



Department of Purchasing and Contracting

INSTRUCTIONS FOR NON-COMPETITIVE PURCHASE REQUESTS

The Competitive Bidding Process is the preferred method of purchasing good or services. A waiver of this process must be requested on a case by case basis by completing a Non-Competitive Purchase Request Form in its entirety.

The form must be signed by Department Director of the User Department and submitted to the Director of the Department of Purchasing and Contracting by attachment to the requisition in Oracle.

Justification for the waiver must be provided on the request form. Additional pages may be attached if necessary.

Non-Competitive Purchase Requisitions must have a market/price reasonableness determination.

Emergency Purchase Request

An Emergency Purchase Request is to be used when a User Department seeks goods or services due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk. The request must be completed regardless of the time of the emergency occurrence or dollar amount of the requisition, and must include an explanation as to why the emergency cannot be responded to using the competitive process. Expiration of funds, administrative delay or expiration of a contract or quote is not acceptable criteria for an Emergency Non-Competitive Purchase.

An emergency procurement is handled outside of the normal competitive process because of the urgency of the circumstances. **Poor planning or the pending expiration of funds does not constitute a valid justification for an emergency purchase.**

Sole Source Purchase Request

A Sole Source Purchase Request is to be used when a User Department seeks goods or services from the only qualified vendor or supplier that possesses the unique ability or available capacity to provide the requested goods or services. A vendor may be a sole source when the procurement involves proprietary technology, copyright, or patented information, goods or services. Additional justification for a Sole Source Purchase Request may include the requirement to match piece of existing equipment available only from the same source of original equipment or authorized dealer or an upgrade to existing software only available from the producer of the software;

A Sole Source Public Notice Form shall be posted on the County's website for five (5) business days and the results shall be attached to this Sole Source Purchase Request.



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Watershed Management
Department Contact Person: Brian D. Robinson Telephone: 404-391-8851
Email: bdrobinson@dekalbcountyga.gov

Requisition Number: _____ Suggested Supplier: Bell Restoration Service
Estimated Amount of Purchase: \$ 100,000.00
Detailed Description of the Goods or Services to be purchased: _____
Water/Sewer restoration services

Emergency (For Emergency Requests, Please check this box and answer **all** questions below.)

1. Date and Time of Emergency Occurrence: On call emergency services

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

This request is for remediation services for sewer backups and water main breaks that happens due to malfunctions in the county's aging water and sewer systems. Standing water as well as sewage is a public health risk, as it has bacteria and viruses that can be deadly to humans.

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

Please see attached e-mail

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

3. Explain the impact to the County or Public if this request is not approved.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) Reginald Wells Signature: Reginald Wells Digitally signed by Reginald Wells Date: 2021.02.05 10:56:25 -0500 Date: 02/05/2

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) Sharice Feagins-Bailey Signature: Sharice Feagins-Bailey Digitally signed by Sharice Date: 2021.02.02 12:22:22 -0500 Date: 03/02/20

Procurement Manager (Typed/Printed Name) Crystal Creekmore Signature: Crystal Creekmore Digitally signed by Crystal Date: 2021.03.04 12:49:36 -0500 Date: 03/02/20

Approved Not Approved

Signature Cathryn Horner Digitally signed by Cathryn Horner Date: 2021.03.04 13:24:30 -0500, Director, Department of Purchasing and Contracting Date: _____

(Additional information, attach pages if required):

NOTES TO THE CHIEF PROCUREMENT OFFICER

NAME OF PROJECT	Requisition 906609 for Bell Restoration Services, Inc., for water/sewer remediation services.
PURCHASING AGENT	Sharice Feagins-Bailey
USER DEPARTMENT	Department of Watershed Management (DWM)
FUNDING SOURCE	Enterprise- Fund 511
NOTES	<ol style="list-style-type: none"> 1. The request was received by DWM to incorporate additional information. 2. No quotes were provided. Invoices were received on 9/3/2020 and are still reoccurring. 3. Received additional information from DWM. Additional funding added to cover current requisitions in the amount of \$100,000.00. The amount \$45,951.29 will be applied from this request. The remaining funds in the amount of \$54,048.71 for future use. 4. Previous contract 1048832 expired on April 30, 2020. This contract has completed both options to renew. 5. Previous amount spent between January 7, 2020 to January 12, 2021 is \$265,969.56. 6. ITB 19-101164 and ITB 20-101231 were cancelled. Responses to current ITB 20-101231 are being evaluated. Should there be a recommendation for award, award anticipated by May 2021 7. Purchase orders that will be attached to this Emergency CPA listed below: <ol style="list-style-type: none"> a. 1243066 - \$1,080.00 b. 1243067 - \$9,537.66 c. 1243068 - \$10,311.90 d. 1243069 - \$25,021.73

