



Vision

We strive to cultivate an educational foundation that empowers students to realize their full potential, thrive as productive global citizens, ignite positive change, and create a more just and equitable world.

DATE: May 28, 2025
TO: All Bidders
FROM: Lonita S. Broome, Ph.D – Chief Financial Officer
RE: **Invitation to Bid No. 25-008, Interior Painting Services**

City Schools of Decatur (CSD) invites bids for furnishing any and all goods and/or services required for Interior Painting Services.

Sealed Bids will be received subject to the attached terms specified in “Bid Conditions” at the office of the CSD Purchasing Department, The Elizabeth Wilson Center, 125 Electric Avenue, Decatur, Georgia 30030. Bids will be received up to **1:30 p.m. EST** local time (as per the Purchasing Department’s time clock) on **Wednesday, June 18, 2025**. Bids must be time stamped by CSD in the manner described herein in order to be timely.

An Optional Pre-Bid Site Visit will be conducted on **June 3, 2025 from 7:00am to 11:00 am**. The point of contact for site visit will be Jarvis Adams, Chief Operations Officer. All Contractors planning to attend shall meet promptly at 7am on June 3, 2025 at **Oakhurst Elementary School, 175 Mead Road, Decatur GA 30030. Transportation will not be provided.**

Questions regarding the bidding process should be directed in writing to the Purchasing Department at csdpurchasing@csdecatur.net. Only questions received prior to **4:00 p.m. EST on Thursday, June 5, 2025**, will be considered.

Bids are subject to rejection if the signature page is not completed and returned with the bid on or before the time of bid opening.

BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AND MARKED “INVITATION TO BID NO. 25-008” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF THE BID OPENING. FOR IDENTIFICATION PURPOSES, THE CONTRACTOR’S NAME AND COMPLETE ADDRESS MUST BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE www.csdecatur.net

Dr. Carmen Sulton
Chair

Hans Utz
Vice Chair

Tracey Anderson
Board Member

James Herndon
Board Member

Dr. Jana Johnson-Davis
Board Member

Sophia D’Elena
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INVITATION TO BID

FOR

INTERIOR PAINTING SERVICES

**CITY SCHOOLS OF DECATUR
PURCHASING DEPARTMENT
ELIZABETH WILSON CENTER
125 ELECTRIC AVENUE,
GEORGIA 30030**

TABLE OF CONTENTS

FOR

INVITATION TO BID NO. 25-008

<u>TITLE</u>	<u>PAGE NO.</u>
TABLE OF CONTENTS	3
BID CONDITIONS	4
ADDITIONAL CONDITIONS	29
SPECIFICATIONS	35
BID SCHEDULE	40
BIDDER'S CHECKLIST	41
SUBCONTRACTORS	42
DETERMINATION OF RESPONSIBILITY	43
REFERENCES	44
ACKNOWLEDGEMENT	45
APPENDIX I – GEORGIA IMMIGRATION AND SECURITY FORMS	46
APPENDIX II – DEBAREMENT, SUSPENSION FORM	55
APPENDIX III – BONDING FORMS	58
APPENDIX IV- FLOOR PLANS	60

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

1. INTRODUCTION

- a. To be entitled to consideration, sealed bids shall be made in accordance with the following instructions: **one (1) original, one (1) copy and one (1) flash drive** to Kattina Abram - Purchasing Department, 125 Electric Avenue, Decatur Georgia 30030, no later than the date and time (determined by the time stamp in the Purchasing Department) set forth in the “Invitation for Bid,” at which time and place the bids will be opened and read. Delivery of bids shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. postal service) only. The CSD time stamp placed on each bid is conclusive as to the time and date that CSD actually received the bid.
- b. Bids received after the date and time specified will not be considered.
- c. CSD reserves the right to reject any or all bids and to waive technicalities and informalities. The judgment of CSD on such matters shall be final.
- d. The terms Bidder, Vendor, Contractor and/or Offeror are synonymous in this document and refer to the person, entity or firm that submits the bid in response to this ITB.

2. GOVERNMENTAL ENTITY

The governmental entity, the owner, for whom the work will be executed is:
City Schools of Decatur (hereinafter “CSD”).

3. PREPARATION OF BIDS

- a. All bids shall be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the bid shall initial corrections in ink.
- b. Specifications used are intended to be open and non-restrictive. Contractors are invited to inform the Purchasing Department whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received after **4:00 pm Thursday, June 5, 2025**, will not be acted upon unless the CSD Purchasing Department rules that it is in the best interest of CSD to consider.
- c. Brand names and numbers when provided in solicitations are for reference to establish a quality standard. Any reference to a brand name shall not be construed

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

as restricting to that manufacturer (unless “no substitutes” is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.

- d. By submitting a bid, the Contractor warrants that any goods and services supplied to CSD meet or exceed specifications set forth in this solicitation.
- e. The CSD Finance Department will be the judge in making determination as to the quality and the appropriateness of the goods and services proposed as well as the responsiveness and responsibility of the Bidder. Bid on each item separately. Prices shall be stated in units specified in the solicitation.
- f. If any supplies, materials, and equipment are provided to CSD under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to CSD will be deemed to have breached the contract, and appropriate action will be taken by the CSD Purchasing Department.
- g. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required delivery date, a bid should not be submitted. Time shall be stated in “calendar” days. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
- h. Bids shall be signed by an authorized officer of the company.
- i. Telephone or fax bids in lieu of the bid schedule will not be accepted.

4. FAILURE TO BID

If a bid is not submitted, the solicitation is to be returned marked “no bid.” Failure to provide a bid or “no bid” may result in the company being removed from the CSD mailing list.

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

5. TAXES

CSD is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in bids. However, in the event taxes are required by state or federal law for the services or products outlined in this bid, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by CSD.

6. CHARGES AND EXTRAS

Bids are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. All pricing must remain firm for each year the contract is in effect.

7. SOLICITATION QUESTIONS

If a Contractor contemplates bidding and is in doubt as to the meaning of any part of these documents, he may request an interpretation. This shall be submitted in writing and addressed to Kattina Abram via email at csdpurchasing@csdecatur.net, Purchasing Department, Elizabeth Wilson Center, 125 Electric Avenue, Decatur Georgia 30030.

8. ADDENDA

No oral interpretations will be made as to the meaning of any part of the solicitation documents. Interpretations will be made by addenda only. CSD will not be responsible for any other interpretations or explanations.

Failure to request an interpretation shall not relieve the successful Bidder from the obligation to perform work in accordance with the contract as interpreted subsequently by CSD authorized representatives. Addenda issued in writing during the time of solicitation shall be addressed in the bid as appropriate, and each addendum incorporated in the subsequent contract. Copies of addenda will be posted on the CSD Web Site www.csdecatur.net for all who have obtained a set of solicitation documents from the web site to view and download.

9. ADDITIONAL TERMS

CSD shall not be bound by any terms and conditions included in any Bidder's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the CSD purchase order related to this solicitation or contract. CSD does not accept any terms or conditions from Contractor contracts on bids.

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

10. REVISION OR WITHDRAWAL OF A BID

A bid may be revised or withdrawn by the Bidder prior to the bid opening date and hour with the permission of the CSD Finance Department. Requests to withdraw a bid, along with support documentation, will be made in writing to the CSD Purchasing Department. After the bid opening, the CSD Finance Department, at its sole discretion, will permit withdrawal only when the best interest of CSD would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the bid not resulting from negligence and the mistake is clearly ascertainable. If withdrawal is allowed, CSD reserves the right to determine that the Contractor is chronically not responsible.

11. AWARD

Award will be made at the option of CSD, to the lowest priced, responsive and responsible Bidder or Bidders meeting specifications within appropriated funds available.

12. TIMELINE

Bid schedule must be submitted in a *separate sealed envelope* addressed to Kattina Abram Purchasing Department, Elizabeth Wilson Center, 125 Electric Avenue, Decatur, Georgia 30030

Bid Timeline

*The anticipated schedule for the ITB and contract approval is as follows:

ITB available	Wednesday, May 28, 2025
Optional Pre-Bid Site Visit	Tuesday, June 3, 2025
Deadline for submission of questions	Thursday, June 5, 2025
Deadline for alternate samples and specs	Thursday, June 5, 2025
Deadline for receipt of Bids	Wednesday June 18, 2025
Evaluation	June 18-19, 2025
Anticipated Contract Award	June 20, 2025

**Bids will not be accepted on Friday June 13, 2025, CSD staff will be work remotely.*

13. EXAMINATION OF SOLICITATION DOCUMENTS

Bidders are notified that they must thoroughly examine solicitation documents which may include: Cover Sheet, Table of Contents, Advertisement, Bid Conditions, Specifications, Bid Schedule, Drawings, General Conditions, and Technical Specifications together with Addenda thereto issued prior to the receipt of solicitation.

BID CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF BIDS

14. COMPLIANCE WITH LAWS

All goods and/or services furnished shall comply with all applicable Federal, State and Local laws, codes, rules, ordinances and regulations, including but not limited to all CSD policies, procedures, operating guidelines and/or regulations. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All Bidders shall include a notarized affidavit stating with specificity any “trade secret” as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under The Open Records Act (O.C.G.A. § 50-18-70 *et. seq.*), specifically O.C.G.A. § 50-18-72(a)(34). Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of DeKalb County, or in the U.S. District Court, Northern District of Georgia, Atlanta Division.

15. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to bid opening date. Other protests shall be filed not later than three (3) working days after bid opening date, or if the protest is based on subsequent action of CSD, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts giving rise to the protest. Protests are considered filed when received by CSD Audits and Investigations Coordinator. Only Contractors who participated in the solicitation are eligible to protest.

Protests that are not filed in a timely manner, as set forth above, will not be considered. Contractor agrees to pay for the School District’s reasonable attorney’s fee and expenses of litigation for any protest arising out of this solicitation in which the School District is a prevailing party.

16. PURCHASING POLICY AND OPERATING GUIDELINES

The CSD Purchasing Policy and Operating Guidelines DJE and Regulations are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participating in this solicitation a Bidder, potential Bidder, or Contractor agrees to be bound by the CSD Purchasing Policy and Operating Guidelines DJE and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

BID CONDITIONS

SECTION II – CONTRACT AWARD

1. BIDDERS QUALIFICATIONS

CSD, before Contract Award, may require Bidders to document that they are “responsible” Bidders to the complete satisfaction of CSD. Bidders may thus be required to show that they have the necessary facilities, are properly registered and licensed to perform the work specified herein, have the technical ability and financial resources to execute the work in a satisfactory manner, and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. CSD shall have the absolute right to determine Contractor responsibility and responsiveness to these requirements and any other requirements under this solicitation. CSD has the right to request at any time documentation relating to the Contractor’s qualifications. The Contractor’s failure to provide such documentation or appropriate documentation will result in the Contractor being determined to be not responsive or not responsible, or both.

2. CONTRACT LETTER

The contract award letter or establishing purchase order prepared and mailed by CSD, or otherwise furnished, to the selected Bidder within the time for acceptance specified, results in a binding contract without further action by either party. The contract award letter and any of its terms and conditions are a part of this contract. The contract shall consist of this solicitation and any addenda thereto, and the contract award letter or establishing purchase order, which supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the award letter which are not included in or otherwise expressly incorporated into this contract. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the Superintendent all terms and conditions of the CSD contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented.

