



Signature Routing Form

AOM Initials: MM 8.25.25

For Superintendent's Approval/Signature

Date: 8/19/2025

Division Head: Erick Hofstetter (Operations)

Initials: EH

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: Service Agreement - Darling Ingredients, Inc. ITB 24-446 Not to exceed \$1,000,000

From (if other than Division Head): Click here to enter name & department.

Legal Review: ☐ NO ☒ YES

BOE Approval: ☐ NO ☒ YES

Charge Code: 100.2600.543000.00011.7520.9990.8013.040.0000

Notes: Service Agreement - Darling Ingredients, Inc. – ITB 24-446
Not to exceed \$1,000,000 BOE July 14, 2025

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: Choose an item.

Due by: Click here to enter a date

Return documents to: Crystal Holley Ext. 61440

For Superintendent's Office Use Only

Date received: 8/20/25 Date returned: 8/26/25 Processor's Initials: SH



DATE RECEIVED: _____

MATTER ASSIGNED TO: _____

Request for Legal Assistance DCSD Office of Legal Affairs

ATTORNEY – CLIENT COMMUNICATION

PLEASE SUBMIT COMPLETED REQUEST FORM TO
DCSD OFFICE OF LEGAL AFFAIRS.

*** This request is a confidential communication and should be treated as such ***

DESCRIPTION OF REQUEST

Title of Item/Topic: Legal Review and Approval – Contract Review
(e.g., contract review, policy matter, etc.)

Date of request: 6/12/2025 Due Date: 6/19/2025 3 to 5 business days)

Background information/Detail: Contract Award ~ ITB 24-446 ~ Darling Ingredients, Inc. - Grease Trap and Septic Tank Pumping Services Not to Exceed ~ \$1,000,000

PROCUREMENT DETAILS (if applicable)

Include details confirming that all applicable DCSD procurement policies and requirements have been adhered to: _____

SUPPORTING DOCUMENTATION

Please attach/include any additional supporting documentation that are relevant to your request.

Description of supporting documentation, if any _____

REQUIRED AUTHORIZATION

Requested by: Darlene Y. Hughes, Esq.

Email: darlene_hughes@dekalbschoolsqa.org Telephone: 678-676-1447

Department: Operations Division

Cabinet Member authorizing the request: Erick Hofstetter

LEGAL APPROVAL

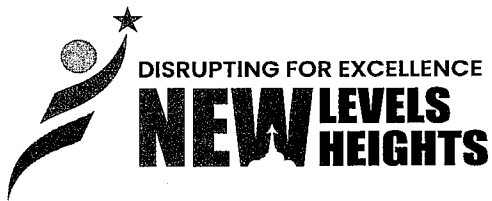
Approved as to form by the DCSD Office of Legal Affairs? ☒ Yes ☐ No
-OR- (check one only)

Approved as to form by Outside Legal Counsel? ☐ Yes ☐ No

*Referrals to Outside Legal Counsel must be coordinated and approved by the DCSD Legal Dept.

Approving Attorney (and law firm if Outside Counsel) H. Eric Hilton, Esq.

Comments: _____



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

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: July 14, 2025

RE: **Contract Award ~ ITB 24-446 ~ Darling Ingredients, Inc. ~ Grease Trap and Septic Tank Pumping Services (Not to exceed \$1,000,000)**

At its business meeting on Monday, July 14, 2025, the DeKalb Board of Education approved the contract award of ITB 24-446 to **Darling Ingredients, Inc.** for **Grease Trap and Septic Tank Pumping Services not to exceed \$1,000,000.**

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

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance
Ms. Latrice Brown-Shropshire, Purchasing Assistant, Division of Finance

SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND
DARLING INGREDIENTS, INC.

Service Provider: Darling Ingredients, Inc.

Service Provider Address: 5076 NIFDA Drive
Atlanta, GA 30339

ITB No.: 24-446

Description: Grease Trap and Septic Tank Pumping Services

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 Darling Ingredients, Inc. (hereinafter the "Service Provider") whose physical address is 5076 NIFDA Drive, Atlanta, 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 Grease Trap and Septic Tank Pumping 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 Grease Trap and Septic Tank Pumping Services; and

WHEREAS, the Service Provider remains agreeable to provide Grease Trap and Septic Tank Pumping 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. **24-446 (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 **July 14, 2025 (Exhibit C)**; and
- e. Notice of Award dated **July 22, 2025 (Exhibit D)**.

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: Darling Ingredients, Inc.

Address: 5076 NIFDA Drive
Atlanta, GA 30339

Contact Person: Ken Thomley
Title: General Manager
Phone: 404-605-0050
Email: kthomley@darpro.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 begins on the date executed by the last Party to execute below (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. 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 24-446. 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 24-446, 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 24-446, 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 \$1,000,000.00 as set forth in Exhibit "C". 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:

Type of Insurance	Coverage Limits
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]

8-25-25
[Date of Execution]

VENDOR:

DARLING INGREDIENTS, INC.

By: Kent Thomley - GM
[Signature]

Kent Thomley - GM
[Printed Name, Title]

5076 NIFDA Drive

Atlanta, GA 30339
[Printed Address]

8-18-25
[Date of Execution]

EXHIBIT "A"

ITB 24-446

Grease Trap and Septic Tank Pumping Services

PAGE 1

 DeKalb County School District	Vendor Services Department Procurement 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083
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Invitation to Bid (ITB) 24-446

Grease Trap and Septic Tank Pumping Services

Schedule of Events (All times are EST)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	June 6, 2024	5:00 PM	https://dekalbschoolsga.ionwave.net
Optional Pre-Bid Conference	June 13, 2024	11:00 AM	Via Microsoft Teams (registration required)
Deadline to Submit Questions (Q&A)	June 17, 2024	4:30 pm	https://dekalbschoolsga.ionwave.net
Q&A Deadline Responses	June 20, 2024	4:30 pm	https://dekalbschoolsga.ionwave.net
Submission Deadline	June 27, 2024	2:00 pm	https://dekalbschoolsga.ionwave.net
Virtual Public Bid Opening	June 27, 2024	3:00 pm	Via Microsoft Teams (Registration required)
Anticipated Board Approval	August 12, 2024		

SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsga.ionwave.net>

DeKalb County School District Solicitation Contact Person:
Fred Christopher, Procurement Manager III Non-Capital
(678) 676- 0127 and/or email at solicitationquestions@dekalbschoolsga.org



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsga.ionwave.net>

INVITATION TO BID

ITB 24-446

**Grease Trap and Septic Tank Pumping
Services**

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APPENDIX

(Separate File From ITB)

Appendix A – Sample Service Agreement
Appendix B – Internal and External Grease Trap Locations

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

Format and Submission of Invitation to Bid

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

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

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. **The successful offeror will be notified after DeKalb County Board of Education approval.**

Funding Provisions

No award or contract 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 any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

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:

Cancellation

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the ITB requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

Payment to Successful Vendor(s)

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at:

<https://www.dekalbschoolsga.org/purchasing/>

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, 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.

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.

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.):

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.

Estimated Quantities

The quantities shown in this ITB document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

Exclusions of Trade Usages

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.

Conditional Bids

Provisions within Bids that are conditional (e.g., "Prices Subject To Change," "Prices F.O.B. Shipping Point," etc.) will be invalid and shall not be enforceable. Provisions within Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be invalid and the original instructions, conditions, or specifications within this ITB shall control. If any terms and conditions of the Bids contradict or come into conflict with the terms and conditions of this ITB then the terms and conditions of this ITB shall control unless such provision is specifically accepted by DCSD in writing.

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

No Assignment of Award

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

The Laws of the State of Georgia

This ITB and subsequent agreement are subject to the laws of the State of Georgia.