	<p>8. I have reviewed the request and have the following comments:</p> <ul style="list-style-type: none">a. Outstanding invoices were still pending in the amount of \$44,871.29.b. Incidents continue to occur that require disaster recovery cleaning services and there is no current contract for services.c. Bell Restoration continues to provide their services with pending invoices unpaid.d. Request was received to cover these services with additional money added to cover incidents that may arise prior to award of current.e.
RECOMMENDATION	<p>My recommendation is:</p> <ul style="list-style-type: none">1. To approve the emergency request.2. Approval is needed to ensure clean-up and remediation to damaged property resulting from sewer backups and water main breaks that could possibly occur due to malfunctions in the County's aging water and sewer systems.

From: [Wells, Reginald D.](#)
To: [Lavala, Yasah R.](#); [Robinson, Brian D.](#)
Cc: [Joseph, Carver V.](#)
Subject: FW: Cleaning Services Monies Needed
Date: Wednesday, February 03, 2021 11:06:50 AM
Attachments: [image014.png](#)
[image016.png](#)
[image018.png](#)
[image020.png](#)
[image022.png](#)
[image025.png](#)
[image026.png](#)
[image027.png](#)
[image028.png](#)
[image029.png](#)
[image001.wmz](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image017.png](#)

Good morning Robinson,

FYI. Please work with Ms. Yasah to complete the requested documents. Thanks.

From: Horner, Cathryn G.
Sent: Wednesday, February 03, 2021 11:03 AM
To: Wells, Reginald D. <rdwells@dekalbcountyga.gov>
Cc: Joseph, Carver V. <cvjoseph@dekalbcountyga.gov>; Creekmore, Crystal <ccreekmore@dekalbcountyga.gov>
Subject: RE: Cleaning Services Monies Needed

Good Morning, Director Wells,

Please submit an Emergency Purchase Request for the services and we will assist.

Ms. Creekmore – Could you please have someone work with DWM to address the outstanding requisitions for invoice payment? Also, my records indicate 20-101287 has not been cancelled. Could you have Ms. Frasier provide an update?

I hope that you all have a great afternoon!

Cathryn G. Horner, CPPB

*Chief Procurement Officer
DeKalb County Department of Purchasing & Contracting
Productivity, Accountability, Customer Service, Teamwork*

1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30032
cghorner@dekalbcountyga.gov

404-371-6334
404-849-1529
DeKalbCountyGA.gov

From: Wells, Reginald D.
<rdwells@dekalbcountyga.gov>
Sent: Wednesday, February 3, 2021
10:46 AM
To: Horner, Cathryn G.
<cghorner@dekalbcountyga.gov>



Cc: Joseph, Carver V.
<cvjoseph@dekalbcountyga.gov>

Subject: FW: Cleaning Services Monies Needed
Importance: High

Good morning Ms. Horner,

FYI. Please let me know the best way to proceed to ensure the County is covered. Thanks.

From: Robinson, Brian D.
Sent: Tuesday, February 02, 2021 4:34 PM
To: Wells, Reginald D. <rdwells@dekalbcountyga.gov>
Cc: Joseph, Carver V. <cvjoseph@dekalbcountyga.gov>; Thorns, Michelle A <MAJenkins@dekalbcountyga.gov>
Subject: Cleaning Services Monies Needed
Importance: High

Good evening-

Mr. Wells I need your assistance again concerning needing more monies for our cleaning contract. Currently, we have \$44,871.29 in outstanding invoices that Procurement is holding. Additionally, we continue to have incidents that require cleaning services and we do not have a contract.