3. SAMPLES

Samples when required shall be furnished free of expense to CSD according to solicitation instructions or within ten (10) days of date of request. Samples shall be tagged with Bidder’s name and id number. Samples not used or not destroyed in testing will be returned to the Bidder at the request and at the Bidder’s expense after contract award. Cost of inspection or testing of samples, which prove not to meet specifications, shall be paid by the Contractor.

4. TIE BIDS

In the purchase of supplies or services by CSD, prices and quality being equal, the tie will be resolved by a coin toss in a public forum.

BID CONDITIONS

SECTION II – CONTRACT AWARD

5. REJECTION OF A BID

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a bid or removal from the list of Bidders.
- b. Bids will be rejected if:
 - 1) The Bidder's acceptance period is less than the required acceptance period in the solicitation.
 - 2) The Bidder fails to submit requested documents, including but not limited to any licenses, certificates, bonds, or insurance policies, within the time specified by CSD.
 - 3) The bid contains a minimum order/ship quantity or dollar value (unless called for in the solicitation).
 - 4) The bid contains a prepayment and/or progress payment requirement (unless called for in the solicitation).
 - 5) The bid contains provisions for late charges whether designated as interest charges or otherwise.
 - 6) The bid fails to include all appropriate elements of all addenda issues to the solicitation.
 - 7) The bid contains terms and conditions, which are in conflict with the solicitation or CSD regulations, or that otherwise, may be construed as qualifying the bid.
 - 8) The bid does not meet the terms and conditions of this solicitation or imposes terms and conditions not acceptable to CSD.

6. DISCOUNTS

Award will be made on the basis of the net unit price or the all items net price. When submitting bids or quotations, all discounts (any discounts, cash discounts, quantity discounts, combination of item discounts, all item discounts or any other form or combination of item discounts), shall be calculated by the Bidder and reduced to a net unit price or, when requested, to an all item net price. Discounts offered in any other form or time limit will not be considered in making the award.

BID CONDITIONS

SECTION II – CONTRACT AWARD

7. AWARD

- a. The award of the contract shall be made to the lowest, responsive, and responsible Bidder(s) meeting specifications within appropriated funds available and complying with all applicable requirements.
- b. Unless the solicitation gives notice of an all-or-none award, CSD may accept any item or group of items of any bid, whichever is in the best interest of CSD.
- c. Contractors agree that their bids are subject to acceptance at any time within ninety (90) days after opening, unless otherwise stipulated in the solicitation.
- d. CSD may accept or reject any or all bids, parts of bids, may waive informalities, technicalities and irregularities. The judgment of CSD on such matters shall be final.
- e. It is within CSD' sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within CSD' sole discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within CSD' sole discretion to terminate this agreement, to not renew a Contractor or to not make an award to a Contractor who is determined to be not responsible or not responsive. None of the foregoing limits any other discretion that CSD has in relation to its solicitation process.
- f. The solicitation (including all addenda or exhibits), bid, contract notification letter or establishing purchase order, attachments or exhibits (either attached there or by reference), shall constitute the entire binding contract on the terms set forth and is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia. The solicitation supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Agreement which are not included in or attached to this Agreement. The Agreement may be modified or amended solely in a writing signed by both parties.
- g. All correspondence, including Notices of Awards and Purchase Orders will be sent to the address appearing on the Contractor's bid.

8. INSURANCE

When the responsive and responsible Contractor has been identified, he or she will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within five (5) days of the date of written notification to the Bidder. Providing proof of and maintaining the insurance coverage indicated below will be reviewed as part of the Bidder's qualifications, including but not limited to whether the Bidder is responsive or responsible.

BID CONDITIONS

SECTION II – CONTRACT AWARD

Contractor shall maintain at its sole cost and expense such insurance as will fully protect it and CSD and CSD's Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, damage or liability which may arise from services and work and for the Contractor's professional liability (errors and omissions) under this submittal and Contract, whether such services and work are performed by the Bidder, by any subcontractor or any tier directly employed or retained by either.

A. The following general requirements apply to any and all work under this Contract by all Contractors and subcontractors of any tier.

- 1) Any and all insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, until all work has been completed to the satisfaction of CSD, and for three (3) years thereafter. Any and all insurance must be on an occurrence basis. Professional Liability may be on a claims-made basis.

No Contractor or subcontractor shall commence any work of any kind under this contract until they have complied with all insurance requirements.

- 2) CSD shall be covered as an Additional Insured under any and all insurance required by the Contract documents excluding Workers' Compensation & Employer's Liability Insurance, and Professional Liability. The Workers' Compensation & Employer's Liability Insurance policy shall contain a waiver of subrogation in favor of CSD. Confirmation of this requirement shall appear on all Certificates of Insurance and endorsements and on any and all applicable policies. In addition to the Certificate of Insurance, the Bidder shall provide the Additional Insured Endorsement. The Bidder acknowledges that Additional Insured status and waiver of subrogation for CSD is a material term of the solicitation and the Bidder agrees to provide any endorsements to any insurance policies reflecting CSD status as an Additional Insured within thirty (30) days of the request. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Bidder being determined to be not responsive. Certificates of Insurance indicating that such coverage is in force shall be filed under this Contract by the Bidder to CSD Finance Department. Further, suppose the Bidder fails to procure any of the requested insurance required under this solicitation or make the Decatur Board of Education dba City Schools of Decatur an Additional Insured under the applicable policies. In that case, the Bidder will be determined to be not responsive.
- 3) CSD shall be given not less than thirty (30) days' prior written notice of the cancellation or material change of any insurance required by the Contract documents.
- 4) Each and every insurance agent shall warrant, when executing the certificate

BID CONDITIONS

SECTION II – CONTRACT AWARD

of insurance, that they are acting as an authorized representative on behalf of the companies providing coverage to the Contract as required by the contract document and that he/she is licensed by the State of Georgia to conduct business in the State of Georgia and that the companies providing insurance coverage to the Bidder are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

- 5) Any and all companies providing insurance required by the Contract documents shall meet or exceed the minimum financial security requirements as set forth below.

For all Contracts, regardless of risk, companies providing insurance required by the Contract Documents shall have a current:

- a. Best's Rating of not less than A
 - b. Best's Financial Size Category of not less than Class X.
- 6) In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract documents, or if such insurance is cancelled for any reason, CSD shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Bidder or CSD shall have the right to terminate or non-renew the Contract.

B. Workers' Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this Contract. In addition to the below, Workers' Compensation Insurance must be in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes.

Contractor acknowledges that City Schools of Decatur does not provide nor is legally liable for Bidder workers' injuries, including death and is not required to provide Workers' Compensation to any Contractor, subcontractor or any tier. Bidder also acknowledges that he/she is responsible for its employees and to the Georgia Workers' Compensation Act.

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident

BID CONDITIONS

SECTION II – CONTRACT AWARD

Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

The Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 policy aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, property damage and advertising injury, and any other type of liability for which this Contract applies. These are the minimum insurance coverage and limits that the Contractor shall maintain. If the Bidder maintains broader coverage or higher limits than the minimums shown above, CSD requires and shall be entitled to all coverage and for higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CSD.

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an “occurrence” form.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability.

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Bidder’s personal automobile policy or the Commercial General Liability coverage required under this Contract.

E. Umbrella Liability Insurance

The Contractor shall procure and maintain Umbrella Insurance with limits of liability excess of Employer’s Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance with limits not less than \$3,000,000.

F. Property Insurance

Contractor assumes sole responsibility for loss or damage to its property and hereby releases CSD and CSD’s boards, officials, directors, officers, employees, agents, and volunteers from loss or damage to Contractor, its agent, representatives,

BID CONDITIONS

SECTION II – CONTRACT AWARD

employees, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.

G. Primary and Non-Contributory Coverage

For any and all claim(s), the Contractor's insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by CSD shall be non-contributory.

H. Health Insurance

The Bidder agrees that any obligation to provide health insurance to the individuals utilized by the Contractor shall be the sole and exclusive responsibility of the Contractor.

I. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to CSD.
2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making CSD and CSD's boards, officials, directors, officers, employees, agents, and volunteers Additional Insureds under such policies.
3. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of CSD, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.
4. Certificates of Insurance showing that such coverage is in force shall be filed under this contract by the Contractor to City Schools of Decatur, Attn: Finance Dept., 125 Electric Avenue, Decatur, Georgia 30030. Certificate must include ITB, RFP, RFQ, and Project name.

J. Certificates of Insurance and Verification of Insurance Coverage

Bidder shall furnish CSD with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by CSD Finance Department before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. Bidder shall also

BID CONDITIONS

SECTION II – CONTRACT AWARD

provide CSD with such certificates and endorsements (1) upon renewal or replacement of each required policy of insurance, and (2) upon CSD's written request. CSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

K. Subcontractors

Bidder shall require and verify that all subcontractors maintain insurance and coverage requirements meeting all the requirements stated herein.

L. Non-Limitation on the Bidder's Liability

The obligations for the Bidder to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Bidder, whether or not the same is covered by insurance.

M. Special Risk or Circumstances

CSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

N. Deductibles and Self-Insured Retentions

The Offeror shall disclose to CSD any deductible or self-insured retentions applicable to any insurance required to be provided by the Offeror. If CSD obtains insurance and is required to pay deductibles due to the Offeror's or its subconsultants' negligence, intentionally wrongful conduct, errors, or omissions, the Offeror shall reimburse CSD the cost of such deductible.

9. HOLD HARMLESS AGREEMENT

The Bidder shall Hold Harmless and indemnify CSD, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees ("CSD Indemnitees") from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Bidder or Bidder's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Bidder or Bidder's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Bidder or Bidder's subcontractor; (e) any security breach involving data in Bidder's or Bidder's subcontractor's possession, custody or control, or for which Bidder or Bidder's subcontractor accesses or is otherwise

BID CONDITIONS

SECTION II – CONTRACT AWARD

responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Bidder's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Bidder; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this bid (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Bidder's Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. Notwithstanding the foregoing. Offeror shall in the event the Obligations directly arise from the gross negligence or willful misconduct of any CSD Indemnitees, then Bidder's Obligations shall be reduced by the proportional fault of the CSD Indemnitees.

10. FIDELITY BOND TO PROTECT CSD ASSETS

The Contractor is required to provide a \$25,000.00 Fidelity Bond for each school.

BID CONDITIONS

SECTION III – POST AWARD

1. ASSIGNMENT

By the submission of a bid, the Bidder agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the CSD Finance Department.

2. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the Contractor.

3. PAYMENT

The Contractor shall invoice CSD on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered. Complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance. Bidder shall provide all backup documentation reasonably requested by CSD supporting the Offeror's requests for payment.

4. TERMINATION FOR DEFAULT

- a. In the event any property or service to be furnished by the Contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Contractor with its bid, the CSD may reject the property or service and may terminate the contract for default.

Prior to a termination for default, a Contractor will be given the opportunity to respond to a "cure notice" and/or a "show cause notice". In either case the Contractor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within five (5) days of receipt of or refusal of either notice. Failure to do so will be cause for termination.