§ 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, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional Terms

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

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

<https://dekalbschoolsga.ionwave.net>

PART I BACKGROUND AND INFORMATION

A. Objectives

The DeKalb County School District (DCSD) is seeking bids from qualified bidders with professional qualifications, technical competence, and specialized experience to provide Grease Trap and Septic Tank Pumping Services as outlined in the scope of work in Part III of this ITB.

Awarded bidder shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide Cold Storage, in accordance with the requirements of this ITB. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

B. General Information

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 93,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with approximately 14,000 employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

C. Procurement Process

The procurement will be on a formally advertised basis. Bidders must be responsive to all aspects of this ITB.

D. Addenda

It is the responsibility of bidders to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of bidders to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the bidder, and included in the bidder's ITB submission. Click on the following link to the Purchasing Bulletin Board: <https://dekalbschoolsga.ionwave.net>

E. Bidder Contact Person

The assigned contact person for bidders is Fred Christopher, Procurement Manager III-Non-Capital and can be reached at (678) 676-0217 or by email at solicitationquestions@dekabschoolsga.org.

F. Prohibited Contact(s)

Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to the bidder, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this ITB between the time an invitation to bid is formally released and a recommendation is made by the administration to the Board, other than as provided herein. **Communication with anyone other than the bid contact person regarding any portion of this ITB can result in the violating bidder being disqualified.**

Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

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 request for proposal 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.

G. Optional Virtual Pre-Bid Conference

An optional virtual pre-bid conference will be held via Microsoft Teams at 11:00 AM EST on Thursday, June 13, 2024. Prospective offerors must provide the following information by 5:00 PM EST, on Wednesday, June 12, 2024:

Name and Title
Company Name
Telephone Number
Email Address

This information must be sent to solicitationquestions@dekalbschoolsqa.org. Please enter "Optional Virtual Pre-Bid Conference – ITB 24-446 Grease Trap and Septic Tank Pumping Services" in the subject line of your email. An invitation will be sent via Microsoft Teams to those providing the above information no later than Thursday, June 13, 2024, by 10:30 AM EST.

H. Bid Submission Deadline

All potential bidders must register as a vendor at <https://dekalbschoolsqa.ionwave.net>.

Bids in response to this ITB must be received electronically via IonWave no later than 2:00 PM EST, Thursday, June 27, 2024. Bids received after the stated deadline will not be considered.

I. Virtual Public Bid Opening

The public bid opening will be held virtually through Microsoft Teams on Thursday, June 27, 2024, at 3:00 PM EST. Those who would like to attend the virtual public bid opening, please register no later than Wednesday, June 26, 2024, by 5:00 PM EST, by sending an email to solicitationquestions@dekalbschoolsqa.org.

Please enter "Public Bid Opening -ITB 24-446 Grease Trap and Septic Tank Pumping Services" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than Thursday June 27, 2024, by 2:30 PM EST.

J. Questions and Answers

It is intended that this ITB be adequate for any bidder to respond to DCSD's requirements. However, should bidders have questions, all questions shall be submitted electronically to: <https://dekalbschoolsqa.ionwave.net>.

Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is June 17, 2024, 12:00 PM EST. Questions received after the deadline will not be considered.

All questions received by the deadline shall be answered in writing and both the questions and answers will be posted to the following website <https://dekalbschools.ga.ionwave.net> on or before Thursday, June 20, 2024, 4:30 PM EST. Responses to questions will not be posted on official DCSD holidays.

PART II GENERAL REQUIREMENTS

A. 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.

DCSD will look to the bidder and his/her identified personnel to coordinate and deliver the services described in this Invitation to Bid. The services shall not be delegated to sub-bidders or assigned to any third party.

B. 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.

C. News Release

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

D. Non-Discrimination

DCSD does not discriminate based on race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

E. Drug-Free Workplace

By submission of a response to this ITB, 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 substance or drugs during the performance of the contract.

F. Smoke-Free Workplace

By submission of a response to this ITB, 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.

G. 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.

H. Costs Incurred

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

There is no guarantee of any bidder receiving an award as a result of submitting a response to this ITB.

I. Rebates And Special Promotions

The successful vendors(s) shall pass on all rebates and special promotions offered by the manufacturer during the term of the contract to DCSD. It shall be the responsibility of the vendor to notify DCSD of such rebates and/or special promotions during the contract period. The vendor(s) shall offer special promotions provided that the new price charged is for the item(s) is/are lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

J. Insurance

Certificate of Insurance and/or ACORD Form is required with solicitation submittal and required upon award.
Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **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 ITB will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this ITB) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (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 of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

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

(2) Offeror 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. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.

(b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial 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) Automobile Liability Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by offeror or offeror'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 occurrence and annual aggregate limit not less than \$2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

(f) 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 (excepting (e) above)
- (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 thirty (30) 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 ITB) 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.

(g) 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:

- (i) 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 offeror, 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 except on coverages (2) (a) and (2)(e).
- (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this ITB) 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 ITB).
- (h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

K. Indemnification

- 1) The successful offeror 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 ITB), 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 offeror'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 offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror'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 offeror 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 offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

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

L. *Illegal Immigration Reform and Enforcement Act of*

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) Offeror E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only); and
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror 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 Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

M. *Price Provisions*

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful bidder will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about September 2024. The initial contract duration shall be through June 30, 2025.** The contract may contain **four (4) 1-year extension options** contingent upon DCSD's offer of such extension, the successful bidder's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. Only one (1) price change will be allowed during any 12-month period and shall be effective at the **renewal/extension anniversary**, commencing with **July 1, 2025** (the extension/renewal date) on any individual product or service included in this bid.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the bidder. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the bidder to deliver equipment or perform services in the time specified or in the manner required.

N. *Permits and Applicable Laws*

By submitting a bid, bidder acknowledges its acceptance of the ITB specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted bid.

If a bidder takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the bidder's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the ITB.

Bidders shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to 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.

O. *Infringement*

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

P. *Ownership Rights*

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

Q. *Non-Collusion*

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

Bidders shall fully certify that they, as individuals or as officials of a 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 ITB. Further, bidders guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

R. *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 Vendor Services- Procurement 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 ITB is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

S. Financial Stability

Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS".

1. Bidders shall provide a copy of their company's audited financial statements for the previous two (2) years – 2022 and 2023.
2. Indicate here if your company is publicly traded or not publicly traded:
My company is publicly traded. _____/
My company is not publicly traded. _____/
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2022 and 2023.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

T. 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.

U. Confidentiality and Non-Disclosure

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

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

V. Business License

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

Bidders shall submit with their bid, a copy of their valid company business license. If the bidder is a Georgia corporation, bidder shall submit a valid county or city business license. If the bidder is not a Georgia corporation, bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If bidder holds a professional certification which is licensed by the state of Georgia, bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the bidder for the duration of the contract.

W. Protest Process

This section describes the mandatory administrative procedure whereby Bidders 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 Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and 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 Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

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

The Bidder 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:

- 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.

PART III SCOPE OF WORK

A. Purpose/Project Overview

The DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide pumping and cleaning services of grease trap and septic tanks throughout the District as outlined in the scope of work below. The purpose and intent of this ITB is to establish a term contract for services to support the DCSD Facilities and Maintenance Department. Awarded bidder shall provide services in accordance with the specifications, requirements and terms and conditions stated herein.

The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, all related items, services, and all things necessary to complete the work in accordance with the specifications contained herein. No work within the scope of this contract shall be done without a valid purchase order. Any and all additional work or service required must be submitted in the form of an estimate to the DCSD Operations Department.

Awarded bidder shall provide equipment and services in accordance with the scope of work, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary and in accordance with the requirements of this ITB. There shall be no add-on charges of any kind.

DCSD reserves the right to make multiple awards.

DCSD, at its discretion, determines the process whereby bids are awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

DCSD reserves the right to add or remove DCSD facilities (schools or centers) as needed.

B. Project Scope of Work

Grease Trap Pumping and Cleaning:

The awarded vendor(s) must pump the Liquid Level or hydraulic mass of grease at each facility within the specified schedule.