Is it possible for us to receive another \$100,000.00 for unforeseen incidents. Additionally, I would like for the \$44,871.29 be paid separately, as services have been rendered.

Lastly, we need to pay this vendor so they will continue to take our service calls, as many do not.

Thanks
BR

From: Williams, Antoinette D. <adwilliams2@dekalbcountyga.gov>
Sent: Tuesday, February 2, 2021 2:21 PM
To: Robinson, Brian D. <bdrobinson@dekalbcountyga.gov>
Cc: Arnold, Toni M. <tmarnold@dekalbcountyga.gov>
Subject: RE: form request
Importance: High

Brian,
These are the outstanding invoices for Bell Restoration.
Thanks,
Antoinette

Invoice #	Invoice Amount	Invoice Date
8179951	\$1201.82	12/15/20
8179953	\$552.09	12/15/20
8179912	\$1246.50	12/2/20
8179952	\$1391.49	12/15/20
8179620	\$2220.00	9/3/20
8179622	\$1850.00	9/3/20
8179621	\$1850.00	9/3/20
8179980	\$25021.73	12/21/20
8180005	\$5084.10	12/31/20
8180007	\$4453.56	12/29/20

From: Robinson, Brian D.

Sent: Thursday, January 28, 2021 2:25 PM

To: Williams, Antoinette D. <adwilliams2@dekalbcountyga.gov>

Cc: Arnold, Toni M. <tmarnold@dekalbcountyga.gov>

Subject: RE: form request

Thanks-

Can you give the amount of all the outstanding invoices? I also need which h are over 30 days?

BR

From: Williams, Antoinette D. <adwilliams2@dekalbcountyga.gov>

Sent: Thursday, January 28, 2021 2:23 PM

To: Robinson, Brian D. <bdrobinson@dekalbcountyga.gov>

Cc: Arnold, Toni M. <tmarnold@dekalbcountyga.gov>

Subject: FW: form request

Hello Brian,

Here's the form you requested.

Thanks,

Antoinette Williams

From: Stroman, Valencia D.

Sent: Thursday, January 28, 2021 11:24 AM

To: Williams, Antoinette D. <adwilliams2@dekalbcountyga.gov>

Subject: RE: form request

Best Regards,
Valencia D. Stroman

Fiscal Assistant

DeKalb County Department of Watershed Management

1580 Roadhaven Drive
Stone Mountain, Georgia 30083
vstroman@dekalbcountyga.gov

770-621-3530

DeKalbCountyGA.gov



From: Williams, Antoinette D. <adwilliams2@dekalbcountyga.gov>

Sent: Thursday, January 28, 2021 11:22 AM

To: Stroman, Valencia D. <vstroman@dekalbcountyga.gov>

Subject: form request

Hello Valencia,

At your earliest convenience, please forward a copy of the Emergency Purchase form to me.

Thanks,

Sincerely,

Antoinette Williams

DeKalb County Government

Department of Watershed Management (Finance Division)

Please be advised, that I am currently working remotely. You may contact me either by email or the mobile number listed below. Thank you.

770.621.7263 Office
678.614.6312 Mobile





DeKalb County
Department of Purchasing & Contracting
The Maloof Centre, Second Floor
1300 Commerce Drive
Decatur, Georgia 30030
Phone: (404)371-7051

Type	Standard Purchase Order
Order	1243066
Revision	1
Order Date	16-FEB-2021
Created By	Creekmore, Crystal
Revision Date	16-FEB-2021
Current Buyer	Creekmore, Crystal

Supplier: **BELL RESTORATION SERVICES, INC**
DBA SERVPRO OF GWINNETT
COUNTY SE & SW DBA SERVPRO OF
STONE MOUNTAIN/CLARKSTON
1569 STONE RIDGE DRIVE
STONE MOUNTAIN, GA 30083

Ship To: **Roadhaven Adm**
1580 Roadhaven Dr
Stone Mountain, GA 30083

Invoice To: **DeKalb County Finance Department**
1300 Commerce Drive
Decatur, GA 30030

Supplier No.	Payment Terms	FOB	Freight Terms	Ship Via
176094	Immediate	Destination	Prepaid & Allowed	BEST SHIPPING METHOD
Confirm To/Telephone			Requester/Deliver To	
			Arnold, Toni	