In such event with specific instructions by the Purchasing Department, the Contractor shall immediately remove the property without expense to CSD and replace all rejected property with such property or services conforming to the specifications or samples.

- b. If the contract is terminated for default, CSD may procure such property or services from all other sources and shall have the absolute right to withhold payment from Contractor until the services required by the contract are satisfactorily completed by other sources. After completion of the services required by the contract, CSD may deduct from any monies due the Contractor or that may thereafter become due to the Contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted in addition to the reasonable cost of CSD staff time spent securing substitute(s). Price paid by CSD in such event shall be the prevailing market price at the time the substitute purchase is made. Other than payment that may be due to Contractor

BID CONDITIONS

SECTION III – POST AWARD

after completion of the services as set forth above in this Section, the Contractor waives its right to pursue CSD for any damages related to termination for default.

- c. Failure by a Contractor to perform on delivery of goods or services as specified may also result in the removal of the Contractor from doing business with CSD for a period of up to one (1) year and CSD reserves the right to determine that the Contractor is chronically not responsible.

5. TERMINATION FOR CONVENIENCE

CSD reserves the right to terminate for convenience, at any time for any reason with no penalty, any contract awarded through this solicitation by providing the Contractor with thirty (30) days written notice. In the event of termination for CSD's convenience, the Contractor shall only be compensated for services properly performed prior to termination. The Contractor waives its right to pursue CSD damages other than those specifically set forth above this Section.

6. PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS

The Contractor shall, at his own expense, obtain all necessary licenses, permits and bonds; give all notices, pay all license fees and taxes, and comply with all applicable Local, State and Federal Laws, ordinances, rules and regulations. The Contractor shall maintain the licenses, permits and bonds required in a current status after award and throughout the course of the contract.

The Contractor shall agree that in the performance of the contract, they will comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

7. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by CSD solely from appropriations received by CSD. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of CSD no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of CSD at the end of any fiscal period (hereinafter referred to as "Event") as set forth in O.C.G.A. § 20-2-506(b)(2). In such Event, the Chief Financial Officer of CSD shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of CSD certification, CSD agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another Contractor at the same or higher annual cost to CSD.

BID CONDITIONS

SECTION III – POST AWARD

8. CONTRACTOR'S VENDOR REQUEST FORM

If the Contractor does not have a vendor request form on file with CSD please contact Kattina Abram via csdpurchasing@csdecatur.net to register.

9. INDEPENDENT CONTRACTOR STATUS

Contractor agrees that it is an independent contractor and CSD is not responsible for payment of any salaries, taxes, benefits or costs associated with the employment of Contractor's employees under this Agreement.

All workers utilized by Contractor to perform work for CSD ("assigned workers") are intended by the parties to be the common law employees of Contractor and not of CSD. As such, Contractor is responsible for: (a) providing workers' compensation and general liability insurance coverage with respect to the assigned workers; (b) providing assigned workers with compensation and benefits and contributing to Federal Social Security, state unemployment, and other required funds through payroll; (c) complying with all obligations under the Affordable Care Act ("ACA"); and

(d) verifying that all assigned workers are legally eligible to work in the United States under Federal immigration laws. Contractor retains sole and exclusive liability for all contributions, taxes, payments, obligations and tax filings required to be made for the assigned workers under all applicable federal or state income tax laws, unemployment and workers' compensation acts, social security acts, the ACA and other such legislation; and Contractor shall fully indemnify CSD for any claim of failure by Contractor to comply with such laws. CSD is not responsible or liable for the hiring, termination or discipline of Contractor's employees.

If there are allegations of misconduct involving one or more of Contractor's employees related to any services or work under this Agreement, CSD reserves the right to require Contractor to promptly remove any of Contractor's employees from providing the services under this contract pending resolution of the employee misconduct. Contractor agrees to promptly comply with any such request by CSD and to cooperate in any investigation with CSD. The failure to cooperate with CSD may result in the termination of the agreement or non-renewal of any agreement with Contractor, which will be determined by CSD in its sole discretion.

10. FORCE MAJEURE

CSD shall not be responsible for any delay or failure of any other obligations hereunder due to any occurrences commonly known as force majeure, including but not limited to, acts of God, war, acts of terror, labor disputes, strikes, lockouts, civil commotion, pandemic, epidemic, international trade disputes or acts of government or government agency or officers. In the event of a force majeure event which delays Contractor's work or services, Contractor shall not be entitled to any additional payment related to such delay. Contractor's sole remedy for delay caused by a force majeure event shall be an extension of contract time.

BID CONDITIONS

SECTION III – POST AWARD

11. WAIVER OF CONSEQUENTIAL DAMAGES

The Offeror waives claims against CSD for consequential damages arising out of or relating to this contract, including the termination of this contract. This waiver includes, without limitation, damages incurred by the Offeror for losses of financing, business, reputation, or profit.

12. OWNERSHIP OF DOCUMENTS

- a. **Property of CSD.** Offeror warrants that it is the author of any reports, assessments, documents and data that may be prepared by it pursuant to the contract (collectively, the “**Work Product**”) and that it holds the copyright therein and it shall obtain similar representations from its subconsultants, if any. Upon their creation, and subject to the condition that CSD timely meets its payment obligations under the contract, any Work Product that may be prepared by Offeror and its subconsultants, and the designs depicted in them, shall become the sole property of CSD, regardless of the stage of the Work Product.
- b. **Use by CSD.** CSD may use any Work Product without Offeror’s consent including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of any of CSD’ schools, buildings, office, or facilities.
- c. **Delivery of Work Product upon Termination.** In the event of termination of the contract by either party for any reason, CSD reserves the right to request and receive, and Offeror shall promptly provide and deliver to CSD upon request, any Work Product prepared through the date of termination by Offeror and its subconsultants pursuant to the contract. CSD shall obtain and retain all ownership rights with regard to such Work Product produced hereunder. Any dispute regarding the amount of any payment to be made by CSD under the contract shall not diminish, restrict or limit the right of CSD to own, receive and use the Work Product, as provided in this section. CSD may withhold any payments due Offeror upon termination until the Work Product prepared through the date of termination is furnished to CSD pursuant to the terms of this paragraph.

BID CONDITIONS

SECTION IV – OTHER

1. NON-DISCRIMINATION

The Contractor, by the submission of a bid or the acceptance of an order or contract, does agree in providing the goods and services covered under the bid or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

2. CSD NON-DISCRIMINATION

CSD does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of CSD to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in CSD Contracting requirements.

4. DRUG-FREE WORKPLACE

By submission of a bid, the Bidder certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract. The Bidder also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such Bidder.

5. CERTIFICATION OF NON-COLLUSION

By submitting a bid, the Bidder certifies: "that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive bidding is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

BID CONDITIONS

SECTION IV – OTHER

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the bid shall be abided and that the person signing this bid is authorized to sign the bid for the Bidder.

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all bids are rejected, there shall be no liability on the part of CSD for any costs incurred by Bidders or potential Bidders in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of CSD provided above shall not be exclusive and are in addition to any other rights and remedies provided by Federal law, Georgia law or under the contract.

9. GOVERNING LAW

This solicitation and any contract arising out of the solicitation shall be interpreted under governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Dekalb County, or in the U.S. District Court, Northern District, Atlanta Division. Bidder consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Dekalb County and to the personal jurisdiction of such courts, and waives any objections Bidder may now or hereafter have based on venue or forum non convenience.

10. CONFIDENTIALITY, PRIVACY AND SECURITY

The Offeror's employees, agents and subcontractors may have access to or become aware of CSD's confidential information including without limitation CSD's strategic plans, employee data, student data, and other such information of CSD (collectively referred to as "CSD Data"). Offeror shall presume that all information received pursuant to the contract or in the course of fulfilling Offeror's responsibilities under the contract is confidential information unless otherwise expressly designated by CSD. Should Offeror receive CSD Data as part of its services, Offeror must preserve and protect the confidentiality of CSD Data and prevent unauthorized disclosure and use of CSD Data, as required by this Agreement and state and federal law. Offeror will only use CSD Data for the purposes of the services contemplated in this proposal. CSD Data shall not constitute that information that is already public, has been completely and thoroughly anonymized or deidentified, or anonymous usage data regarding

BID CONDITIONS

SECTION IV – OTHER

a student's use of Offeror's products or services. These terms and conditions apply to any Offeror that receives, uses, maintains, accesses, or stores CSD Data.

- i) **Industry Standards.** Offeror shall meet all applicable industry standards concerning data privacy, data protection, confidentiality, and data security. Offeror agrees to maintain security protocols that meet industry best practices in the transfer or transmission of any CSD Data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Offeror shall maintain all data obtained or generated pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit CSD Data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of this Agreement. The foregoing does not limit the ability of Company to allow any necessary service providers to view or access CSD Data as set forth in this Agreement.
- ii) **Legal Compliance.** Offeror represents and warrants that it will comply and assist CSD in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student educational records, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h, the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501, and the Georgia Student Data Privacy, Accessibility, and Transparency Act (O.C.G.A. §§ 20-2-660 et seq.) ("SDA").
- iii) **Offeror as School Official.** To the extent Offeror has a legitimate educational interest in student educational records and information and must access, maintain, or use such records and information in order to provide services to or on behalf of CSD and its employees, agents, teachers, and students, CSD designates Offeror a "school official" within the meaning of FERPA. Offeror will be under the direct control of CSD with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Offeror may use personally identifiable information and education records only for the purpose of performing its obligations under this Agreement and as authorized by the state and federal laws referred to in ii) **Legal Compliance** cited above.
- iv) **Offeror as Operator.** Offeror shall comply with the SDA to the extent Offeror is an "operator" as defined by the SDA. Specifically, Offeror shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Offeror has acquired because of a student's use of Offeror's website, service, or application;

BID CONDITIONS

SECTION IV – OTHER

(2) use information created or gathered by Offeror's website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student's data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student's parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666.

v) **Security or Data Breach.** Offeror shall give prompt written notice to CSD within three (3) days of any security breach that may or does impact CSD Data or of any unauthorized use or disclosure of CSD Data. Offeror shall assist CSD in remedying each unauthorized use or disclosure at Offeror's expense. Such notice shall include, at a minimum, the following information: 1) A list of the types of CSD Data that were or are reasonably believed to have been the subject of a breach; 2) the date or estimated date of the breach, if known; 3) whether law enforcement has been engaged; and 4) a description of the breach incident.

vi) **Data Ownership.** All CSD Data as well as other documents, data, and information provided to the Offeror by CSD is and will remain the property of CSD to the extent that it was the property of CSD at the time it was provided to the Offeror.

vii) **Disclosure of CSD Data and Confidential Information.** Offeror shall not disclose CSD Data unless the disclosure is necessary for Offeror to provide the products and/or services under this Agreement and the disclosure is made to Offeror's contractor, subcontractor, processor, or subprocessor that Offeror holds to the same or substantially similar requirements for data privacy, use, and security as contained in this Agreement.