- All external grease traps must be pumped once every 4 months.
- All internal grease traps must be pumped once every month.

The vendor must supply fryer oil tanks and remove full drums of grease when notified by DCSD and replace with empty drums.

- Two drums for each Elementary school.
- Three drums for each Middle School and High School.

Vendor is required to properly transport and dispose of all waste materials collected at the vendor's expense.

Septic Tank Pumping and Cleaning:

The vendor must pump 2000 gallons from septic tank pumping station at the former Smoke Rise Elementary School facility for 246 regularly scheduled working days. Vendor is required to properly transport and dispose of all waste materials collected at the vendor's expense. DCSD will make a formal request for service if needed on at additional site.

Warranty: The warranty for this contract shall be consistent with a "Standard Industry Warranty" applicable to service work of this type.

Debris Removal: The vendor shall be responsible for removal of all debris from the site and cleaning work areas. The vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a DCSD representative, shall remove such debris and materials from property.

Capability: The vendor must be a full-service provider for pumping and removal of grease waste material and/or septic waste material. The vendor shall provide pumping and removal of grease waste material from internal and external traps as specified. Internal Grease Traps shall be pumped one (1) time every month or as directed by DCSD. External Grease Traps shall be pumped one (1) time every four (4) months or as directed by DCSD. Removal of 55-gallon drums shall be performed "upon request" and as initiated by the School Nutrition Manager at each school/center. Vendor shall be a full-service provider for pumping and cleaning septic tank at the former Smoke Rise Elementary School facility.

Only trained and certified personnel directly employed by the vendor shall be used to perform pumping and removal services.

The vendor shall provide Occupational Safety and Health Administration (OSHA) approved internal entry (confined space) retrieving and monitor equipment and competent trained personnel.

The vendor shall be required to perform pumping and drum removal services that comply and pass inspection by the DeKalb County School Health Inspector and the DeKalb County Public Works Inspector. The pumping and removal of grease waste material shall not clog municipal sewer lines or create back-ups in the schools/centers.

Site Visit/Inspection: A vendor may wish to visit schools/centers for the purpose of conducting a field inspection. School/Center addresses are as shown in Exhibit A. Upon arrival at each site, the vendor shall check-in at the school/center, explain the purpose of their visit, and at minimum, the vendor shall display/wear a company uniform or provide photographic identification badge.

Documentation: An appropriate non-hazardous waste manifest shall be required for all pumping and removal of grease waste material services performed. All services shall comply with all applicable governmental regulatory agencies. The vendor shall complete one manifest form for each location serviced; therefore, a multi-part form is required.

To maintain accountability, the manifest shall require a signature from the person generating/initiating the request for service, person transporting the grease waste material, and the person receiving the grease waste material. The vendor shall ensure that the manifest form used to document transportation and disposal of trap and drum grease waste material for DeKalb County School District contains the following information.

1. Generator/Initiator Document information shall include: name and physical address of DCSD school/center, volume of bulk grease waste material pumped (gallons), date and time of pumping activity, number and size of drums (used for collection and storage of grease waste material) picked-up, name and signature of vendor representative, name and signature of School Nutrition Manager, size of separator (trap) in gallons.
2. The Transporter/Hauler Document information shall include: name and physical address of Company, DeKalb County Permit Number, name and signature of driver, date of pumping activity, type of waste material, quantity of grease waste material pumped (gallons), truck capacity (gallons), and number of 55-gallon drums (used to collect and store grease waste material) removed from the school/center.

3. The Receiver Facility Document information shall include: name and address of facility, permit number, volume of bulk grease waste received (gallons), date and time grease waste material received, and signature of authorized facility representative.
4. The vendor shall coordinate and ensure that within fifteen days of the pumping activity, the disposal facility (Receiver) shall forward a copy of each manifest to DeKalb County School District, Facilities Manager III, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084.
5. A minimum of four copies of the manifest document shall be required.
6. One copy of the manifest shall be left with the School Nutrition Manager that signs the manifest.

An original copy of each manifest along with the invoice for the current month shall be presented no later than the tenth of the following month to the Facilities Manager III, DeKalb County School District, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 (or his designated representative).

Changes In Service: DeKalb County School District reserves the right to add, delete, or change services, or frequency of services to schools/centers as necessary. Authorization to change services or frequency of services shall be issued in writing by the DeKalb County School District Facilities and Maintenance Department.

METHOD BY WHICH GREASE TRAP AND GREASE DRUMS SHALL BE PUMPED AND CLEANED:

1. Grease Trap shall be "totally pumped", that is the entire contents of the interceptor shall be pumped out of the trap leaving no more than two inches of waste remaining in the bottom.
2. In the event the waste in the grease trap has hardened, the vendor SHALL NOT add pumped water back to the trap to facilitate the pumping and cleaning process. NO BACK FLUSHING WILL BE TOLERATED.
3. The entire grease trap including the sides, inlet, outlet, and baffles shall be cleaned with high pressure water to ensure and maximize proper operation of the trap. Upon completion of pumping the grease trap, the vendor shall perform clean-up around the work area.
4. The vendor shall comply with all Department of Transportation (DOT), OSHA, Environmental Protection Agency (EPA), Federal Drug Administration (FDA), DeKalb County Health Department, DeKalb County Public Works Department and all other local, state, and federal regulations that govern the pumping, hauling, and disposal of grease waste material.
5. The vendor shall monitor each facility trap and all drums for schools/centers listed in the contract in order to justify, advise, and recommend to the DCSD Facilities Manager III, any changes in the frequency for pumping grease traps or number of drums necessary for hauling or disposal methods set forth in this contract which would benefit DeKalb County School District by reducing costs, liability, maintenance, emergencies, accidents or otherwise comply with Federal, State, and Local laws, rules, and regulations regarding waste minimization; thereby acting in such a manner to minimize and reduce the amount of waste toxicity generated.

The vendor shall immediately and within 24 hours report all spills, overflows, and backups involving any drum collection device to the DCSD Project Director and other appropriate authority where these occurrences effect drainage structures, adjacent properties, or any common area designated for public use.

SPECIAL CONDITIONS

1. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
2. Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

3. Contractor shall assume full responsibility for damage to DCSD property caused by Contractor's employees or equipment as determined by designated DCSD personnel.

C. References Upload this document under the Response Attachment tab via IonWave titled "References".

Bidder must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the bidder is providing or has provided comparable services. Bidder's Reference Form, References will be contacted.

D. Brochures, Catalogs, Manuals, Websites, Literature

In addition to the formal response to this ITB, all bidders are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, and any other marketing and informational media which will support and enhance their submission value.

E. REQUIRED CONTENT / DOCUMENT CHECKLIST

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

IMPORTANT NOTICE: Submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net>.

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.

All ITB submissions must include the following items and attachments:

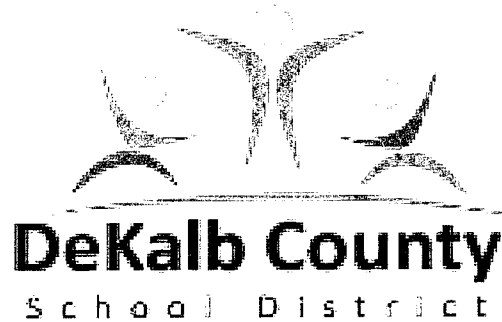
- ITB Document – ITB 24-446 Grease Trap and Septic Tank Pumping Services (Upload Required)
- Audited Company Financial Statements/Company Annual Reports for 2022 and 2023 (Upload Required)
- Business License (Upload Required)
- Certificate of Insurance (Upload Required)
- Attachment A – Bid Form (Upload Required)
- Attachment B – Critical Paragraphs (Upload Required)
- Attachment C- Bidder's Client Reference Form (Upload Required)
- Attachment D – Statement of Confidentiality and Non-Disclosure (Upload Required)
- Attachment E- Suspension and Debarment (Upload Required)
- Attachment F– Conflict of Interest (Upload Required)
- Attachment G – Immigration & Security Certification (Upload Required)
- Attachment H- Non-Collusion (Upload Required)
- Attachment I – Signature Page (Upload Required)
- Brochures, manuals, websites, literature, and/or other marketing media
- Addenda – Each individual Addendum must be printed, signed, and uploaded (if applicable).