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	(BELL RESTORATION): Restoration clean up services for several resident due water/sewage damages. Invoice# 8180060.		1	Each	1080	1,080.00
1-1	Ship To: Use the ship-to address at the top of page 1 Deliver To: Arnold, Toni (1) tmarnold@dekalbcountyga.gov					
Total: 1,080.00 (USD)						

Authorized By *Cathryn S Horner*

All suppliers/vendors that do business with the DeKalb County are required to use our iSupplier Portal (ISP). In order to receive access to the portal, email a copy of a W9, Business License/Corporate registration and Conflict of Interest Form to iSupplier_support@dekalbcountyga.gov. ISP provides access to your Company's profile, payment statuses, submission of invoice(s) and solicitation responses.

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
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For assistance, contact us via phone or email: iSupplier Helpdesk (404)-371-2713 or
iSupplier_support@dekalbcountyga.gov

"INSTRUCTIONS AND CONDITIONS"

1. Acceptance of this order shall constitute acceptance of the terms and conditions upon the established effective start date. The Contract agreement together with the Supplier's written quotation and/or Sealed Bid/Request for Proposal and/or formal agreement form a binding agreement based upon the agreed terms between the parties.
2. Delivered orders are issued under terms of the numbered Contract agreement indicated on the face hereof; the supplier is required to deliver the commodities and/or services exactly and in strict accordance with the order. Substitutions of commodities and/or quantities ordered are strictly and firmly prohibited.
3. If for any reason, the supplier is unable to comply or supply in strict compliance with this order, the Department of Purchasing and Contracting is to be notified immediately of all factors involved.
4. No changes in conditions, prices, quantities or deliveries will be made without specific authorization; changes or modifications to the underlying transactions shall be in writing from the Department of Purchasing and Contracting. The Department of Purchasing & Contracting is the only authority for transactions under this order. The supplier shall not accept contrary instructions or conditions from any source other than the Department of Purchasing & Contracting. Should the supplier receive, from any other source, contrary instruction or conditions, the Department of Purchasing & Contracting should be notified immediately.
5. Supplier's invoice must describe the article and/or services exactly as shown on this order. The purchase order number must appear on the invoice, and/or delivery ticket, packing list and shipper's bill of lading related to this order, in addition to the name of the requesting department to whom delivery of goods and/or services are to be made.
6. Total price shown on this order shall include all delivery costs to the delivery point shown on the order.
7. Invoices are not paid until items and/or services on the invoice have been received, evaluated, tested and approved by the requesting department.
9. The County is exempt from Georgia Sales Tax and Federal Excise Tax. Exemption certificates will be issued upon request.
10. The County may cancel this Contract agreement at any time, in whole or in part, for the County's convenience, lack of funding or Supplier's failure to fulfill the contractual obligations in any respect.
11. The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract. Suppliers may obtain more favorable payment terms by specifying cash discount terms on the invoice as stated in their submitted sealed bids/proposals.
12. When accepted in electronic form, this Contract agreement and all related electronic documents shall be governed by the provisions of Electronic Signatures in Global and National Commerce Act (E-Sign Act).
13. This Contract agreement and all related documents are considered public record by the County and shall be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- et seq.



DeKalb County
Department of Purchasing & Contracting
The Maloof Centre, Second Floor
1300 Commerce Drive
Decatur, Georgia 30030
Phone: (404)371-7051

Type	Standard Purchase Order
Order	1243067
Revision	1
Order Date	16-FEB-2021
Created By	Creekmore, Crystal
Revision Date	16-FEB-2021
Current Buyer	Creekmore, Crystal

Supplier: **BELL RESTORATION SERVICES, INC**
DBA SERVPRO OF GWINNETT
COUNTY SE & SW DBA SERVPRO OF
STONE MOUNTAIN/CLARKSTON
1569 STONE RIDGE DRIVE
STONE MOUNTAIN, GA 30083

Ship To: **Roadhaven Adm**
1580 Roadhaven Dr
Stone Mountain, GA 30083

Invoice To: **DeKalb County Finance Department**
1300 Commerce Drive
Decatur, GA 30030