viii) **Data Destruction or Return.** All CSD Data shall be returned to CSD by the Offeror, without charge, within ten (10) business days of the completion of the services under this proposal in a usable format unless CSD requests otherwise or it is prohibited by law, regulation, or professional standards. Offeror shall destroy, dispose of, and/or delete all CSD Data, including, but not limited to, student education records and personally identifiable information transmitted to Offeror under this Agreement within forty-five (45) days after the termination of this Agreement or after it ceases to provide services to CSD. Offeror shall destroy CSD Data in accordance with acceptable industry standards for secure and comprehensive destruction of sensitive data. If requested by CSD, an officer of the Offeror will certify in writing that all CSD Data and all copies thereof have been delivered to CSD or destroyed.

ix) **Review of Third Party Audits and Reports.** Upon request by CSD,

BID CONDITIONS

SECTION IV – OTHER

Offeror shall provide a copy of its most recent Statement on Standards for Attestation Engagements (“SSAE”) No. 18 audit, SOC2 audit report, or equivalent audit of any data center in which CSD Data is stored.

x) **Encryption.** All CSD Data stored by Offeror shall be protected with a data-at-rest encryption product utilizing a validated FIPS 140-2 Cryptographic Module with a 128-bit key or higher, or whatever the industry standards for encryption are at that time, if better. All CSD Data transmitted by Offeror and/or its contractors, subcontractors, processors, and subprocessors will be protected with a transmission encryption solution that complies, as appropriate, with NIST Special Publications 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others that are Federal Information Processing Standards (FIPS) 140-2 validated.

xi) **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect CSD Data from unauthorized access. The service security measures shall include server authentication and data encryption. Offeror shall host CSD Data in an environment using a firewall that is periodically updated according to industry standards.

xii) **Patch Requirements.** Offeror must have a documented patch management and distribution process that ensures security patches are applied to all systems (to include servers, laptops, workstations) that process and/or store CSD Data.

xiii) **Audit Trail.** All systems that process or store CSD Data must maintain an electronic audit trail that documents system security events. Offeror must ensure that users receive regular security awareness training.

xiv) **Disaster Recovery Process.** Offeror must maintain a disaster recovery process.

xv) **Contractor Compliance.** Offeror shall periodically conduct or review compliance monitoring and assessments of Offeror’s contractors, subcontractors, processors, and/or subprocessors to determine their compliance with the privacy, use, and security requirements of this Agreement. Offeror shall implement, test, and continually monitor the administrative, physical, and technical controls necessary to protect CSD Data. CSD may require Offeror to complete periodic security assessments to ensure compliance with CSD data security requirements.

xvi) **Audit.** CSD may audit the records and systems of Offeror to ensure compliance with the data security and privacy terms. CSD will notify Offeror in writing at least ten business days prior to any such audit. If an audit reveals that Offeror is using CSD Data beyond the scope of the Agreement, then, in addition to any other remedies available to CSD, Offeror shall reimburse CSD for the cost of such audit.

BID CONDITIONS

SECTION IV – OTHER

xvii) **Unilateral Modifications.** CSD cannot agree to any terms and conditions that are either unknown at the time of signing the contract; or can be unilaterally modified by Offeror. To the extent that any of the Offeror

documents permit unilateral modifications, such provisions are null and void. If Offeror has separate terms and conditions in the form of a privacy policy, master services agreement, SAAS agreement, or otherwise, those terms and conditions must be included in the Offeror's proposal. In the case of any inconsistency between the terms and conditions of the RFP documents or Offeror's documents, the RFP documents control

11. OPEN RECORDS ACT

Bidder acknowledges and agrees that CSD is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Bidder agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Bidder shall provide CSD with immediate notice should Bidder receive an Open Records Request. If Bidder asserts that any information in its response or in any information provided to the CSD with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1- 761, then the Bidder **must** follow the requirements of the ORA set forth at O.C.G.A. § 50- 18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

ADDITIONAL CONDITIONS

1. CONTRACT TYPE

The contract type contemplated for this solicitation is a Firm Fixed Price Contract.

2. CONTRACT PERIOD

The contract performance period shall be for the duration of the project. Contract performance shall begin on the date stated in the contract award letter.

3. CATEGORY OF AWARD

Award will be made on a line item basis. Bidders may bid on all lines or select lines. Award will be made to one or more vendors based on the best interest of the district.

4. ALTERNATE BRANDS

Bidders who choose to offer products which are alternates to brand specified (see 1.1 Quality Assurance, page 37) **shall provide a sample and specifications of the alternate item(s) to the CSD Purchasing Department for evaluation** (see ALTERNATE PAINT SAMPLE instructions below). Material Safety Data Sheet (MSDS) shall be submitted for the paint being offered. Failure to comply may result in your bid being deemed non-responsive.

5. ALTERNATE PAINT SAMPLES

Alternate paint samples and specifications shall be submitted no later than **2:30 p.m. on Thursday, June 5, 2025**, to the CSD Purchasing Department, Elizabeth Wilson Center, 125 Electric Avenue, Decatur Georgia 30030 for evaluation. NOTE: Each sample shall be tagged with: 1) the bidder's company name; 2) the project number/school name for which a sample is being submitted; 3) the name of the manufacturer and brand/product name and product number of the sample item; and 4) shall be accompanied by the manufacturer's specifications for the sample item. The outside of the package containing the sample shall clearly state "SAMPLE FOR ITB NO. 25-008, INTERIOR PAINTING SERVICES."

If samples are not used or destroyed in testing, the bidder shall claim them after thirty (30) days from the date of bid opening; or they will become the property of CSD.

6. DETERMINATION OF "OR ALTERNATE"

CSD shall have the absolute right to determine if products meet the "or alternate" requirements in terms of quality and other form, fit, and functional needs.

7. BID GUARANTEE (BID BOND)

The bid must be accompanied by a bid guarantee in an amount alternate to five (5) percent of the amount of the base bid. This guarantee shall be a bid bond (issued by a surety licensed by the Commissioner of Insurance for the State of Georgia).

ADDITIONAL CONDITIONS

See the required Bid Security Form in Appendix IV. The bid guarantee shall insure the furnishing of performance and payment bonds if awarded the contract and as required by the solicitation documents.

Failure of the low bidder(s) who is responsive and responsible to supply the required documents (bonds and insurance) within the time frame specified or within such extended period as the CSD may grant, shall constitute a default. In such an event, the CSD may award the contract to the next low bidder who is responsive and responsible, or rebid, whichever is in the best interest of the CSD.

CSD may also charge the defaulting bidder with the difference between the amount of its bid and the amount for which the contract for the work is subsequently executed.

Bid bond and the monies payable thereon will be paid at option of the Owner into funds of CSD as liquidated damages if bidder fails or refuses to return to CSD the required insurance certificate and performance and payment bonds within ten (10) days of the Notice Intent to Award.

8. PERFORMANCE AND PAYMENT BONDS

The selected bidder(s) will be required to furnish a performance bond and a payment bond issued by a surety company licensed by the Commissioner of Insurance of the State of Georgia to do business as an insurance company in the State of Georgia. The performance and payment bonds must be in an amount alternate to one hundred percent (100%) of the contract price. **See the required Performance and Payment Bond Forms in Appendix IV.**

The bonds are furnished as security for the faithful performance of the work of this Contract, including stipulations and agreements of the Contract, the payment of all bills and obligations arising out of the performance of the Contract, which bills and obligations might or would in any manner become a claim against CSD, and guaranteeing the work included in the Contract against faulty materials and poor workmanship for one (1) year after final acceptance of the work by CSD.

All performance bonds and payment bonds provided by the selected bidder shall be accompanied by an affidavit from the selected bidder that an investigation has been made and that the surety is licensed by the Commissioner of Insurance to do business as an insurance company in the State of Georgia and is further authorized to serve as a surety.

A performance bond satisfactory to Owner in amount alternate to one hundred percent (100%) of the total contract price and a payment bond in amount alternate to one hundred percent (100%) of the total contract price shall be required of the selected bidder to guarantee completion of the work under the Contract and payment for all labor and materials.

Bonds shall be executed by an agent of the surety residing in the State of Georgia. The date

ADDITIONAL CONDITIONS

of these bonds shall be the same as the date of the Notice of Award letter. The surety shall appoint an agent for service in Atlanta, Georgia upon whom all notices shall be shown on each bond.

The agent executing the bonds on behalf of the surety shall file with the bonds a General Power of Attorney, unlimited as to amount and type of bonds covered by such Power of Attorney, and certified by an official of the surety.

CSD will not execute the Contract until it receives and approves the bonds.

If, at any time after the execution of the Contract, CSD determines the surety is unsatisfactory, CSD shall have the right to require new bonds by issuing a notice to the contractor that the surety is unsatisfactory. Failure by the contractor to provide replacement performance and payment bonds issued by a surety that is found to be satisfactory to CSD shall constitute a default.

In the event of the contractor's default under the terms and conditions of the General Conditions, CSD shall have such rights and may take such actions as are granted to it in the event of a default by the contractor pursuant to the General Conditions.

CSD shall not be responsible for any costs incurred as a result of the selected bidder's failure to comply with its obligation to secure performance and payment bonds as set forth herein.

9. ATTORNEY-IN-FACT

Attorney(s)-in-fact who sign bid bonds and/or performance and payment bonds must file with each bond a certified copy of their Power of Attorney to sign bonds, with the certificates being certified to include the date of the bond.

10. DELIVERY REQUIREMENTS

Delivery or Bid/performance may be made only as authorized by CSD Finance Department. The Bidder shall furnish to CSD all services specified in the schedule of the order issued by CSD.

11. SITE VISIT SCHEDULE

Site visits will be conducted on **June 3, 2025 from 7:00am to 11:00 am**. The point of contact for site visit will be Jarvis Adams, Chief Operations Officer. All Contractors planning to attend shall meet at **Oakhurst Elementary School, 175 Mead Road, Decatur GA 30030**.

12. OWNER'S REPRESENTATIVE

Supervision of the contract will be performed by CSD' Chief Operation Officer or his designee(s). CSD reserves the right to change its representative by providing notice to

ADDITIONAL CONDITIONS

Contractor of such change.

13. RECEIPT OF ADDENDUM CLAUSE

CSD Purchasing Department shall not bear responsibility for receipt of addenda by mail. If Contractors do not acknowledge receipt of all addenda the bid or proposal may be determined to be non-responsive by the CSD Contracting Executive Director.

14. SUBMITTALS

Bidders are responsible for submitting bids so as to reach the CSD Purchasing Department office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the bidder is responsible for informing the commercial delivery service of all delivery by the CSD Contracting Executive Director.

15. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is a condition for the contract bid and any contract award. Contractor is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Contractor's bid.

Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix I) with your proposal shall result in your proposal being declared non-responsive. If a Contractor claims one or more of the documents is inapplicable then the Contractor shall mark the form "Not Applicable" and submit it with their proposal. CSD reserves the right to request additional information from the Contractor to substantiate information provided to CSD. The failure to respond to such a request may result in the Contractor being determined to be non-responsive. Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Contractor, subcontractor, or sub- subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

ADDITIONAL CONDITIONS

16. INSPECTION

The Bidder awarded the contract shall be subject to continuous inspection by CSD to ensure compliance with all specifications and regulations of the Decatur Board of Education.