END

OF

SOLICITATION

EXHIBIT "B"



ITB 24-446 Addendum 3 DARLING INGREDIENTS, INC Supplier Response

Event Information

Number: ITB 24-446 Addendum 3
Title: Grease Trap and Septic Tank Pumping Services
Type: ITB-Non Capital
Issue Date: 6/6/2024
Deadline: 7/2/2024 02:00 PM (ET)
Notes: The DeKalb County School District (DCSD) is seeking bids from qualified bidders with professional qualifications, technical competence, and specialized experience to provide Grease Trap and Septic Tank Pumping Services as outlined in the scope of work in Part III of this ITB.

Contact Information

Contact: Fred Christopher
Address: Vendor Services
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
Phone: 678 (676) 0217
Email: solicitationquestions@dekalbschoolsga.org

DARLING INGREDIENTS, INC Information

Contact: KEN THOMLEY
Address: 5076 NIFDA DRIVE
ATLANTA, GA 30339
Phone: (404) 605-0050
Email: kthomley@darpro.com
Web Address: WWW.DARLINGII.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

KEN THOMLEY-GENERAL MANAGER

Signature

Submitted at 6/29/2024 11:01:08 AM (ET)

kthomley@darpro.com

Email

Requested Attachments

ITB Document

ITB 24-466 Grease Trap and Septic Tank Pumping Services

Financial Statements for 2022

Upload Required for Financial Statements 2022 here.

Financial Statements for 2023

Upload Required for Financial Statements 2023 here.

Business License

Upload Required for Business License here.

Certificate of Insurance

Upload Required for Certificate of Insurance here.

Attachment A – Bid Form

Upload Required for Attachment A – Bid Form here.

Attachment B – Critical Paragraphs

Upload Required for Attachment B – Critical Paragraphs here.

Attachment C- Bidder's Client Reference Form (1)

Upload Required for Attachment C- Bidder's Client Reference Form here (1)

Attachment C- Bidder's Client Reference Form (2)

Upload Required for Attachment C- Bidder's Client Reference Form here (2)

Attachment C- Bidder's Client Reference Form (3)

Upload Required for Attachment C- Bidder's Client Reference Form here (3)

Attachment D – Statement of Confidentiality and Non-Disclosure

Upload Required for Attachment D – Statement of Confidentiality and Non-Disclosure here.

ITB 24-446 Grease Trap and
Septic Tank Pumping Services -
DEKALB CO SCHOOLS- 2024-
2025.pdf

FINANCIAL STATEMENT 2022.pdf

FINANCIAL STATEMENT 2023.pdf

2024 BUSINESS LICENSE.pdf

COI DEKALB COUNTY
SCHOOLS.pdf

ATTACHMENT A-BID FORM.pdf

ATTACHMENT B-CRITICAL
PARAGRAPHS.pdf

ATTACHMENT C-1
REFERENCE.pdf

ATTACHMENT C-2
REFERENCE.pdf

ATTACHMENT C-3
REFERENCE.pdf

ATTACHMENT D STATEMENT OF
CONFIDENTIALITY AND NON-
DISCLOSURE.pdf

Attachment E- Suspension and Debarment

Upload Required for Attachment E- Suspension and Debarment here.

ATTACHMENT E SUSPENSION
AND DEBARMENT.pdf

Attachment F- Conflict of Interest

Upload Required for Attachment F- Conflict of Interest here.

ATTACHMENT F CONFLICT OF
INTEREST.pdf

Attachment G – Immigration & Security Certification

Upload Required for Attachment G – Immigration & Security Certification here.

ATTACHMENT G IMMIGRATION &
SECURITY CERTIFICATION.pdf

Attachment H- Non-Collusion

Upload Required Attachment H- Non-Collusion here

ATTACHMENT H NON-
COLLUSION.pdf

Attachment I – Signature Page

Upload Required for Attachment I – Signature Page here.

ATTACHMENT I SIGNATURE
PAGE.pdf

Brochures, manuals, websites, literature, and/or other marketing media

Upload Required Brochures, manuals, websites, literature, and/or other marketing media here

ATTACHMENT LICENSES &
PERMITS.pdf

Addendum No. 1

Sign and upload Addendum No. 1

ADDENDUM NO. 1.pdf

Addendum No. 2

Sign and upload Addendum No. 2

ADDENDUM NO. 2.pdf

Addendum No. 3

Sign and upload Addendum No. 3

ADDENDUM NO. 3.pdf

COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649
(770) 528-8410

BUSINESS LOCATION

5076 NIFDA DR
DATE ISSUED
01-01-2024
D/B/A DARLING INGREDIENTS INC
DARLING INGREDIENTS INC
5601 N MACARTHUR BLVD
IRVING, TX 75038

NOT TRANSFERABLE

CERTIFICATE NUMBER

57086

FOR YEAR

2024

CERTIFICATE EXPIRES

12-31-2024

TYPE GENERAL



CERTIFICATE MUST BE DISPLAYED
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

BUSINESS DESCRIPTION

CLASSIFICATION CODE	CLASSIFICATION NAME	AMOUNT
651304	OFFICE SPACE RENTAL	6409.00

PAYMENT DATE					02-07-2024						
4332	6,409.00	4312	0.00	4314	0.00	4316	0.00	4318	0.00	SUB TOTAL \$	6,409.00
										PENALTY \$	0.00
										INTEREST \$	0.00
										TOTAL \$	6,409.00

CO - Bus License Certificate, 57086, 2024, DARLING INGREDIENTS INC

Christina Wells
BUSINESS LICENSE DIVISION MANAGER

LR
AUTHORIZED INITIALS

IMPORTANT NOTICE

- Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
- Please document to Cobb County Business License Office when business goes out of business.
- Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
- Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
- Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

76200

PLACE ON DISPLAY

261855

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

DARLING INGREDIENTS INC.
a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 27225369
Date Inc/Auth/Filed: 04/01/1997
Jurisdiction : Delaware
Print Date : 04/10/2024
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/13/2024

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lynden B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT
PHONE (A/C No. Ext) (866) 283-7122 FAX (A/C No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Darling Ingredients, Inc.
5601 N MacArthur Blvd.
Irving TX 75038 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co of Pittsburgh	19445
INSURER B: AIU Insurance Company	19399
INSURER C: Navigators Insurance Co	42307
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570106348442 REVISION NUMBER:

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

Limits shown are as requested

INSURER	TYPE OF INSURANCE	ADDL INSD	SUB INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER			6547131	06/01/2024	06/01/2025	EACH OCCURRENCE \$2,000,000 EXCESS TO TESTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADY INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOD AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SOLELY RD AL TOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			703-09-37	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA/LIAB ☒ EXCESS LIAB ☐ RETENTION ☐ CLAIMS-MADE			CH24UMR932653IV	06/01/2024	06/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER/PARTNER/EXECUTIVE OFFICER/OWNER (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20396099 Workers Comp (AOS) 23096100 Workers Comp (WI)	06/01/2024 06/01/2024	06/01/2025 06/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. UNEMP/SEA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: 61d.

CERTIFICATE HOLDER

Dekalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain GA 30083-1027 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest Inc.

Holder Identifier:

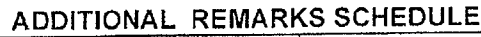
Certificate No: 570106348442

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ACORD 26 (2016/03)

The ACORD name and logo are registered marks of AGO

LOC #:



Page _ of _

ADDITIONAL REMARKS

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER

INSURER

INSURER

INSURER.

