DeKalb County School District

Vendor Services Department
Procurement
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Invitation to Bid ITB 27-805

District Wide On-Demand Fencing Services

Schedule of Events (All times are EST)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	October 22, 2026	5:00 PM	*https://dekalbschoolsga.ionwave.net*
Optional Pre-Bid Conference	November 3, 2026	11:00 AM	Via Microsoft Teams (Registration Required)
Deadline to Submit Questions (Q&A)	November 6, 2026	12:00 PM	*https://dekalbschoolsga.ionwave.net*
Q&A Deadline Responses	November 13, 2026	4:30 PM	*https://dekalbschoolsga.ionwave.net*
Submission Deadline	November 19, 2026	2:00 PM	*https://dekalbschoolsga.ionwave.net*
Virtual Public Bid Opening	November 19, 2026	3:00 PM	Via Microsoft Teams (Registration Required)
Anticipated Board Approval	January 11, 2027		

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

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

DeKalb County School District

1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

https://dekalbschoolsga.ionwave.net

INVITIATION TO BID

ITB 27-805

District Wide On-Demand Fencing Services

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APPENDIX

(Separate File From ITB)

Appendix A – Sample Non-Capital Service Agreement - ITB

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 Fencing 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 91,000 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
- 7 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, Director of Procurement 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 Tuesday, November 3, 2026.** Prospective offerors must provide the following information by **5:00 PM EST, on Monday, November 2, 2026:**

Name and Title
Company Name
Telephone Number
Email Address

This information must be sent to ***solicitationquestions@dekalbschoolsga.org.*** Please enter "**Optional Virtual Pre-Bid Conference – ITB 27-805 District Wide On-Demand Fencing 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 **Tuesday, November 3, 2026, by 10:30 AM EST**.

H. Bid Submission Deadline
All potential bidders must register as a vendor at https://dekalbschoolsga.ionwave.net..

Bids in response to this ITB must be received electronically via IonWave no later than **2:00 PM EST, Thursday, November 19, 2026**. 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, November 19, 2026, at 3:00 PM EST**. Those who would like to attend the virtual public bid opening, please register no later **than Wednesday, November 18, 2026, by 5:00 PM EST**, by sending an email to ***solicitationquestions@dekalbschoolsga.org***.

Please enter **"Public Bid Opening-ITB 27-805 District Wide On-Demand Fencing Services"** in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Thursday, November 18, 2026, 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://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 **Friday, November 6, 2026, 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://dekalbschoolsga.ionwave.net*** on or before **Friday, November 13, 2026, 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 <u>mandatory</u> 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 offeror 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 January 2027**. The initial contract duration shall be for one year from the final execution date of both parties. The contract may contain up to **four (4) 1-year extension options** contingent upon DCSD's offer of such extension, the successful offeror'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.

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 – 2023 and 2024. A certified audit is preferred however, an offeror's 2023 and 2024 tax returns and balance sheets will be accepted.
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 – 2023 and 2024.
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

District Wide On-Demand Fencing Services

DeKalb County School District (DCSD) is soliciting proposals from qualified fencing contractors to establish a pool of vendors to provide on-demand fencing services throughout the district. Services may include installation, repair, relocation, and removal of permanent or temporary fencing systems at schools, administrative buildings, athletic fields, secure perimeters, and construction sites.

The intent of this ITB is to create a non-exclusive, task-order based contract to ensure timely and cost-effective delivery of fencing services. Multiple vendors may be selected, and work will be assigned based on scope, response time, cost, and vendor capacity. This is a demand-usage contract with no guaranteed volume of work. Pricing must remain valid throughout the contract term for all quoted services.

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.

Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. The bidder(s) who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product(s) or service(s) specified, will be recommended to the Board for approval.

The DCSD reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject all bids submitted or waive any minor irregularity. The DCSD reserves the right to award the bid under the most beneficial economic terms for the DCSD. 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. Scope of Services

Contractors shall provide all labor, materials, supervision, tools, equipment, and incidentals necessary to complete fencing projects as assigned by DCSD. Services may include, but are not limited to:

1. Fence Types and Applications

Fence Type Primary Use Cases

Type A High-security perimeter, utility enclosures, mechanical yards, cooling towers

Type B Detention ponds, sports fields, parking areas, athletic complexes

Type C Playground or pedestrian safety fencing

2. Services Required

· New fence installation, including gates

· Fence and gate repair (replacement of posts, panels, hardware)

· Fence and gate relocation

· Emergency or temporary fence installation (e.g., construction fencing)

· Removal and disposal of existing fencing materials

3. Minimum Specifications

a. Fence Construction

All materials and installations must comply with current ASTM, ANSI, and local code standards.