If any inspection reveals that Bidder is not in compliance with any specification or regulation of the Decatur Board of Education or this agreement, then Bidder must correct such deficiency as soon as practicable, but in no instance longer than thirty (30) days after receiving notice of the deficiency from CSD.

17. CRIMINAL HISTORY BACKGROUND CHECKS

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract. The Contractor shall be notified in writing of CSD's intent to award a contract, and shall proceed at that time, to coordinate the criminal history background checks with the CSD Department of Safety & Security. If the criminal history summary report reveals any felony convictions or no final disposition for a charge, the CSD Department of Safety & Security shall determine if the Contractor's employee is eligible/ineligible to perform services in CSD.

Contractors shall not employ for the services of CSD, any person who does not pass the criminal history summary background check, as determined by the CSD Department of Safety & Security. The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check, and be deemed eligible to perform services for CSD, as determined by the CSD Department of Safety & Security. This shall be done prior to the employee starting work.

Note: The Contractor shall provide to the Operations Department the names of **all** personnel assigned to perform services for CSD, **prior** to the start of work. The contractor shall be responsible for all cost associated with the background check.

Badges

All Contractor's employees deemed eligible to perform services for CSD shall be issued a badge bearing the words "Contractor". The badge shall be issued to the eligible contractor by CSD's Safety and Security Department. Contractors or their employees shall not report to any CSD school or facility at any time to perform services without the badge. If so, the shall not be allowed to enter the building to perform services. Badges shall be worn at all times when on CSD property.

Upon termination of a contractor employee, **the Contractor shall immediately** retrieve the badge from the ex-employee, inform the appropriate CSD on-site Administrator, i.e.,

ADDITIONAL CONDITIONS

Principal of such, and turn the badge in to the CSD on-site Administrator or the Chief of Operations or their designee.

18. COMMUNICATION WITH CSD STAFF

From the issue date of this solicitation until completion of the entire solicitation process and announcement of award notification, all Contractor communication must be authorized by and directed to the Purchasing Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company's response.

19. CONFLICT OF INTEREST

As part of the negotiation process, the Bidder is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of CSD and the name of any CSD employee who owns, directly or indirectly, a stock interest in the Bidder's firm or any of its branches. The Bidder is required to disclose any other real or apparent conflict of interest with any CSD employees.

20. PIGGYBACK CLAUSE

This solicitation allows for other state and local governmental agencies within the State of Georgia to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between Bidder and the third party entity.

21. WARRANTY

All warranties shall run from the date of acceptance and shall remain in place for a period of one (1) year from the acceptance date. CSD's representative or designee is responsible for inspection and acceptance of the goods. All nonconforming or defective products shall either be replaced at no cost to CSD within thirty (30) days of request by CSD or CSD shall be provided with a refund for the purchase price of the defective good. Any replacement item must be of the same or comparable make and model.

CSD is not waiving, amending or abridging any stated or implied contractual or warranty rights provided to CSD under state or federal law. Bidder warrants and agrees as follows:

ADDITIONAL CONDITIONS

- (i) Any goods, applications or software purchased or provided under this contract will be defect free in design, materials and workmanship, be of the quality, size and dimensions ordered, be of first quality material and workmanship, merchantable, fit for the purposes specified by CSD in this solicitation and shall conform to all the requirements of the solicitation. The packaging, packing, marking, and shipping of such goods will conform with the requirements of this ITB and as set forth in Bidder's response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by CSD.
- (ii) Any services purchased under this contract will be performed by the Bidder according to its best efforts and in accordance with the Standard of Care for the term of the agreement. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by CSD.
- (iii) Bidder is fully aware of CSD's business requirements and intended uses of the applications, software, processes, services and products and warrants that such shall be fit for such intended uses.
- (iv) Bidder represents and warrants that all the concepts, materials, applications, products and services produced, or provided to CSD shall be wholly original with the Bidder or that the Bidder has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Bidder represents and warrants that the concepts, materials, applications, products and services and CSD's use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or services or payment thereof by CSD.

SPECIFICATIONS

SCOPE OF WORK

City Schools of Decatur (CSD) is seeking a qualified Contractor(s) to provide all labor, materials, and equipment to perform required work as outlined in the specifications for the following five (5) schools:

Facility	Address
1. College Heights LC	917 South McDonough Street, Decatur GA 30030
2. Clairemont ES	155 Erie Avenue, Decatur GA 30030
3. Glennwood ES	440 East Ponce De Leon Ave, Decatur GA 30030
4. Oakhurst ES	175 Mead Road, Decatur GA 30030
5. Winonna Park ES	510 Avery Street, Decatur GA 30030

SPECIFICATIONS

SUMMARY

These projects include interior painting of the hallways, common areas, classrooms and offices of the buildings. Scope of work will include painting of walls, wood and metal surfaces, handrails, exterior doors, and door frames, excluding closets/storage. **All surfaces will require a minimum of two (2) topcoats for proper coverage after walls are prepped.**

PART I GENERAL

1.1 QUALITY ASSURANCE

It is the intent of these specifications where brands or trade names are mentioned to set a quality for that particular product. Manufacturer Sherwin Williams Pro Industrial Pre-Catalyzed Water-based Epoxy for all metal surfaces and Pro Mar 200 Primer and Interior Latex for wall surfaces (low VOC paint). Other manufacturers with equal products will be considered. Written permission will be required.

1.2 SUBMITTAL

- A. Paint Schedule - Within three (3) business days after contract is awarded, submit for approval, a detailed schedule of the paint proposed listing the name of the manufacturer, the specific label name of each product, and the surface to which it will be applied. Such schedule, when approved, shall be equal force with these specifications in that no deviation from it will be allowed except with owners' written approval. Omission of any item from the approved schedule shall not relieve contractor of this obligation to comply with these specifications.
- B. Color Schedule – Owner will provide color schedule after award of contract.

1.3 PRODUCT HANDLING

- A. Deliver all painting materials to job site at least three (3) days before painting, in original unbroken containers showing manufacturer's name and type of paint, subject to owners inspection and approval. Store all paint in a locked room. Paint shall be used directly from original containers or shall be mixed on job to match approved samples.
- B. The floor and wall surfaces of paint storage room shall be suitably protected against damage or defacement. Necessary precautions shall be taken to reduce fire hazard to a minimum.

SPECIFICATIONS

1.4 ENVIRONMENTAL CONDITIONS

Adequate temporary light, heat, venting, etc., required to afford proper working and drying conditions at the building shall be maintained throughout the time painting work is being done.

1.5 PROTECTION

During progress of the painting, all areas should be covered and protected. Drop-cloths or building paper shall be used to protect floors and baseboards and other portions of the building during painting operation. The contractor will be responsible to move furniture and re-set area to original condition.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General - Except where otherwise specifically stated hereinafter, painting materials shall be products of manufacturer's herein before listed under "Quality Assurance" and shall be in that manufacturer's top grade of the respective type.
- B. Colors - Not limited to "stock" ready-mixed colors. The owner will furnish the formulas for the colors that are scheduled to be used.
- C. Mixes - Approved paint mixes shall be mixed by the manufacturer. No thinning or cutting of paint materials will be permitted, except as recommended by the manufacturer.

PART 3 EXECUTION

3.1 CONDITION OF SURFACES

- A. The painting contractor shall inspect the surfaces to receive paint before starting his work. He shall verify to the owner in writing of any conditions which will prevent him from satisfactorily completing his work. He shall not proceed with his work until all defects are entirely corrected. The application of paint by the painter shall be an indication of his acceptance of the subsurface.
- B. The surface must be dry and in sound condition, remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.

3.2 PREPARATION

- A. Wall Board - All areas to be thoroughly dry, hard, and clean. All nail holes, cracks or blemishes of any kind shall be properly treated, sandpapered, patched or sealed.
- B. Interior Wood - All surfaces shall be sanded smooth, with the grain and never across it. Surface blemishes shall be corrected and the room cleaned of dust before

SPECIFICATIONS

proceeding with finishing coats. Enamel and varnish finishes shall be lightly sanded between coats to a smooth finish. Polish surface before last coat with 000 steel wool.

- C. Concrete and Concrete Block - Interior concrete and concrete block shall be free from dirt, loose or excess mortar, or any film left from oil or concrete curing compounds. All nail holes, cracks or blemishes of any kind shall be properly treated, sandpapered, patched or sealed.
- D. Metal - Remove grease, dirt, mud, rust, and scale as necessary to receive paint. Touch-up any chipped or abraded places or items that have been shop coated. Where steel and iron have heavy coatings or scale, it shall be removed by descaling or wire brushing as necessary to produce satisfactory surface for paint. Sandblasting will not be allowed as a prep method.
- E. Graffiti - All graffiti will be properly sealed before top coats are applied.
- F. All metal doors and jams will be sanded to a dull finish and sanding dust shall be removed before the paint application begins.
- G. All interior wooden doors will have all tape, stickers, etc., removed before sanding.

3.3 APPLICATION, WORKMANSHIP

- A. Do all work in strict accordance with manufacturer's label directions? Fully finish the top and bottom edges of doors and other woodwork edges not normally visible. All work carefully done by skilled mechanics. Finish surfaces uniform in gloss, finish and color, and free from brush marks. No paint spots left on glass, hardware or other finished work. All interior paint shall be applied with a brush or roller (except porous materials shall be applied with a brush). **No spray painting will be allowed.**
 - B. Primer shall be applied to wall surfaces as needed and agreed upon by owner and contractor. Priming will be an additional cost quoted on the bid schedule per square foot.
 - C. Door jams that are rolled will not be accepted.
 - D. At the end of each working day, all material will be put in storage. Floor and baseboards will be cleaned that day.
 - E. One year warranty on labor and prep work from date of acceptance.
 - F. All work shall be completed by **June 30, 2025**.
-

SPECIFICATIONS

3.4 EXCLUSIONS

All areas are to be painted in facility with the exception of the following locations:

- a. All book storage rooms
- b. All storage areas
- c. Electrical/Mechanical Rooms
- d. Gym Ceiling
- e. Gym Storage Areas
- f. Media Center Mill Work
- g. Classroom closets
- h. Kitchen and Managers' Office

Marked School Maps will be provided to contractor with areas to be painted detailed.