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR
LTR

TYPE OF INSURANCE

ADDL
INSD

SUB
WV

1

POLICY NUMBER

POLICY
EFFECTIVE
DATE

POLICY
EXPIRATION DATE
(MM/DD/YYYY)

LIMITS

WORKERS COMPENSATION	
----------------------	--

B

N/A

20396098	Workers Comp (CA)
----------	-------------------

06/01/2024

06/01/2025

AGENCY CUSTOMER ID: 570000080084

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Darling Ingredients, Inc.	
POLICY NUMBER See Certificate Numbe 570106348442			
CARRIER See Certificate Numbe 570106348442	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
Additional Excess Layers	
Excess Liability - \$5M xs \$5M (No Auto Liability) Policy Number: CH24RXS205EWQIV ; Policy Term: 6/1/2024-6/1/2025 Underwriting Co.: Navigators Insurance Company Each occurrence Limit: \$5,000,000 Aggregate Limit: \$5,000,000 Excess Liability - \$5M xs \$5M (Auto Liability Only) Policy Number: CEX09603200-06 ; Policy Term: 6/1/2024 - 6/1/2025 Underwriting Co.: Gemini Insurance Company Each occurrence Limit: \$5,000,000 Aggregate Limit: \$5,000,000	

REVISED Attachment A

ITB 24-446
Grease Trap and Septic Tank Pumping Services
Bid Form

Bidder must provide costs to DCSD associated with the services requested in this ITB. Pricing must be submitted on this form in the format requested. **Alterations to the bid form may result in the bid being deemed non-responsive and rejected.**

Pricing shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, all other costs and charges necessary to perform the services requested in this ITB.

1. There are 67 schools/centers that will require pumping and removal of grease waste material from Internal Grease Traps at least once per month. Number of sites is subject to change. Unit price should include pumping, transportation/hauling to an approved waste facility, disposal by an approved waste facility.

Internal Grease Trap Pumping and Removal Fee: Cost Per Gallon \$ 1.95 cpg /Gallon

2. There are 52 schools/centers that will require pumping and removal of grease waste material from External Grease Traps at least once every four (4) months unless otherwise directed by DCSD. Number of sites is subject to change. Unit price should include pumping, transportation/hauling to an approved waste facility, disposal by an approved waste facility.

External Grease Trap Pumping and Removal Fee: Cost Per Gallon \$.23 cpg /Gallon

3. Fee for Removal of grease waste material collected and stored in Drums (Cost for removal and transportation of drum for deposit at an Approved Receiving Facility must include the vendor providing an adequate number of 55-gallon drums and replacement of said drum(s) each time removal of collected grease waste material drum is picked up at the school/center.) Frequency of Removal will vary by school/center. The Request for Removal of a Drum storing grease waste material shall be requested by the School Nutrition Manager at each school/center.

Removal Fee Per Single Oil Fryer Tank: \$ N/A /Tank

Removal Fee Per Multiple (2 or more) Drums from the same School/center at the same time: \$ N/A /Drum

4. Labor and Equipment to pump septic tank 246 regularly scheduled workdays. Unit price should include pumping, transportation/hauling to an approved waste facility, disposal by an approved waste facility.

\$.23 /Gallon

**** DCSD reserves the right to request and negotiate a "best and Final" response from Bidders. ****

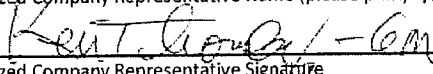
Complete the following:

Darling Ingredients, Inc.

Company Name

Authorized Company Representative Name (please print) Ken Thomley

Title General Manager


Authorized Company Representative Signature

08-18-2025

Date

5076 Nifda Drive Atlanta, GA 30339

Address

404-605-0050

Phone

kthomley@darpro.com; vvinnacombe@darlingii.com

Email

Attachment C**ITB 24-446
Grease Trap and Septic Tank Pumping Services**

Attach and label "Offeror's Client References."

BIDDER'S CLIENT REFERENCES*(Please copy this form and use one form per reference.)*

Attach and label "Offeror's Client References."

Henry County Schools
Company Name Providing Reference

396 Tomlinson St. McDonough, GA 30253
Address City/State/Zip

Mike Melton-Plumbing Foreman
Name of Contact Person

770-957-1891 x356
Telephone Number of Contact Person

mike.melton@henry.k12.ga.us
Email Address of Contact Person

2016-present
Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Pumping, transportation and legal disposal of grease trap waste for all schools in Henry County 4x
a year.

Pumping, transportation and legal disposal of all septic waste from schools.

Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment C**ITB 24-446
Grease Trap and Septic Tank Pumping Services****Attach and label "Offeror's Client References."****BIDDER'S CLIENT REFERENCES*****(Please copy this form and use one form per reference.)*****Attach and label "Offeror's Client References."**Rome Sewer and Water Authority
Company Name Providing Reference601 Broad St. Rome, GA 30161
Address City/State/ZipPaul Sills, System Inspector
Name of Contact Person706-236-4560
Telephone Number of Contact Personpsills@romea.us
Email Address of Contact Person2002-present
Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Pumping, transportation and legal disposal of grease trap waste for all restaurants in the City of Rome.

Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment C**ITB 24-446
Grease Trap and Septic Tank Pumping Services**

Attach and label "Offeror's Client References."

BIDDER'S CLIENT REFERENCES*(Please copy this form and use one form per reference.)*

Attach and label "Offeror's Client References."

City of PerryCompany Name Providing Reference108 Frank Satterfield Rd. Perry, GA 31069Address City/State/ZipSharon Kelly, Regional Manager ESG Operations, Inc.
Name of Contact Person478-988-2777Telephone Number of Contact Personskelly@esginc.netEmail Address of Contact Person2006- PresentDate/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Pumping, transportation, and legal disposal of inside and outside grease trap waste for all
commercial kitchens in the City of Perry.

Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment D

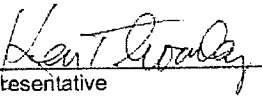
ITB 24-446 Grease Trap and Septic Tank Pumping Services Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this ITB shall be used only for those purposes outlined in the ITB document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this ITB, the offeror shall consult with the DCSD ITB contact person as identified in the ITB document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

Darling Ingredients, Inc. _____
Offeror Company Name

Ken Thomley  _____
Company Representative

6-25-24 _____
Date

Attachment E

ITB 24-446

Grease Trap and Septic Tank Pumping Services

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this ITB, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

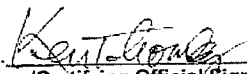
Further, by submitting this ITB, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as ITB submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

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

Signature of Engaging Official: Darling Ingredients, Inc.  Date: 6-25-24
(Offeror Company Name/Certifying Official Signature)

Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

Attachment F
ITB 24-446
Grease Trap and Septic Tank Pumping Services
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:

Darling Ingredients, Inc. 
Company Name/Certifying Official Signature

Date: 6-25-24

Attachment G
ITB 24-446
Grease Trap and Septic Tank Pumping Services

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

- (a)  (Initial here): 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; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

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

or

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

- 5) KD (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror 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.

- 6) KD (Initial here) Offeror 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.

Kent Thomley
Signature

6-25-24
Date

414221
EEV/Basic Pilot Program
User Identification Number

05-12-2004
Date of Authorization

Firm Name: Darling Ingredients, Inc.