Supplier No.	Payment Terms	FOB	Freight Terms	Ship Via
176094	Immediate	Destination	Prepaid & Allowed	BEST SHIPPING METHOD
Confirm To/Telephone			Requester/Deliver To	
			Arnold, Toni	

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	(BELL RESTORATION): Restoration clean up services for several resident due water/sewage damages. Invoices 8180005, 8180007 Ship To: Use the ship-to address at the top of page 1 Deliver To: Arnold, Toni (9537.66) tmarnold@dekalbcountyga.gov	18-JAN-2021				9,537.66
Total: 9,537.66 (USD)						

Authorized By *Cathryn S Horner*

All suppliers/vendors that do business with the DeKalb County are required to use our iSupplier Portal (ISP). In order to receive access to the portal, email a copy of a W9, Business License/Corporate registration and Conflict of Interest Form to iSupplier_support@dekalbcountyga.gov. ISP provides access to your Company's profile, payment statuses, submission of invoice(s) and solicitation responses.

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
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3. If for any reason, the supplier is unable to comply or supply in strict compliance with this order, the Department of Purchasing and Contracting is to be notified immediately of all factors involved.
4. No changes in conditions, prices, quantities or deliveries will be made without specific authorization; changes or modifications to the underlying transactions shall be in writing from the Department of Purchasing and Contracting. The Department of Purchasing & Contracting is the only authority for transactions under this order. The supplier shall not accept contrary instructions or conditions from any source other than the Department of Purchasing & Contracting. Should the supplier receive, from any other source, contrary instruction or conditions, the Department of Purchasing & Contracting should be notified immediately.
5. Supplier's invoice must describe the article and/or services exactly as shown on this order. The purchase order number must appear on the invoice, and/or delivery ticket, packing list and shipper's bill of lading related to this order, in addition to the name of the requesting department to whom delivery of goods and/or services are to be made.
6. Total price shown on this order shall include all delivery costs to the delivery point shown on the order.
7. Invoices are not paid until items and/or services on the invoice have been received, evaluated, tested and approved by the requesting department.
9. The County is exempt from Georgia Sales Tax and Federal Excise Tax. Exemption certificates will be issued upon request.
10. The County may cancel this Contract agreement at any time, in whole or in part, for the County's convenience, lack of funding or Supplier's failure to fulfill the contractual obligations in any respect.
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DeKalb County
Department of Purchasing & Contracting
The Maloof Centre, Second Floor
1300 Commerce Drive
Decatur, Georgia 30030
Phone: (404)371-7051

Type	Standard Purchase Order
Order	1243068
Revision	1
Order Date	16-FEB-2021
Created By	Creekmore, Crystal
Revision Date	16-FEB-2021
Current Buyer	Creekmore, Crystal

Supplier: **BELL RESTORATION SERVICES, INC**
DBA SERVPRO OF GWINNETT
COUNTY SE & SW DBA SERVPRO OF
STONE MOUNTAIN/CLARKSTON
1569 STONE RIDGE DRIVE
STONE MOUNTAIN, GA 30083

Ship To: **Roadhaven Adm**
1580 Roadhaven Dr
Stone Mountain, GA 30083

Invoice To: **DeKalb County Finance Department**
1300 Commerce Drive
Decatur, GA 30030

Supplier No.	Payment Terms	FOB	Freight Terms	Ship Via
176094	Immediate	Destination	Prepaid & Allowed	BEST SHIPPING METHOD
Confirm To/Telephone			Requester/Deliver To	
			Arnold, Toni	

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	(BELL RESTORATION): Restoration clean up services for several resident due water/sewage damages. Invoices: 8179951, 9953, 9912, 9952, 9620, 9621, 9622.	28-DEC-2020				10,311.90
Ship To: Use the ship-to address at the top of page 1 Deliver To: Arnold, Toni (5155.95) tmarnold@dekalbcountyga.gov Deliver To: Arnold, Toni (5155.95) tmarnold@dekalbcountyga.gov						
						Total: 10,311.90 (USD)

Authorized By *Cathryn S Horner*

All suppliers/vendors that do business with the DeKalb County are required to use our iSupplier Portal

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
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(ISP). In order to receive access to the portal, email a copy of a W9, Business License/Corporate registration and Conflict of Interest Form to iSupplier_support@dekalbcountyga.gov. ISP provides access to your Company's profile, payment statuses, submission of invoice(s) and solicitation responses.