FACILITIES – BUILDING SQUARE FOOTAGE

See Bid Schedule

ITB NO. 25-008
INTERIOR PAINTING SERVICES
BID SCHEDULE

Item #	School Name	Floor Square Footage to be Painted	Unit Cost per square foot	Total Cost
1a	ECLC – Painting	27,020	\$	\$
1b	ECLC - Primer	27,020	\$	\$
2a	Clairemont – Painting	25,106	\$	\$
2b	Clairemont – Primer	25,106	\$	\$
3a	Glennwood – Painting	36,441	\$	\$
3b	Glennwood – Primer	36,441	\$	\$
4a	Oakhurst – Painting	40,592	\$	\$
4b	Oakhurst – Primer	40,592	\$	\$
5a	Winonna Park – Painting	40,081	\$	\$
5b	Winonna Park – Primer	40,081	\$	\$
6	Additional Locations	TBD	\$	\$
7	Allowance	TBD		
	TOTAL			\$

Respondent understands and accepts all Terms and Conditions as they pertain to this ITB-25-008 Bid Schedule:

 Authorized Signature & Title

 Date

ITB NO. 25-008
INTERIOR PAINTING SERVICES
BIDDER'S CHECKLIST

Company: _____

ITB No.: _____

- ☐ We have included one (1) original, two (2) copies and one (1) flash drive.
- ☐ We have acknowledged receipt of addenda issued.
- ☐ No conditions, restrictions or qualifications have been placed by the company on this bid that would have the bid declared non-responsive.
- ☐ We acknowledge that City Schools of Decatur does not provide Workers' Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers' injuries, including death.
 - ☐ We have included the following **NOTARIZED** Georgia Security and Immigration Compliance documents with our bid:
 - ☐ ***Immigration and Security Form**
 - ☐ ***Contractor Affidavit and Agreement**
 - ☐ ***Sub-Contractor Affidavit**
 - ☐ ***Affidavit of Exception**
 - ☐ ***Debarment, Suspension Form**
 - ☐ ***Bid Bond**

ITB NO. 25-008
INTERIOR PAINTING SERVICES
SUBCONTRACTORS

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
Address: _____
Contact: _____
Phone: _____ Email: _____
2. Company Name: _____
Address: _____
Contact: _____
Phone: _____ Email: _____
3. Company Name: _____
Address: _____
Contact: _____
Phone: _____ Email: _____
4. Company Name: _____
Address: _____
Contact: _____
Phone: _____ Email: _____
5. Company Name: _____
Address: _____
Contact: _____
Phone: _____ Email: _____

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with CSD for contract negotiation and the name of the project manager. A brief history of the company and the employee present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons, email, and toll-free phone numbers) a minimum of three (3) school boards or other clients of similar size and nature to CSD for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

ITB NO. 25-008
INTERIOR PAINTING SERVICES
REFERENCES

Please provide as references, the names of at least three (3) local corporate clients you have served for at least two (2) years.

1. Company Name: _____
 Address: _____
 Contact: _____
 Phone: _____ Email: _____

2. Company Name: _____
 Address: _____
 Contact: _____
 Phone: _____ Email: _____

3. Company Name: _____
 Address: _____
 Contact: _____
 Phone: _____ Email: _____

ACKNOWLEDGEMENT

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform with its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject any or all of my bid.

NAME OF COMPANY: _____

BY: _____

(TYPE OR PRINT - TITLE AND NAME OF PERSON SUBMITTING BID)

SIGNATURE: _____

(COMPANY FEDERAL ID NUMBER)

(INDIVIDUAL E-MAIL ADDRESS)

Generic e-mail address is not acceptable

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP)

PHONE: () _____, **FAX:** () _____

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your Bid and without it your Bid is not complete and will be subject to rejection.

Bidder acknowledges addendum/addenda: No. 1__, No. 2__, No. 3__ (If Applicable)

ITB NO. 25-008

Your bid or reference Number: _____

(IF APPLICABLE)

If not bidding, please complete above, check applicable box below and return this page only:

(Please indicate No Bid with Bid Number on outside of envelope.)

(A.) ☐ **NO BID - Unable to bid at this time. Would like to receive future bids.**

(B.) ☐ **NO BID - Remove from this product/service category.**

(C.) ☐ **NO BID - Remove from Bidder's List.**

This page must be returned with your bid. Instructions and conditions are for your information.

It is the policy of the City Schools of Decatur not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity or service.

APPENDIX I

GEORGIA IMMIGRATION AND SECURITY FORMS

CITY SCHOOLS OF DECATUR
IMMIGRATION AND SECURITY FORM

If you are providing service, performing work or delivering goods to the Decatur Board of Education 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 quote/proposal. Failure to provide this document with your quote/proposal will result in the disqualification of the quote/proposal.

1) City Schools of Decatur shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to ensure 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 **Contractor MUST INITIAL** the statement applicable to Contractor below:

(a) _____ **(Initial here):** Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor 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. **[Contractors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement.**

or

(b) _____ **(Initial here):** Contractor 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. **[Contractors who initial (b) must attach and return a signed, notarized Affidavit of Exception].**

or

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

3) _____ **(Initial here)** Contractor 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 Contractor 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

CITY SCHOOLS OF DECATUR
IMMIGRATION AND SECURITY FORM (Page 2)

- 4) **(Initial here)** Contractor agrees that, if Contractor 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 Contractor will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- 5) **(Initial here)** Contractor agrees to provide the Decatur Board of Education dba City Schools of Decatur 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: _____

Firm : _____

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: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

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

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

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

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

CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT

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

(1) The undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (*name of contractor*), which has a contract with the Decatur Board of Education.

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

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

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

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

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

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

SUBCONTRACTOR AFFIDAVIT (Page 2)

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

BY: Authorized Officer or Agent

Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

AFFIDAVIT OF EXCEPTION

The undersigned, in connection with a proposed contract or subcontract with the Decatur Board of Education dba City Schools of Decatur for the physical performance of services under O.C.G.A. 13-10-90, et seq. (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor or single member entity; and **I do not employ** any other persons.
- (b) I do not intend to hire any employees or to perform the Contract.
- (c) A true, correct and complete copy of my driver's license is attached hereto.

If at any time hereafter I determine that I will need to hire employees to satisfy or complete the services under the Contract then *before* hiring any employees, I will:

- (i) immediately notify the School District in writing at: Finance Department, Elizabeth Wilson, 125 Electric Avenue, Decatur Georgia 30030 and,
- (ii) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
- (iii) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rules 300-10-1-.01, et seq.

I agree that I will not employ or contract with any subcontractor(s) to provide services under my contract with the Decatur Board of Education, dba City Schools of Decatur, school, or Decatur Board of Education, unless at the time of the contract said subcontractor:

- (i) is registered with and participates in the federal work authorization program.
- (ii) provides me with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
- (iii) agrees to provide me with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

If I do contract with such subcontractors, I agree to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) to

the Decatur Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Attached hereto is a true and correct copy of my state issued driver's license or state issued identification card. I understand that a driver's license or identification card shall only be accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card. I understand that the Georgia Attorney General/State Law Department's website posts an annually updated list of the states that verify immigration status prior to the issuance of a driver's license or identification card and that only issue licenses or identification cards to persons lawfully present in the United States.

BY: Printed Name

Signature

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

APPENDIX II

DEBARMENT, SUSPENSION FORMS

APPENDIX III

BOND FORMS

DOCUMENT 00410
BID SECURITY FORM

Bond Number _____

_____, Surety

_____, Bidder DECATUR BOARD OF EDUCATION

OWNER/Obligee

FIVE PERCENT (5%) OF THE AMOUNT OF THE BASE BID ATTACHED

Amount of Bond

Project Description: **Interior Painting Services**

Date of Bid Opening: **May 27, 2025**

Project Number: 25-008

Bid Number: **ITB No. 25-008**

WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

If the bid or any part of the bid shall be accepted and a contract awarded to the bidder by OWNER, and if the bidder shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the bidder, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the contract and specifications, or the call for bids, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 90 days from the date of the bid, or longer if required by law, or longer through mutual agreement of the OWNER and bidder.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the bidder fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the bidder.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this _____ day of _____, 20 _____

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

BIDDER

State of _____ SS

County of _____

By (signed) _____

Signature of Authorized Person

On _____, before me,

Title _____

_____, a Notary

Public

Personally appeared _____
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to

SURETY

me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Seal)

By (signed) _____

Signature of Attorney-In-Fact

Address _____

City, State _____

Telephone _____

Signature of Notary

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)

[If you do not submit a certified or cashier's check, failure to submit this form SHALL render your bid non-responsive]

END OF DOCUMENT

DOCUMENT 00605
PERFORMANCE BOND

WHEREAS, DECATUR BOARD OF EDUCATION,

hereinafter called OWNER, and _____

hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,

dated: _____

for: _____

Contract
Amount: _____

NOW, THEREFORE, CONTRACTOR, as Principal, and _____
as Surety; are held and firmly bound to OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the
CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents:

PERFORMANCE BOND

In an amount equal to One Hundred Percent (100%) of the above
Contract Amount. The condition of this obligation is that if the
CONTRACTOR shall in a workmanlike manner promptly,
competently, and faithfully perform all of the terms and conditions of
the Contract in strict conformity therewith, then this obligation shall
be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no adjustment to the Contract Amount and or Contract Times, alteration, additions
and/or deletions to the terms of the Contract, or to the Work to be performed there under, shall in anyway affect its obligations on the above bond, and
it does hereby waive notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.

In case any suit is brought upon this bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the
Court's discretion. Attorneys' fees awarded against the Surety can exceed the penal sum of this bond.

Signed and sealed this _____ day of _____, 20____

CONTRACTOR

SURETY

By _____
Attorney-in-Fact
Address _____

Title _____ Telephone Number _____

Bond Number _____

OWNER will verify this bond by:

VERIFICATION BY CITY SCHOOLS OF DECATUR FINANCE DEPARTMENT

1. Verify the Surety is currently certified by the State Insurance Commissioner as an admitted Surety Insurer and
such authority is in full force and effect.
2. Verify the Surety is solvent by confirming its rating with A.M. Best.
3. Validate that the Surety Company issued this bond to the assigned company in 100 percent of the contract amount.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENT

DOCUMENT 00600

PAYMENT BOND (LABOR
AND MATERIAL)

WHEREAS, DECATUR BOARD OF EDUCATION,

hereinafter called the OWNER, and _____

hereinafter called the CONTRACTOR, have entered into a Contract

dated _____

for _____

Contract
Amount _____

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety,

are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above Contract Amount. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over from the wages of employees of the CONTRACTOR and his Subcontractors, with respect to such work and labor that the surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond is executed in accordance with the requirements of the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq. and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of O.C.G.A. § 36-91-93 and acts amendatory thereof, or to their assigns.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.