Street/Mailing Address: 5076 Nifda Drive

City, State, Zip Code: Atlanta, GA 30339

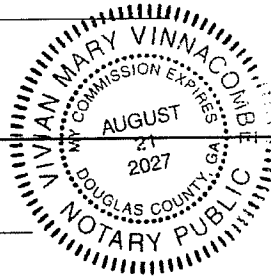
Telephone Number: 404-605-0050

Email Address: kenthomley@darpro.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
25th DAY OF June, 2024

Notary Public: [Signature]

My Commission Expires: 08-21-2027



**DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit**

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

Federal Work Authorization User Identification number: 414221

Date of Authorization: 05-12-2004

Name of Project: Grease Trap and Septic Tank Pumping Services

Solicitation Number (if applicable): ITB 24-446

Name of Public Employer: DeKalb County School District

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

Executed on 27th June, 2024, in Atlanta, GA
(city) (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent:

David Torrence, Office Manager

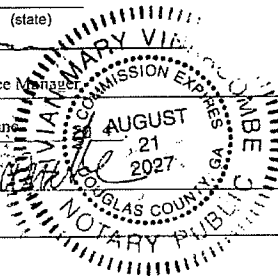
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27th DAY OF June, 2024

Notary Public

My Commission Expires:

08-21-2027



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: 414221

Date of Authorization: 05-12-2004

Name of Subcontractor: Darling Ingredients, Inc.

Name of Project: Grease Trap and Septic Tank Pumping Services

Solicitation Number (if applicable): ITB 24-446

Name of Public Employer: DeKalb County School District

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

Executed on June, 2024 in Atlanta GA

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent:

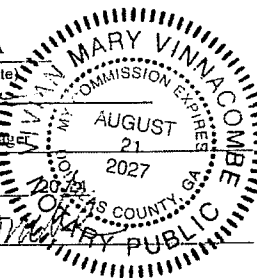
David Torrence, Office Manager

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27th DAY OF June, 2024

Notary Public

My Commission Expires:

08-21-2027



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

Federal Work Authorization User Identification Number: 1203823
 Date of Authorization: 2.6.2024
 Name of Subcontractor: Grease Trap Pros
 Name of Project: Grease Trap and Septic Tank Pumping Services
 Solicitation Number (if applicable): ITB 24-446

Name of Public Employer: DeKalb County School District

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

Executed on 27th June, 2024 in Atlanta (city)

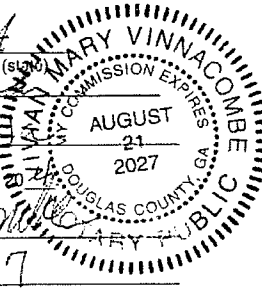
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent: Juan Zava

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27th DAY OF June, 2024

Notary Public

My Commission Expires: 8.21.2027



N/A

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: **Grease Trap and Septic Tank Pumping Services**

ITB 24-446

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 _____, 20____.

Notary Public _____

My Commission Expires: _____

Attachment H

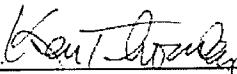
ITB 24-446 Grease Trap and Septic Tank Pumping Services Non-Collusion

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:

Darling Ingredients, Inc. 
Company Name/Certifying Official Signature

Date: 6-25-24

Attachment I**ITB 24-446
Grease Trap and Septic Tank Pumping Services
SIGNATURE PAGE**

I certify that I have read this ITB document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this ITB. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this ITB submittal. Further, I certify that the contents of the response to this ITB are true, accurate and complete.

Ken Thomley
Printed Name/Engaging Authorized
Company Official


Signature/Engaging Authorized
Company Official

404-605-0050
Telephone Number

6-25-24
Date

General Manager
Position/Title

Darling Ingredients, Inc.
Offeror's Company Name

kthomley@darpro.com
E-mail address



ENVIRONMENTAL PROTECTION DIVISION

Darling Ingredients Inc.
5076 Nifda Drive
Atlanta, GA 30339

is a
Registered Commercial Waste Transporter
in the State of Georgia

Company Registration Number: FOG001

Issuance Date: April 12, 2023

Expiration Date: April 11, 2025

A handwritten signature in cursive script, appearing to read "Ch. Tawigasi".

Chief, Watershed Protection Branch

Permit Number: **485**

Cobb County Water System
Environmental Compliance Division
Industrial Pretreatment Program

WASTEWATER DISCHARGE PERMIT

Pursuant to Cobb County Code Section 122-184

Darling Ingredients, Inc.

is authorized to discharge wastewater from the facility located at:

5076 Nifda Drive

Atlanta GA 30339

to a Cobb County Wastewater Treatment Facility in accordance with effluent limitations, monitoring requirements, and other conditions or requirements set forth in parts I, II, III, and IV hereto.

This permit shall become effective on: ***Saturday, January 1, 2022***

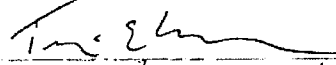
This permit and authorization to discharge shall expire at midnight on: ***Wednesday, December 31, 2025***

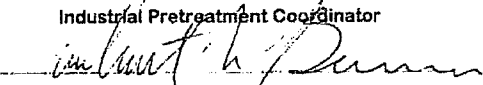
Signed this ***Tuesday, November 23, 2021***

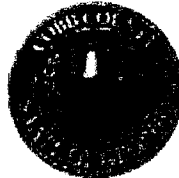
Cobb County Water System

Judy B. Jones, P.E.

Director


Industrial Pretreatment Coordinator


Environmental Compliance Manager





State of Georgia
Department of Natural Resources
ENVIRONMENTAL PROTECTION DIVISION



SOLID WASTE HANDLING PERMIT

Permit No: 033-097P

Date: February 3, 2012

Permittee: Name: Darling International, Inc.

Address: 5076 Nifda Drive

Smyrna, Georgia 30080

In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the Rules promulgated pursuant thereto, this permit is issued for the following operation:

**Darling International, Inc., Solid Waste Processing Facility
(Solidification) located at 5076 Nifda Drive in Smyrna, Cobb County,
Georgia.**

This permit is conditioned upon the permittee complying with the attached conditions of operation, which are hereby made a part of this permit.

All statements and supporting data submitted to the Environmental Protection Division of the Department of Natural Resources have been evaluated, considered and relied upon in the issuance of this permit.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance, and is subject to modification or revocation on evidence of noncompliance with any of the provisions of the Georgia Comprehensive Solid Waste Management Act, or any of the Rules promulgated pursuant thereto; or with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit.

Judson H. Turner, Director
Environmental Protection Division



State of Georgia
Department of Natural Resources
Environmental Protection Division
Air Protection Branch



AIR QUALITY PERMIT

Permit No.
2869-067-0203-B-01-0

Effective Date
SEP 02 2009

In accordance with the provisions of the Georgia Air Quality Act, O.C.G.A. Section 12-9-1, et seq and the Rules, Chapter 391-3-1, adopted pursuant to and in effect under that Act,

Facility Name: **Darling International Inc. -- Smyrna Facility**

Mailing Address: 251 O'Connor Ridge Blvd.; Suite 300
Irving, TX 75038

is issued a Permit for the following:

Operation of a boiler that can fire natural gas, distillate fuel oil and biofuel (organic fats, oils and greases) at a facility that processes materials from grease traps from food service/food preparation establishments.

Facility Location: 5076 Nifda Drive
Smyrna, Georgia 30080 (Cobb County)

This Permit is conditioned upon compliance with all provisions of The Georgia Air Quality Act, O.C.G.A. Section 12-9-1, et seq, the Rules, Chapter 391-3-1, adopted and in effect under that Act, or any other condition of this Permit.

This Permit may be subject to revocation, suspension, modification or amendment by the Director for cause including evidence of noncompliance with any of the above; or for any misrepresentation made in Application No. 19112 dated July 31, 2009; any other applications upon which this Permit is based; supporting data entered therein or attached thereto; or any subsequent submittals or supporting data; or for any alterations affecting the emissions from this source.

This Permit is further subject to and conditioned upon the terms, conditions, limitations, standards, or schedules contained in or specified on the attached 3 pages.