· Fabric: 11½ gauge vinyl-coated chain link

· Posts: Schedule 40 steel pipe with galvanized finish

· Top Rail: Minimum 1⅝" O.D., Schedule 40

· Footings: Concrete post footings as specified by fence type

· Gates: Hinged Walk, double-swing, or sliding gates with locking hardware

· Barbed Wire (Type A only): 3-strand at 45° angle from top rail (if applicable)

· Construction Fence: 12.5-gauge wire or equivalent, temporary installation

4. Fence Height and Features

Type Height Notes

Type A 4ft to 8 ft. overall Secured enclosures (Black Vinyl-Coated)

Type B 4ft to 8 ft. overall. No barbed wire (Black Vinyl-Coated)

Type C 4ft to 8 ft. overall. Playground and low-risk applications

5. Deliverables and Performance Standards

Deliverable Timeline / Expectation

Site visit after task order issued Within 3 business days

Quote submission after site visit Within 5 business days

Installation completion (standard) Within 15 business days of PO

Cleanup and disposal Required; all debris removed from site

Warranty Minimum 1-year on labor and workmanship; product warranty must be honored

6. Work Assignment and Task Orders

All projects will be initiated by DCSD through a Task Order Request. Each request will require:

· Site assessment by vendor

· Detailed scope confirmation

· Line-item quote with materials and labor separated

· Estimated completion timeline

7. Emergency and After-Hours Service

Vendors must indicate availability for:

· After-hours service

· Emergency repairs (response time within 24 hours)

Premium rates must be pre-approved by DCSD.

8. Additional Conditions

· Site Damage: Contractors are responsible for repairing any damage to DCSD property caused during work, at no additional cost to the district.

· Coordination: Vendors must coordinate with school administrators and Operations Department staff for access and scheduling.

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:

- Audited Company Financial Statements/Company Annual Reports for 2023 and 2024 **(Upload Required)**
- Business License **(Upload Required)**
- Georgia Secretary of State Business Registration **(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 – Vendor Questionnaire **(Upload Required)**
- Attachment I- Non-Collusion **(Upload Required)**
- Attachment J – Signature Page **(Upload Required)**
- Brochures, manuals, websites, literature, and/or other marketing media

Attachment A

ITB 27-805

District Wide On-Demand Fencing 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-denim, direct and indirect administrative costs, overhead, tolls, parking, fuel, all other costs and charges necessary to perform the services requested in this ITB.

SECTION A: UNIT PRICES – STANDARD FENCING – Unit prices shall include materials and installation in accordance with Part III of the ITB.

Description	Unit of Measure	Unit Price ($)
4’ Chain Link Fence with Top Rail	Per Linear Foot	
6’ Chain Link Fence with Top Rail	Per Linear Foot	
8’ Chain Link Fence with Top Rail	Per Linear Foot	
6’ Black Vinyl-Coated Chain Link Fence	Per Linear Foot	
8’ Black Vinyl-Coated Chain Link Fence	Per Linear Foot	
4’ Ornamental Aluminum Fence (Black)	Per Linear Foot	
6’ Ornamental Aluminum Fence (Black)	Per Linear Foot	
Galvanized Steel Fence Panels (Security/Industrial)	Per Linear Foot	
Wood Privacy Fence (6’ High, Pressure Treated)	Per Linear Foot	

SECTION B: GATES & ACCESSORIES - Unit prices shall include materials and installation in accordance with Part III of the ITB.

