yard)
Milling 3"	\$	<u>10.00</u>	(Per Square Yard)
Milling 4"	\$	<u>10.00</u>	(Per Square Yard)

**2. Install Asphalt:**

Install 1" of Asphalt	\$	<u>25.00</u>	(Per Square Yard)
Install 2" of Asphalt	\$	<u>30.00</u>	(Per Square Yard)
Install 3" of Asphalt	\$	<u>35.00</u>	(Per Square Yard)
Install 4" of Asphalt	\$	<u>35.00</u>	(Per Square Yard)

**3. Install F-Topping:**

Install 1" of F-Topping	\$	<u>15.00</u>	(Per Square Yard)
Install 1.25" of F-Topping	\$	<u>25.00</u>	(Per Square Yard)
Install 1.5" of F-Topping	\$	<u>20.00</u>	(Per Square Yard)
Install 1.75" of F-Topping	\$	<u>20.00</u>	(Per Square Yard)
Install 2" of F-Topping	\$	<u>30.00</u>	(Per Square Yard)

**4. Install Permafex:**

Install 1" of Permafex	\$	<u>20.00</u>	(Per Square Yard)
Install 2" of Permafex	\$	<u>20.00</u>	(Per Square Yard)
Install 3" of Permafex	\$	<u>20.00</u>	(Per Square Yard)
Install 4" of Permafex	\$	<u>20.00</u>	(Per Square Yard)

**5. Striping:**

Striping width of 4" to 6"	\$	<u>1.50</u>	(Per Linear Foot)
Striping width of 7" or greater	\$	<u>2.00</u>	(Per Linear Foot)

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**6. Other Striping/Painting:**

Painted Lettering (No less than 2' in height)	\$ <u>32.00</u>	(Per Phrase)
Directional Arrows (No less than 3' from base to point)	\$ <u>40.00</u>	(Per Arrow)
Handicap Symbol (Minimum 3' from bottom to top)	\$ <u>30.00</u>	(Per Symbol)
Painted Curbs	\$ <u>5.00</u>	(Per Linear Foot)
Painted Car Stops	\$ <u>20.00</u>	(Per Car Stop)
Painted Numbers (Minimum 3" in Height)	\$ <u>5.00</u>	(Per Number)

**7. Miscellaneous:**

Pavement Seal Coating (Two Coats)	\$ <u>3.00</u>	(Per Square Yard)
Clearing all Weeds/Grass from Cracks.	\$ <u>3.50</u>	(Per Square Yard)
Pothole Repair	\$ <u>1,500.00</u>	(Per Pothole)

**DAF Concrete, Inc. - Antonio Sanchez**  
 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

### IMMIGRATION & 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) Bidder (the "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 Bidder **MUST INITIAL** the statement applicable to Bidder below:
    - (a) \_\_\_\_\_ (Initial here): order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Bidder further warrants and agrees 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. [Bidders who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

  - (b) \_\_\_\_\_ (Initial here): 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. [Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];
- or
- (c) \_\_\_\_\_ (Initial here): 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) Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides 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) Bidder agrees that, if 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 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.

DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

5) AS (Initial here) 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.

Antonio Sanchez  
Signature

5/23/2023  
Date

390540  
EEV/Basic Pilot Program  
User Identification Number

2/16/2012  
Date of Authorization

Firm Name: DAF Concrete, Inc.

Street/Mailing Address: 9160 Turner Road

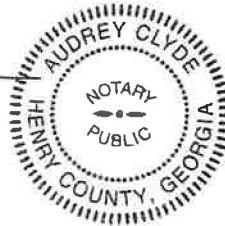
City, State, Zip Code: Jonesboro, GA, 30236

Telephone Number: (770) 629-4036

Email Address: daf\_concrete\_inc@yahoo.com

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
23 DAY OF May, 2025

Audrey Clyde  
Notary Public  
My Commission Expires: May 9 2025



DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT  
Bidder E-Verify Affidavit

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

Federal Work Authorization User Identification number: 30-0217601  
Date of Authorization: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Solicitation Number (if applicable): \_\_\_\_\_  
Name of Public Employer: DeKalb County School District

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

Executed on May 5th, 2023 in Jonesboro, Georgia  
(city) (state)

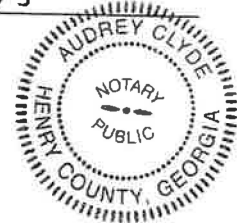
Signature of Authorized Officer or Agent Antonio Sanchez

Printed Name and Title of Authorized Agent: Antonio Sanchez - President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF May, 2023.