For assistance, contact us via phone or email: iSupplier Helpdesk (404)-371-2713 or iSupplier_support@dekalbcountyga.gov

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DeKalb County
Department of Purchasing & Contracting
The Maloof Centre, Second Floor
1300 Commerce Drive
Decatur, Georgia 30030
Phone: (404)371-7051

Type	Standard Purchase Order
Order	1243069
Revision	0
Order Date	16-FEB-2021
Created By	Creekmore, Crystal
Revision Date	
Current Buyer	

Supplier: **BELL RESTORATION SERVICES, INC**
DBA SERVPRO OF GWINNETT
COUNTY SE & SW DBA SERVPRO OF
STONE MOUNTAIN/CLARKSTON
1569 STONE RIDGE DRIVE
STONE MOUNTAIN, GA 30083

Ship To: **Roadhaven Adm**
1580 Roadhaven Dr
Stone Mountain, GA 30083

Invoice To: **DeKalb County Finance Department**
1300 Commerce Drive
Decatur, GA 30030

Supplier No.	Payment Terms	FOB	Freight Terms	Ship Via
176094	Immediate	Destination	Prepaid & Allowed	BEST SHIPPING METHOD
Confirm To/Telephone			Requester/Deliver To	
			Arnold, Toni	

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	(BELL RESTORATION): Restoration clean up services for several resident due water/sewage damages. Invoice# 8179980 Ship To: Use the ship-to address at the top of page 1 Deliver To: Arnold, Toni (25021.73) tmarnold@dekalbcountyga.gov	12-JAN-2021				25,021.73
Total: 25,021.73 (USD)						

Authorized By *Cathryn S Horner*

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Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
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"INSTRUCTIONS AND CONDITIONS"

1. Acceptance of this order shall constitute acceptance of the terms and conditions upon the established effective start date. The Contract agreement together with the Supplier's written quotation and/or Sealed Bid/Request for Proposal and/or formal agreement form a binding agreement based upon the agreed terms between the parties.
2. Delivered orders are issued under terms of the numbered Contract agreement indicated on the face hereof; the supplier is required to deliver the commodities and/or services exactly and in strict accordance with the order. Substitutions of commodities and/or quantities ordered are strictly and firmly prohibited.
3. If for any reason, the supplier is unable to comply or supply in strict compliance with this order, the Department of Purchasing and Contracting is to be notified immediately of all factors involved.
4. No changes in conditions, prices, quantities or deliveries will be made without specific authorization; changes or modifications to the underlying transactions shall be in writing from the Department of Purchasing and Contracting. The Department of Purchasing & Contracting is the only authority for transactions under this order. The supplier shall not accept contrary instructions or conditions from any source other than the Department of Purchasing & Contracting. Should the supplier receive, from any other source, contrary instruction or conditions, the Department of Purchasing & Contracting should be notified immediately.
5. Supplier's invoice must describe the article and/or services exactly as shown on this order. The purchase order number must appear on the invoice, and/or delivery ticket, packing list and shipper's bill of lading related to this order, in addition to the name of the requesting department to whom delivery of goods and/or services are to be made.
6. Total price shown on this order shall include all delivery costs to the delivery point shown on the order.
7. Invoices are not paid until items and/or services on the invoice have been received, evaluated, tested and approved by the requesting department.
9. The County is exempt from Georgia Sales Tax and Federal Excise Tax. Exemption certificates will be issued upon request.
10. The County may cancel this Contract agreement at any time, in whole or in part, for the County's convenience, lack of funding or Supplier's failure to fulfill the contractual obligations in any respect.
11. The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract. Suppliers may obtain more favorable payment terms by specifying cash discount terms on the invoice as stated in their submitted sealed bids/proposals.
12. When accepted in electronic form, this Contract agreement and all related electronic documents shall be governed by the provisions of Electronic Signatures in Global and National Commerce Act (E-Sign Act).
13. This Contract agreement and all related documents are considered public record by the County and shall be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- et seq.