Description	Unit of Measure	Unit Price ($)
4’ Walk Gate – Chain Link	Each	
6’ Walk Gate – Chain Link	Each	
10’ Double Swing Drive Gate – Chain Link	Each	
12’ Double Swing Drive Gate – Chain Link	Each	
Cantilever Slide Gate – Up to 20’	Each	
Access Control System Installation (Keypad/Card Reader)	Each	
Post Cap (Chain Link or Ornamental)	Each	
Terminal Post (End/Corner Post)	Each	

SECTION C: REPAIR AND LABOR RATES

Description	Unit	Regular Rate ($)	After-Hours Rate ($)
Standard Labor (2-person crew)	Per Hour		
Emergency Service Response	Per Call		
Concrete Footing Removal & Replacement	Per Cubic Foot		
Fence Post Removal (incl. disposal)	Per Post		
Material Mark-Up for Repairs		%	

** DCSD reserves the right to request and negotiate a “best and Final” response from Bidders. **
Complete the following:

Company Name

Authorized Company Representative Name (please print) Title

Authorized Company Representative Signature Date

_____
Address

_____
Phone

_____
Email

Attachment B

ITB 27-805
District Wide On-Demand Fencing Services
Critical Paragraphs

Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

1) ____ This ITB does not commit DCSD to any offeror to this ITB. DCSD is not liable for any costs incurred by an offeror in responding to this ITB. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this ITB.

2) ____ Any news release or publicity pertaining to any phase of this ITB will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.

3) ____ It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this ITB. All addenda must be printed, signed by the certifying official and included in the ITB submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this ITB.

4) ____ Offerors to the ITB agree to fully indemnify DCSD as stated in the ITB.

5) ____ Offerors certify that they have not engaged in collusion and 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 or acted in any manner to result in restriction of trade or unfair advantage.

6) ____ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.

7) ____ Offeror understands that this solicitation requires Board of Education Approval.

Attachment C

ITB 27-805
District Wide On-Demand Fencing 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."

_____
Company Name Providing Reference

_____
Address City/State/Zip

_____
Name of Contact Person

_____
Telephone Number of Contact Person

_____
Email Address of Contact Person

_____
Date/Duration of Service Relationship

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

_____

_____

_____

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 27-805
District Wide On-Demand Fencing 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.

_____
Offeror Company Name

_____
Company Representative

_____
Date

Attachment E
ITB 27-805
District Wide On-Demand Fencing 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: _____ Date:_____

(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 27-805
District Wide On-Demand Fencing 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:

_____
Company Name/Certifying Official Signature

Date: _____

Attachment G
ITB 27-805
District Wide On-Demand Fencing 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) _____ **(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) _____ **(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.

_____ _____
Signature Date

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

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

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

Notary Public:_____

My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
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: _____

Date of Authorization: _____

Name of Project: **District Wide On-Demand Fencing Services**

Solicitation Number (if applicable): **ITB 27-805**

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: _____

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

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

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: **District Wide On-Demand Fencing Services**

Solicitation Number (if applicable): **ITB 27-805**

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: _____

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

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

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: **District Wide On-Demand Fencing Services**

Solicitation Number (if applicable): **ITB 27-805**

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: _____

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: **District Wide On-Demand Fencing Services**

Solicitation Number (if applicable): **ITB 27-805**

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 27-805
District Wide On-Demand Fencing Services
VENDOR QUESTIONNAIRE

Completion of the following questionnaire is mandatory. Vendors are expected to respond to each question. Failure to respond to each question may result in the vendor being deemed non-responsive. Vendors can attach additional sheet(s) if answers require additional explanation.

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

_____

_____

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

_____

_____

Number of years in business (under submitting company name), providing work detailed in this ITB:_____

How many permanent employees does your company have?_____

Will your permanent employees be responsible for providing all the services outlined in this ITB? If no, please explain your company's plan for providing the services outlined in this ITB. Yes _____ No_____

_____

_____

Has your company ever not completed a contract or had a contract terminated? If yes, please explain by attachment. Yes _____ No_____

A valid Georgia Plumbing Contractor license is a mandatory requirement for this ITB. Does your company have a valid Georgia Plumbing Contractor License? Yes_____ No_____

_____
Offeror Company Name

_____
Company Representative Name

_____
Company Representative Signature

_____
Date

Attachment I
ITB 27-805
District Wide On-Demand Fencing 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:

_____

Company Name/Certifying Official Signature

Date: _____

Attachment J
ITB 27-805
District Wide On-Demand Fencing 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.

_____ _____
Printed Name/Engaging Authorized Company Official

Position/Title

_____
Offeror's Company Name

_____ _____
Signature/Engaging Authorized Company Official

E-mail address

_____
Telephone Number

_____
Date

END

OF

SOLICITATION