Notary Public Audrey Clyde

My Commission Expires: May 9<sup>th</sup> 2025



DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT  
Bidder E-Verify Affidavit

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

Federal Work Authorization User Identification number: 390540  
Date of Authorization: 2/16/2012  
Name of Project: Asphalt, Paving, Striping & Overlay  
Solicitation Number (if applicable): \_\_\_\_\_  
Name of Public Employer: DeKalb County School District

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

Executed on May 23, 2023 in Jonesboro, Georgia

Signature of Authorized Officer or Agent Antonio Sanchez  
(city) (state)

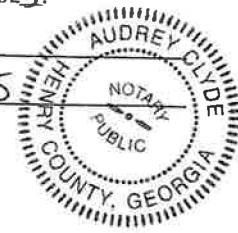
Printed Name and Title of Authorized Agent: Antonio Sanchez - President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE May DAY OF 23, 2023.

Notary Public

My Commission Expires:

Audrey Clyde  
May 9<sup>th</sup> 2025



DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT  
Contractor Affidavit under O.C.G.A. § 13-10-81(b)(1)

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

Federal Work Authorization User Identification number: 390540  
Date of Authorization: 2-16-12  
Name of Subcontractor: N/A  
Name of Project: Asphalt, Paving, Striping & Overlay  
Solicitation Number (if applicable): \_\_\_\_\_  
Name of Public Employer: DeKalb County School District

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

Executed on 5, 23, 2023 in Jonesboro, GA  
Signature of Authorized Officer or Agent: Antonio Sanchez  
Printed Name and Title of Authorized Agent: Antonio Sanchez President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF May, 2023  
Notary Public: Audrey Clyde  
My Commission Expires: May 9<sup>th</sup> 2025

DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

N/A

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

Federal Work Authorization User Identification number: \_\_\_\_\_  
Date of Authorization: \_\_\_\_\_  
Name of Subcontractor: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Solicitation Number (if applicable): \_\_\_\_\_  
Name of Public Employer: DeKalb County School District

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

**DAF Concrete, Inc. - Antonio Sanchez**  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

N/A

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

Federal Work Authorization User Identification Number: \_\_\_\_\_  
Date of Authorization: \_\_\_\_\_  
Name of Sub-subcontractor: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Solicitation Number (if applicable): \_\_\_\_\_  
Name of Public Employer: DeKalb County School District

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

Executed on \_\_\_\_\_, 202\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

DAF Concrete, Inc. - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**CLIENT REFERENCES**

*(You are required to copy this form and use one form per reference.)*

Attach and label "Bidder's Client References."

Clayton County Water Authority  
Company Name Providing Reference

1600 Battlecreek Rd, Morrow, GA, 302060  
Address City/State/Zip

Marcus McLester  
Name of Contact Person

(404) 593-3614  
Telephone Number of Contact Person

marcus.mclester@ccwa.us  
Email Address of Contact Person

2015  
Date of Relationship

**Important! This is a vital part of your bid submission. DCSD will verify customer references. It is advisable that you inform your reference contact person that you have listed him/her for reference.**

DAF Concrete, Inc - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**CLIENT REFERENCES**

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Attach and label "Bidder's Client References."

Dekalb County - Road & Drainage Dept.  
Company Name Providing Reference

727 B Camp Road | Decatur, GA 30032  
Address City/State/Zip

Garrett Bell  
Name of Contact Person

(404) 297-4583  
Telephone Number of Contact Person

gbell@dekalbcountyga.gov  
Email Address of Contact Person

2021  
Date of Relationship

**Important! This is a vital part of your bid submission. DCSD will verify customer references. It is advisable that you inform your reference contact person that you have listed him/her for reference.**

DAF Concrete, Inc - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE



**CLIENT REFERENCES**

*(You are required to copy this form and use one form per reference.)*

Attach and label "Bidder's Client References."