Director
Environmental Protection Division

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

DARLING INGREDIENTS INC.
a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 27225369
Date Inc/Auth/Filed: 04/01/1997
Jurisdiction : Delaware
Print Date : 04/10/2024
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083
<https://dekalbschoolsga.ionwave.net/Login.aspx>

June 20, 2024

TO: ALL OFFERORS UNDER INVITATION TO BID
ITB 24-446 – Grease Trap and Septic Tank Pumping Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 1

ITB 24-446 – Grease Trap and Septic Tank Pumping Services is hereby amended as follows:

1. The deadline for Q&A Responses has changed. Q&A Responses will now be posted by **4:30 PM EST on Tuesday, June 25, 2024.**
2. The bid Submission Deadline has changed. Bids are now due by **2:00 PM EST on Tuesday, July 2, 2024.**
3. The date of Virtual Public Bid Opening has changed. The Virtual Public Bid Opening will now be held on **Tuesday, July 2, 2024 at 3:00 PM EST.**
4. All other conditions remain in full force and effect.
5. All offerors under this solicitation are kindly requested to acknowledge receipt of this **Addendum No. 1** by signing the page below and uploading with your bid.



COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

Addendum No. 1 ITB 24-446 – Grease Trap and Septic Tank Pumping Services



ITB 24-446 Addendum 1

Grease Trap and Septic Tank Pumping Services

Issue Date: 6/6/2024

Questions Deadline: 6/17/2024 12:00 PM (ET)

Response Deadline: 7/2/2024 02:00 PM (ET)

Non-Capital

Contact Information

Contact: Fred Christopher

Address: Vendor Services

1701 Mountain Industrial Blvd

Stone Mountain, GA 30083

Phone: 678 (676) 0217

Email: solicitationquestions@dekalbschoolsga.org

Event Information

Number: ITB 24-446 Addendum 1
Title: Grease Trap and Septic Tank Pumping Services
Type: ITB-Non Capital
Issue Date: 6/6/2024
Question Deadline: 6/17/2024 12:00 PM (ET)
Response Deadline: 7/2/2024 02:00 PM (ET)
Notes:

The DeKalb County School District (DCSD) is seeking bids from qualified bidders with professional qualifications, technical competence, and specialized experience to provide Grease Trap and Septic Tank Pumping Services as outlined in the scope of work in Part III of this ITB.

Bid Activities

Optional Virtual Pre-Bid Conference

6/13/2024 11:00:00 AM (ET)

An **optional virtual pre-bid conference** will be held via Microsoft Teams at **11:00 AM EST on Thursday, June 13, 2024**. Prospective offerors must provide the following information by **5:00 PM EST, on Wednesday, June 12, 2024**:

Name and Title Vivian Vinnacombe
Company Name Darling Ingredients, Inc.
Telephone Number 404-605-0050
Email Address vvinnacombe@darlingii.com

This information must be sent to solicitationquestions@dekalbschoolsga.org. Please enter "Optional Virtual Pre-Bid Conference – ITB 24-446 Grease Trap and Septic Tank Pumping Services" in the subject line of your email. An invitation will be sent via Microsoft Teams to those providing the above information no later than **Thursday, June 13, 2024, by 10:30 AM EST**.

Questions Submission Deadline

6/17/2024 12:00:00 PM (ET)

It is intended that this **ITB** be adequate for any bidder to respond to DCSD's requirements. However, should bidders have questions, all questions shall be submitted electronically to: <https://dekalbschoolsga.ionwave.net>.

Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **June 17, 2024, 12:00 PM EST**. Questions received after the deadline will not be considered.

Q & A Responses

6/25/2024 4:30:00 PM (ET)

All questions received by the deadline shall be answered in writing and both the questions and answers will be posted to the following website <https://dekalbschoolsga.ionwave.net> on or before **Tuesday, June 25, 2024, 4:30 PM EST**. Responses to questions will not be posted on official DCSD holidays.

Virtual Public Bid Opening

7/2/2024 3:00:00 PM (ET)

The public bid opening will be held virtually through **Microsoft Teams on Tuesday, July 2, 2024, at 3:00 PM EST.** Those who would like to attend the virtual public bid opening, please register no later than **Monday, July 1, 2024, by 5:00 PM EST**, by sending an email to solicitationquestions@dekalbschoolsga.org.

Please enter "**Public Bid Opening -ITB 24-446 Grease Trap and Septic Tank Pumping Services**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday July 2, 2024, by 2:30 PM EST.**

Bid Attachments

ITB 24-446 Grease Trap and Septic Tank Pumping Services.pdf

Download

ITB 24-446 Grease Trap and Septic Tank Pumping Services

ITB 24-466 Appendix A - Sample Service Agreement.pdf

Download

ITB 24-466 Appendix A - Sample Service Agreement

ITB 24-446 Appendix B-Internal Grease Trap Locations.pdf

Download

ITB 24-446 Appendix B-Internal Grease Trap Locations

ITB 24-446 Addendum No. 1.pdf

Download

ITB 24-446 Addendum No. 1

Requested Attachments

ITB Document

(Attachment required)

ITB 24-466 Grease Trap and Septic Tank Pumping Services

Financial Statements for 2022

(Attachment required)

Upload Required for Financial Statements 2022 here.

Financial Statements for 2023

(Attachment required)

Upload Required for Financial Statements 2023 here.

Business License

(Attachment required)

Upload Required for Business License here.

Certificate of Insurance

(Attachment required)

Upload Required for Certificate of Insurance here.

Attachment A – Bid Form

(Attachment required)

Upload Required for Attachment A – Bid Form here.

Attachment B – Critical Paragraphs

(Attachment required)

Upload Required for Attachment B – Critical Paragraphs here.

Attachment C- Bidder's Client Reference Form (1)

(Attachment required)

Upload Required for Attachment C- Bidder's Client Reference Form here (1)

Attachment C- Bidder's Client Reference Form (2)

(Attachment required)

Upload Required for Attachment C- Bidder's Client Reference Form here (2)

Attachment C- Bidder's Client Reference Form (3)

(Attachment required)

Upload Required for Attachment C- Bidder's Client Reference Form here (3)

Attachment D – Statement of Confidentiality and Non-Disclosure

(Attachment required)

Upload Required for Attachment D – Statement of Confidentiality and Non-Disclosure here.

Attachment E- Suspension and Debarment

(Attachment required)

Upload Required for Attachment E- Suspension and Debarment here.

Attachment F– Conflict of Interest

(Attachment required)

Upload Required for Attachment F– Conflict of Interest here.

Attachment G – Immigration & Security Certification

(Attachment required)

Upload Required for Attachment G – Immigration & Security Certification here.

Attachment H- Non-Collusion

(Attachment required)

Upload Required Attachment H- Non-Collusion here

Attachment I – Signature Page

(Attachment required)

Upload Required for Attachment I – Signature Page here.

Brochures, manuals, websites, literature, and/or other marketing media

Upload Required Brochures, manuals, websites, literature, and/or other marketing media here

Addendum No. 1

(Attachment required)

Sign and upload Addendum No. 1

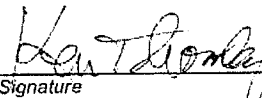
Supplier Information

Company Name: Darling Ingredients, Inc.
Contact Name: Ken Thomley
Address: 5076 Nifda Drive
Atlanta, GA 30339
Phone: 404-605-0050
Fax: 404-605-0331
Email: kenthomley@darpro.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Ken Thomley-GM
Print Name


Signature



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083
<https://dekalbschoolsga.ionwave.net/Login.aspx>

June 25, 2024

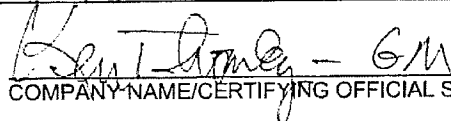
TO: ALL OFFERORS UNDER INVITATION TO BID
ITB 24-446 – Grease Trap and Septic Tank Pumping Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 2

ITB 24-446 – Grease Trap and Septic Tank Pumping Services is hereby amended as follows:

1. The deadline for Q&A Responses has changed. Q&A Responses will now be posted by 4:30 PM EST on Wednesday, June 26, 2024.
2. All other conditions remain in full force and effect.
3. All offerors under this solicitation are kindly requested to acknowledge receipt of this Addendum No. 2 by signing the page below and uploading with your bid.