Signed and sealed this _____ day of _____ 20_____

CONTRACTOR/PRINCIPAL

SURETY

By _____

Attorney-in-Fact

By _____

Address _____

Title _____

Telephone Number _____

Bond Number _____

OWNER will verify this bond by:

VERIFICATION BY CITY SCHOOLS OF DECATUR FINANCE DEPARTMENT

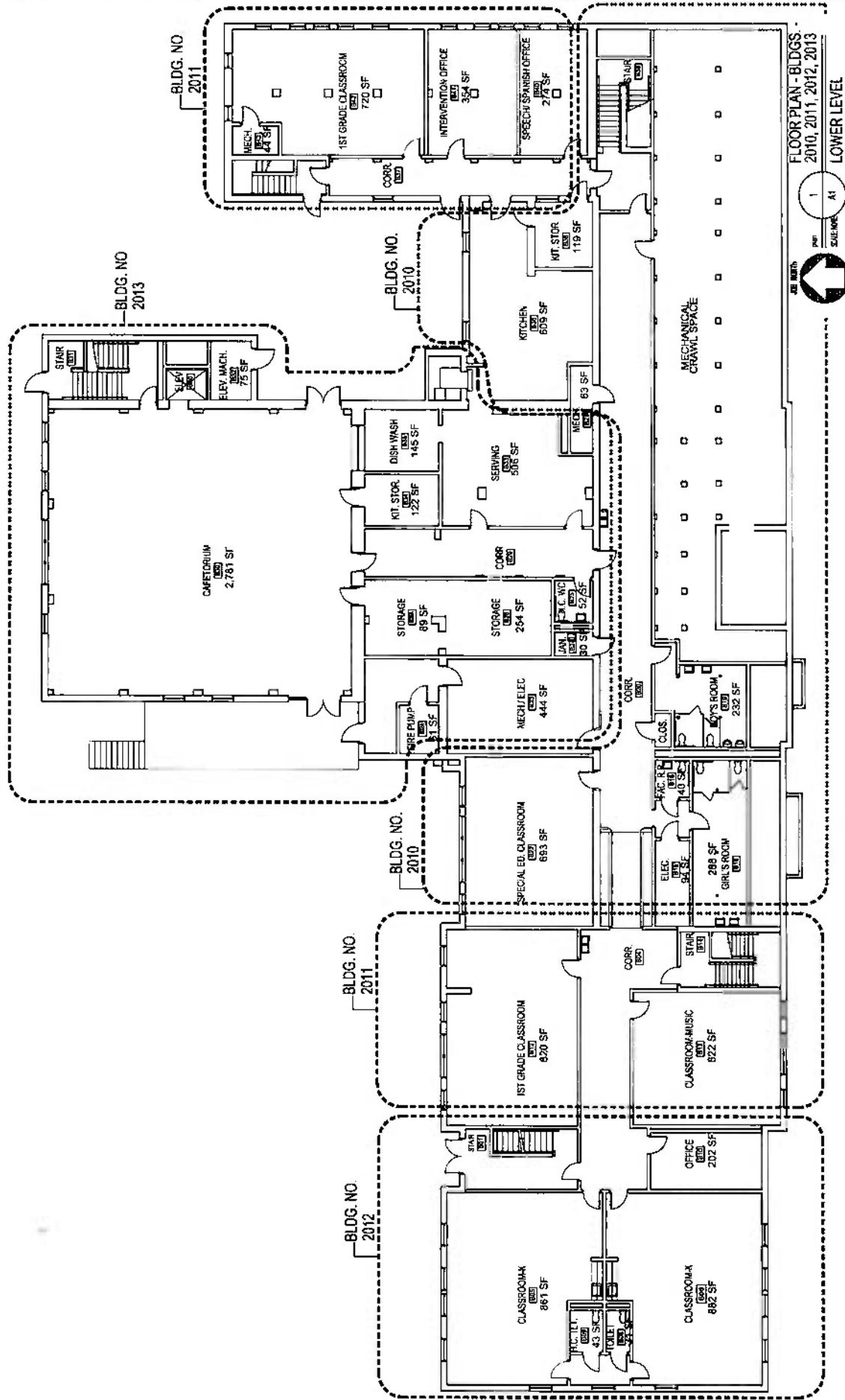
1. Verify the Surety is currently certified by the State Insurance Commissioner as an admitted Surety Insurer and such authority is in full force and effect.
2. Verify the Surety is solvent by confirming its rating with A.M. Best.
3. Validate that the Surety Company issued this bond to the assigned company in 100 percent of the contract amount.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENT

APPENDIX III

FLOOR

PLANS



FLOOR PLAN - BLDGS. -
2010 2011 2012 2013

LOWER LEVEL

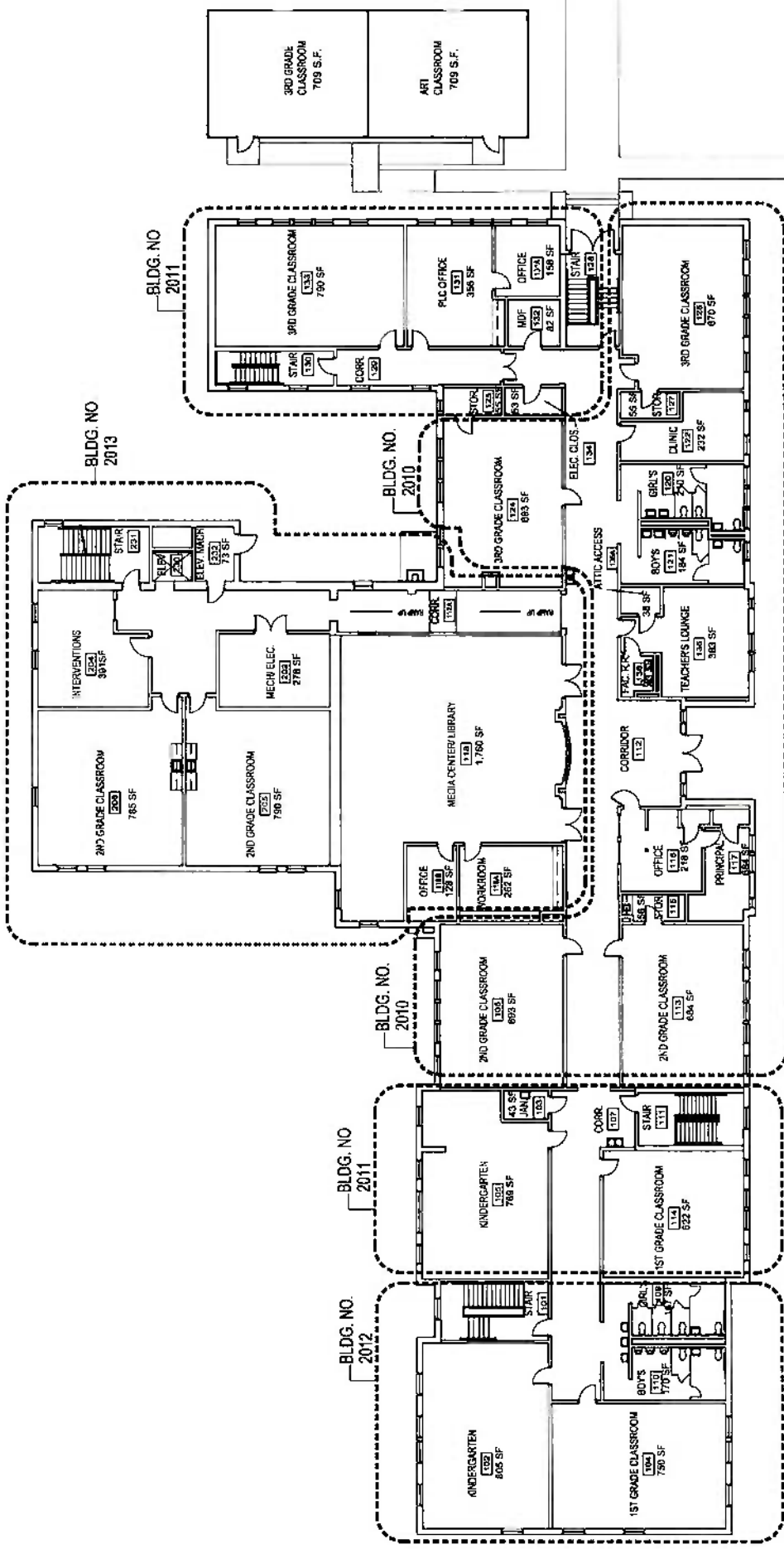
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BLDG. 2011: 1
BLDG. 2012: 2

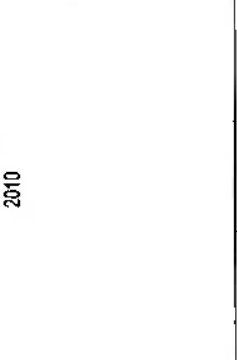
BLOG. 2013. 2

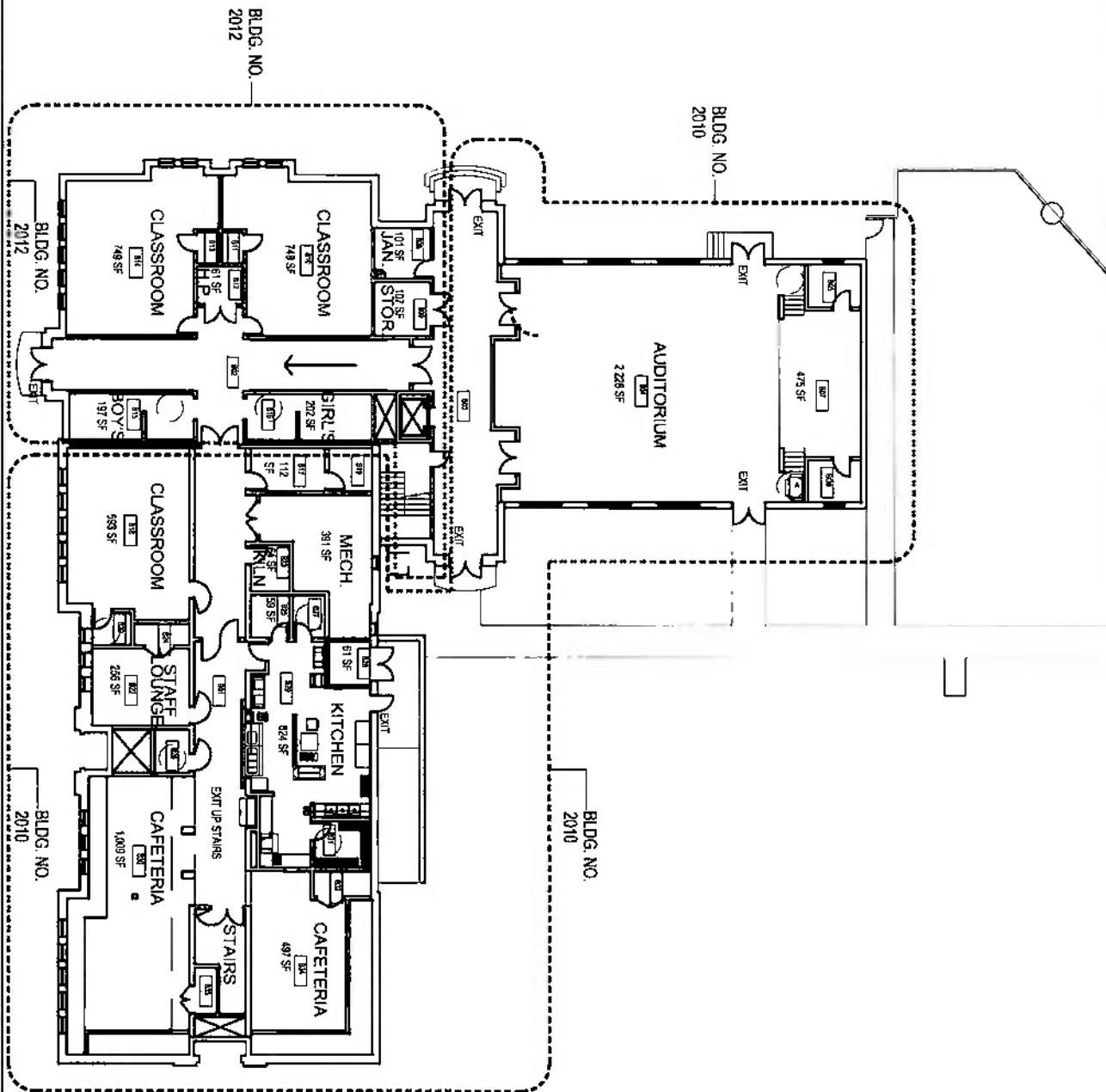


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FLOOR PLAN - BLDGS.
2010, 2011, 2012, 2013
GROSS EXTERIOR SQ. FT.: +/- 40,081 SF
YEAR BUILT:
BLDG. 2010: 1923
BLDG. 2011: 1947
BLDG. 2012: 2001
BLDG. 2013: 2005