Gwinnett County - DWR

Company Name Providing Reference

684 Windsor Hwy, Lawrenceville, GA, 30045

Address City/State/Zip

Christopher Neidlinger

Name of Contact Person

(678) 376-6969

Telephone Number of Contact Person

christopher.neidlinger@gwinnettcountry.com

Email Address of Contact Person

2013

Date of Relationship

**Important! This is a vital part of your bid submission. DCSD will verify customer references. It is advisable that you inform your reference contact person that you have listed him/her for reference.**

DAF Concrete, Inc - Antonio Sanchez

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**CLIENT REFERENCES**

*(You are required to copy this form and use one form per reference.)*

Attach and label "Bidder's Client References."

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Company Name Providing Reference

1600 Battlecreek Rd, Morrow, GA, 302060  
Address City/State/Zip

Marcus McLester  
Name of Contact Person

(404) 593-3614  
Telephone Number of Contact Person

marcus.mclester@ccwa.us  
Email Address of Contact Person

2015  
Date of Relationship

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DAF Concrete, Inc - Antonio Sanchez  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

**REQUIRED SUBMITTALS / DOCUMENT CHECKLIST**

**IMPORTANT NOTICE:** IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected. Failure to sign this document at all signature lines and/or attachments will not be accepted.

<https://dekalbschoolsqa.ionwave.net/Login.aspx>

**Attachments (Required):**

- Signature on all pages (REQUIRED)
- Addenda – each individual addendum must be printed, signed and inserted immediately following the solicitation document (UPLOAD REQUIRED, if applicable.)
- Bid Prices (UPLOAD REQUIRED)
- Cost Sheet (UPLOAD REQUIRED)
- Business License (UPLOAD REQUIRED)
- No Obligation / No Order(s) Guaranteed / Cost to Bid (UPLOAD REQUIRED)
- Suspension and Debarment (UPLOAD REQUIRED)
- Non-Collusion (UPLOAD REQUIRED)
- Conflict of Interest (UPLOAD REQUIRED)
- Certificate of Insurance (UPLOAD REQUIRED)
- References (UPLOAD REQUIRED)
- Subcontractor list (UPLOAD REQUIRED, if applicable)
- Georgia Security and Immigration Compliance Act (UPLOAD REQUIRED)
- Audited Financial Statements for 2021 and 2022 (UPLOAD REQUIRED)

**Appendices:**

Appendix A- DCSD List of Locations

**DAF Concrete, Inc - Antonio Sanchez**

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

***Non-Collusion***

**Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"**

Bidders shall fully certify that they, as an individual or as an 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 response are 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.

Bidder must sign below acknowledging the above statement.

**Signature of Company Representative:** DAF Concrete, Inc.      **Date:** 5-23-23  
(Company Name/Certifying Official Signature)

**Conflict of Interest**

**Upload this documentation under the Response Attachment tab via IonWave titled "CONFLICT OF INTEREST"**

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: DA Concrete, Inc. Date: 5-23-25  
(Company Name/Certifying Official Signature)

**No Obligation/No Order(s) Guaranteed/Cost to Bid**

**Upload this documentation under the Response Attachment tab via IonWave titled "NO OBLIGATION".**

The contract will be awarded to the lowest responsive and responsible bidder meeting the specifications within this Invitation to Bid if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. The acquisition of any program, product, or element by bidders to satisfy any requirements of this Invitation to Bid is the sole responsibility of bidders. There is no guarantee that any bidder will receive an order as a result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) by the bidder in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the bidder. Expenses incurred by the bidder will not be reimbursed by DCSD or become a reason for placing an order with the bidder.

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official: DAF Concrete, Inc. Antonio S. [Signature] Date: 5-23-23  
(Company Name / Certifying Official Signature)

***Suspension and Debarment***

**Upload this documentation under the Response Attachment tab via IonWave titled "SUSPENSION & 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(ies) 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, DCSD may pursue all available remedies including, but not limited to, suspension and/or debarment.