COMPANY-NAME/CERTIFYING OFFICIAL SIGNATURE

Addendum No. 2 ITB 24-446 – Grease Trap and Septic Tank Pumping Services



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083
<https://dekalbschoolsga.ionwave.net/Login.aspx>

June 26, 2024

TO: ALL OFFERORS UNDER INVITATION TO BID
ITB 24-446 – Grease Trap and Septic Tank Pumping Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 3

ITB 24-446 – Grease Trap and Septic Tank Pumping Services is hereby amended as follows:

1. Refer to **ITB 24-446 Q&A Responses** for responses to questions received by the questions submission deadline.
2. All other conditions remain in full force and effect.
3. All offerors under this solicitation are kindly requested to acknowledge receipt of this **Addendum No. 3** by signing the page below and uploading with your bid.

 Kent Shirley - GM 6-28-2
COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

Addendum No. 3 ITB 24-446 – Grease Trap and Septic Tank Pumping Services



Q & A Response

The purpose of this document is to provide answers to vendor questions. Please see Questions and Answers included herein.

Solicitation Number: ITB 24-446	Solicitation Title: Grease Trap and Septic Tank Pumping Services
Requesting Department: Operations	Date: June 26, 2024
Buyer: Fred Christopher	ITB Initially Posted to Internet: June 6, 2024
Email Address: solicitationquestions@dekalbschoolsga.org	Telephone: 678.676.0217

BIDS MUST BE RECEIVED ELECTRONICALLY VIA:
<https://dekalbschoolsga.ionwave.net>

DEADLINE TIME - Before 2:00 PM, Tuesday, July 2, 2024

VIRTUAL PUBLIC BID OPENING - At 3:00 PM, Tuesday, July 2, 2024
 Via Microsoft Teams
 DeKalb County School District
 Purchasing Department
 1701 Mountain Industrial Boulevard
 Stone Mountain, GA 30083

#	Questions	Answers
1.	Who should we email for the open records request on prior awarded contract?	Please use the following link to submit an Open Records Request: https://www.dekalbschoolsga.org/hr/em:lovee-relations/#tab-9a89bbe921f46756671
2.	What are the ranges for the interior trap sizes in gallons?	The range of sizes for the interior traps is unknown at this time.
3.	Interior Traps: Typically, inside traps are priced per trap. Do you really want them priced per gallon?	Please provide pricing as requested on Attachment A: Bid Form.
4.	Is there septic at old Smoke Rise School anymore?	Yes.

EXHIBIT "C"



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

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: July 14, 2025

RE: **Contract Award ~ ITB 24-446 ~ Darling Ingredients, Inc. ~ Grease Trap and Septic Tank Pumping Services (Not to exceed \$1,000,000)**

At its business meeting on Monday, July 14, 2025, the DeKalb Board of Education approved the contract award of ITB 24-446 to **Darling Ingredients, Inc. for Grease Trap and Septic Tank Pumping Services not to exceed \$1,000,000.**

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

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance
Ms. Latrice Brown-Shropshire, Purchasing Assistant, Division of Finance

EXHIBIT "D"



Finance

July 22, 2025

Darling Ingredients, Inc
Attn: Ken Thomley
5076 NIFDA Drive
Atlanta, GA 30339
kthomley@darpro.com

RE: Notice of Award – ITB 24-446 Grease Trap and Septic Tank Pumping Services

Dear Mr. Thomley:

This is to notify you that your bid for the above referenced project has been accepted. Accordingly, the accompanying Service Agreement is awarded to Darling Ingredients, Inc contingent on the following:

- 1) Attached is a copy of the **Service Agreement** for the above referenced project between the DeKalb County Board of Education and Darling Ingredients, Inc for your review and execution. The service agreement must be signed by an officer of the company and returned to this office within five (5) business days of receipt. Upon execution by the DeKalb County Board of Education, a copy of the contracts will be returned for your use.
- 2) Presentation of satisfactory Certificate of Insurance in accordance with Article 17 of the contract. All liability policies shall name the Owner, the DeKalb County School District, and the DeKalb County Board of Education as an additional insured.
- 3) A criminal background check must be performed on all Darling Ingredients, Inc employees, project subcontractors and vendors performing work on DCSD property under this contract. Such background checks will be performed by DCSD Public Safety Department at the expense of the individual at a cost of \$45.00 per individual. Background checks should be coordinated with Julia Holley, Procurement Clerk. Ms. Holley may be reached at julia.holley@dekalbschoolsqa.org **NO ONE ASSIGNED TO THIS CONTRACT WILL BE ALLOWED ON ANY DCSD SITE UNTIL THEY HAVE BEEN CLEARED BY THE DCSD PUBLIC SAFETY DEPARTMENT.**
- 4) Darling Ingredients, Inc shall provide each of their employees and all subcontracted employees with proper identification issued by DCSD Public Safety Department. This identification must be worn on the outer garment at all times when on DCSD premises.
- 5) Vendors are required to register through the Vendor Self Service Portal. The Vendor Self Service Portal is located at <https://dekalb.munisselfservice.com/Vendors/default.aspx>

Robert R. Freeman Administrative Complex
1701 Mountain Industrial Blvd | Stone Mountain, GA 30083
678.676.0110 | www.dekalbschoolsqa.org

- 6) You are reminded not to begin performance of the work until you receive a fully executed copy of the service agreement and a district issued purchase order. The DeKalb County Board of Education is not liable for costs incurred by Darling Ingredients, Inc for work performed prior to the issuance of a purchase order.
- 7) Upon receipt of the executed contract by Darling Ingredients, Inc and an acceptable Certificate of Insurance as outlined above, a (Kick-off Meeting) will be scheduled by the Project Manager or End User department.

If you have any questions or concerns regarding this award, give us a call at 678-676-0217.

Thank you for your interest and cooperation on behalf of the DeKalb County School District.

Sincerely,

Weyman F. Christopher

Weyman F. Christopher, NIGP-CPP, CPPB, CPPO
Procurement Manager III, Non-Capital

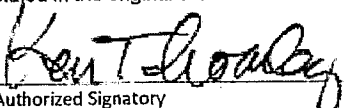
Attachment: Service Agreement

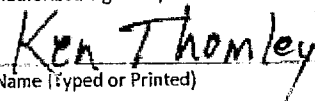
cc: Division Chief
Department Head/Executive Director
Project Manager or Director
Ms. Carla L. Smith

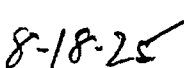
CLS/WFC

ACKNOWLEDGMENT

Darling Ingredients, Inc hereby acknowledges DeKalb County School District's offer of award of ITB 24-446 Grease Trap and Septic Tank Pumping Services, at the same prices, terms, and conditions as stated in the original solicitation document and the attached Service Agreement.


Authorized Signatory


Name (typed or Printed)


Date


Title of Authorized Signatory

Robert R. Freeman Administrative Complex
1701 Mountain Industrial Blvd | Stone Mountain, GA 30083
678.676.0110 | www.dekalbschoolsga.org

END OF EXHIBITS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/19/2025

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

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

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME:	
	PHONE (A/C, No. Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
INSURED Darling Ingredients, Inc. 5601 N MacArthur Blvd. Irving TX 75038 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Navigators Insurance Co	42307
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C: AIU Insurance Company	19399
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570114974291 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			6547131	06/01/2025	06/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			703-09-37	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			NY25UMR932653IV	06/01/2025	06/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC020396099 Workers Comp (AOS) WC020396100 Workers Comp (WI)	06/01/2025 06/01/2025	06/01/2026 06/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570114974291

Certificate No :

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

RE: Bid.

CERTIFICATE HOLDER

CANCELLATION

DeKalb County School District and DeKalb County Board of Education 1701 Mountain Industrial Boulevard Stone Mountain GA 30083 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>