JOB NORTH
 SCALE: 1/4" = 1'-0"
 FLOOR PLAN - BLDGS.
 2010, 2012
 GROUND FLOOR
 GROSS EXTERIOR SQ. FT.: 36,441 SF
 YEAR BUILT: BLDG. 2010: 1913
 BLDG. 2012: 2004

MJ
 DESIGN &
 CONSULTING, LLC

PO BOX 1513
 Lithonia, Georgia 30058
 678-576-2979



FACILITY INVENTORY FLOOR PLAN DRAWING for GLENWOOD ELEMENTARY

440 E. PONCE DE LEON AVENUE, DECATUR, GEORGIA 30030
 CITY SCHOOLS OF DECATUR
 DEKALB COUNTY

JOB NO.: 112014
 DATE: OCT. 4, 2012
 DRAWN BY: MAJ

SHEET NO.
 A-1



City Schools
Of Decatur

440 E. PONCE DE LEON AVENUE, DECATUR, GEORGIA 30030
CITY SCHOOLS OF DECATUR
DEKALB COUNTY

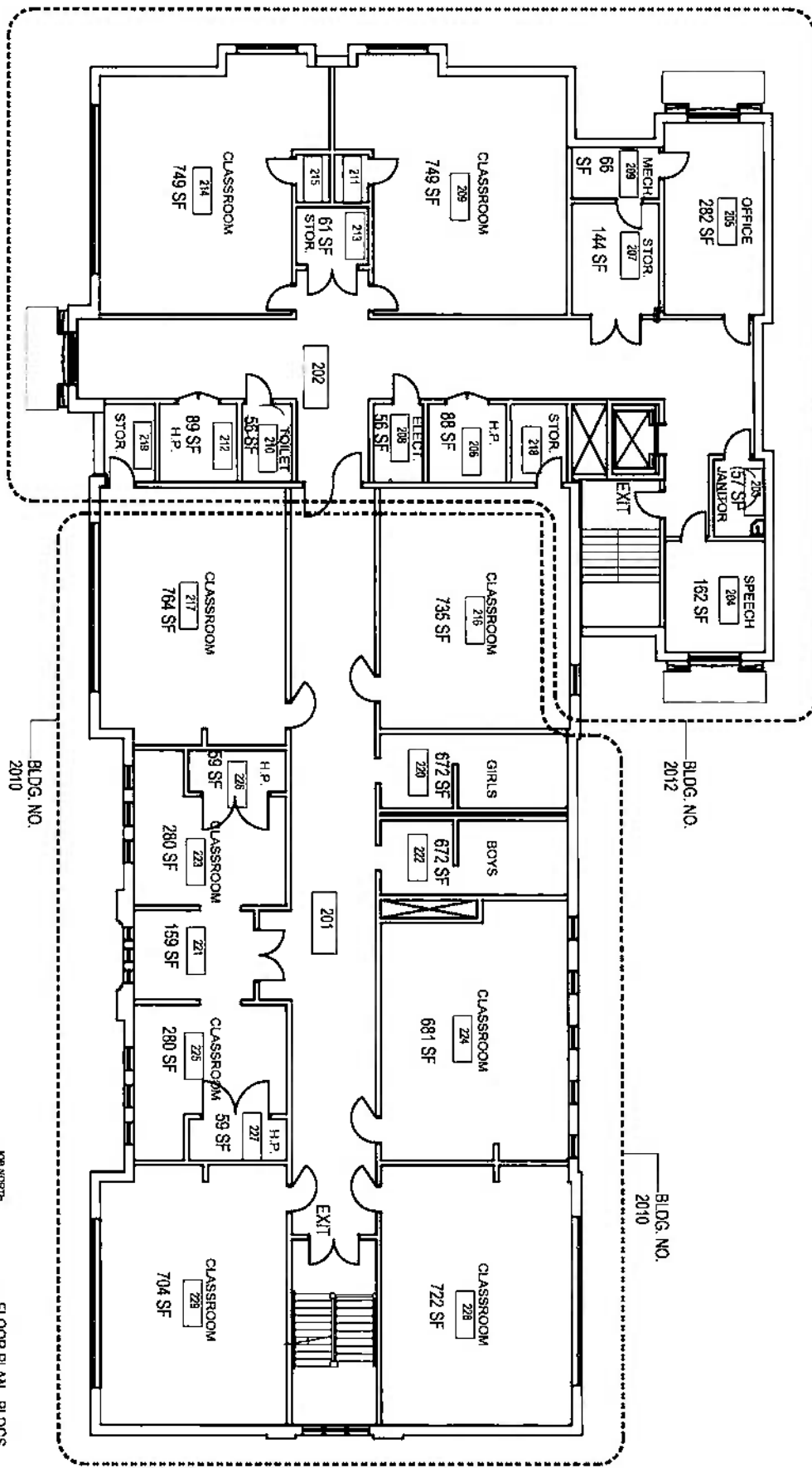
JOB NO. : 112014

SHEET NO.

DATE : OCT. 4, 2012

DRAWN BY : MAJ

A-2



JOB NORTH
 1
 2010, 2012
 FLOOR PLAN - BLDGS.
 LOWER LEVEL
 GROSS EXTERIOR SQ. FT.: 36,441 SF
 YEAR BUILT: BLDG. 2010-1913
 BLDG. 2012-2004



PO BOX 1613
 Lithonia, Georgia 30058
 678-576-2979

FACILITY INVENTORY FLOOR PLAN DRAWING
 for GLENWOOD ELEMENTARY
 440 E. PONCE DE LEON AVENUE, DECATUR, GEORGIA 30030
 CITY SCHOOLS OF DECATUR
 DEKALB COUNTY

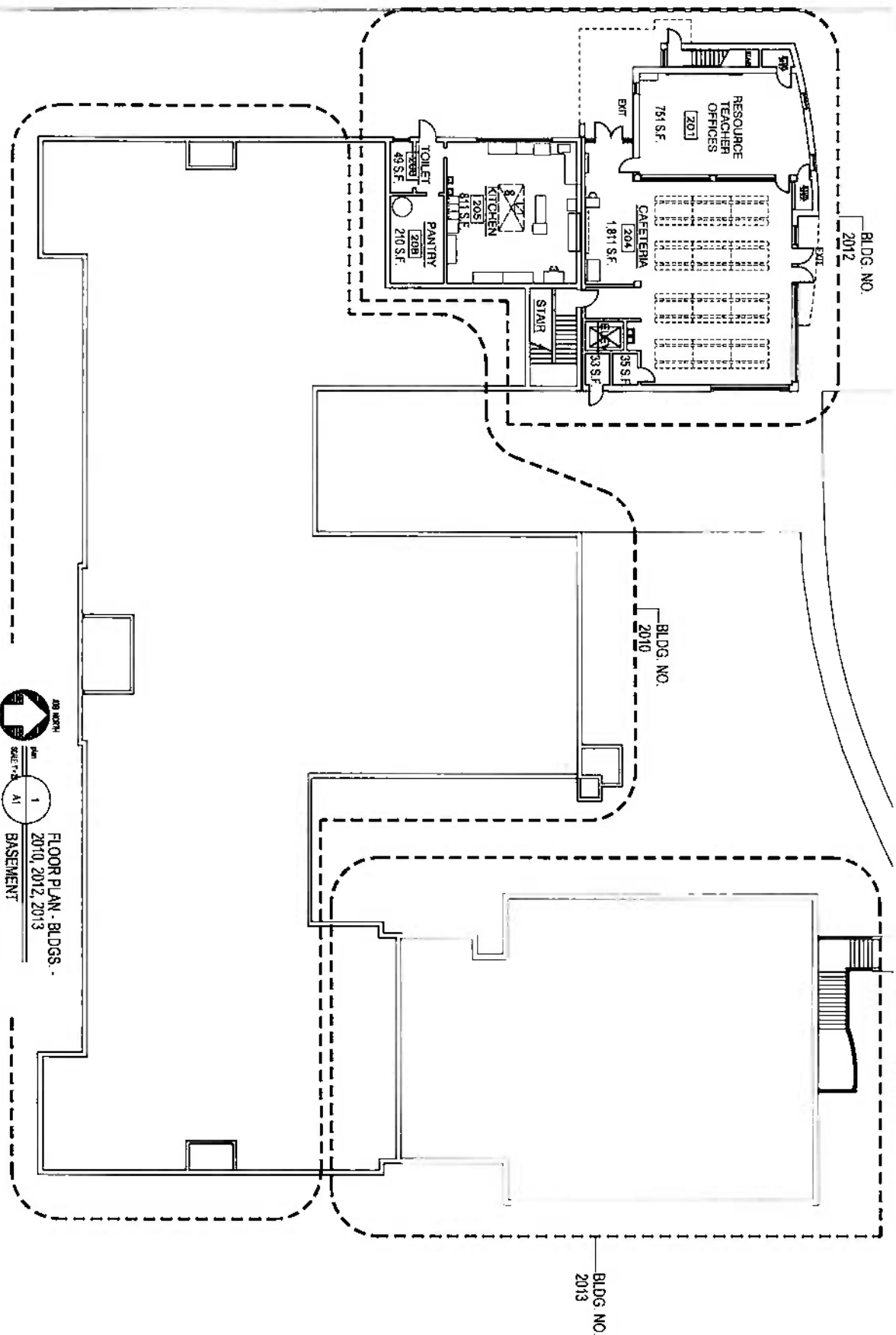


FACILITY INVENTORY FLOOR PLAN DRAWING
 for GLENWOOD ELEMENTARY
 440 E. PONCE DE LEON AVENUE, DECATUR, GEORGIA 30030
 CITY SCHOOLS OF DECATUR
 DEKALB COUNTY

JOB NO.: 112014
 DATE: OCT. 4, 2012
 DRAWN BY: MAJ

SHEET NO.
 A-3





FLOOR PLAN - BLDGS. -
 2010, 2012, 2013
 GROSS EXTERIOR SQ. FT.: 25,106 SF
 YEAR BUILT:
 BLDG. 2010: 1936
 BLDG. 2012: 2002
 BLDG. 2013: 2005



PO BOX 1613
 Lithonia, Georgia 30058
 678-576-2979



FACILITY INVENTORY FLOOR PLAN DRAWING for CLAREMONT ELEMENTARY

155 ERIE AVENUE, DECATUR, GEORGIA 30030
 CITY SCHOOLS OF DECATUR
 DEKALB COUNTY

JOB NO. : 112014

DATE : OCT.12, 2012

DRAWN BY : MAJ

SHEET NO.

A-1





EARLY CHILDHOOD LEARNING CENTER

917 S. McDONOUGH STREET, DECATUR, GEORGIA