The bidder shall provide immediate written notice to the Purchasing Department of DCSD 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.

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

Signature of Engaging Official: DAF Concrete, Inc. Date: 5-23-23  
(Company Name / Certifying Official Signature)

Further, the Purchasing Department of DCSD will check the SAMS website at <https://www.sam.gov/SAM/> to determine if the bidder is listed.

**Bid Prices**

I hereby certify that the cost(s) included in this bid are accurate and binding for ninety (90) days from the Invitation to Bid opening date. If an award is not made within ninety (90) days, it shall be incumbent upon the bidder to notify DCSD in writing if it does not want its bid submittal considered further. Failure to notify the DCSD shall mean that the bid submitted remains valid until award, even if beyond ninety (90) days.

I further certify that the proposed cost(s) are accurate and reflect any applicable discounts and that the company which I represent shall deliver the goods and/or services for this amount. I also agree that no extra cost or payments to any entity, including bidder, will be allowed for any miscalculation, deficiency or difference later discovered.

Bidder must sign below acknowledging the above statement.

Signature of Engaging Official: DAF Unimate, Inc. Date: 5-23-23  
(Company Name / Certifying Official Signature)

**Illegal Immigration Reform and Enforcement 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 (i.e. public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

Upload this documentation under the Response Attachment tab via IonWave titled **"IMMIGRATION SECURITY DOCUMENTATION STATEMENT"**.

**Bidders must complete and/or have their subcontractors complete the following forms:**

- 1) Immigration and Security Certification
- 2) Bidder E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only)
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

\_\_\_\_ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit. **Please be advised that the Immigration and Security Certification and the Bidder E-Verify Affidavit must still be submitted.**

Signature of Engaging Official: DAF Concrete, Inc. Antonio Sanchez Date: 5-23-23  
(Company Name / Certifying Official Signature)

**END**

**OF**

**SOLICITATION**

---

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

<https://dekalbschoolsga.ionwave.net/Login.aspx>

May 10, 2023

**TO: ALL BIDDERS UNDER ITB 24-548 ASPHALT, PAVING, STRIPING & OVERLAY**  
**FROM: Purchasing Department, DeKalb County School District**

**ADDENDUM NO. 1**

1. A technical issue was discovered in the IonWave software that did not allow the submission of electronic bids. The re-post of the solicitation is to allow electronic submission of bids.
  2. All other conditions remain in full force and effect.
  3. If a response has been submitted and anything in this Addendum causes the offeror to change the item offered or to increase or decrease the bid price, the new price and/or change(s) will be inserted below.
- 
4. All bidders under ITB 24-548 Asphalt, Paving, Striping & Overlay, are kindly requested to acknowledge receipt of this Addendum by signing the page below and returning with your proposal.

**DAF Concrete, Inc.** *Antonio Sanchez*

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE  
Addendum No. 1 to ITB 24-548 Asphalt, Paving, Striping & Overlay



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

<https://dekalbschoolsga.ionwave.net/Login.aspx>

May 23, 2023

**TO: ALL BIDDERS UNDER ITB 24-548 ASPHALT, PAVING, STRIPING & OVERLAY**

**FROM: Purchasing Department, DeKalb County School District**

**ADDENDUM NO. 2**

1. The submission deadline is hereby extended to Tuesday, June 6, 2023 at 2:00PM.
  2. The virtual public opening is hereby revised to Tuesday, June 6, 2023 at 3:00PM.
  3. All other conditions remain in full force and effect.
  4. If a response has been submitted and anything in this Addendum causes the offeror to change the item offered or to increase or decrease the bid price, the new price and/or change(s) will be inserted below.
- 
5. All bidders under ITB 24-548 Asphalt, Paving, Striping & Overlay, are kindly requested to acknowledge receipt of this Addendum by signing the page below and returning with your proposal.

**DAF Concrete, Inc.** *Antonio Sanchez*

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE  
Addendum No. 2 to ITB 24-548 Asphalt, Paving, Striping & Overlay