



INVITATION NO. 16-100778



**DeKalb County  
Department of Purchasing and Contracting**

**Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030**

**October 3, 2016**

**INVITATION TO BID NO. 16-100778**

**FOR**

**46 PASSENGER PRISONER TRANSPORT BUS**

**DEKALB COUNTY, GEORGIA**

**Insert Agent Name, Tammy Shew, Phone: 404-687-2796  
Email: tgarmon@dekalbcountyga.gov**

<b>FIRM'S NAME AND ADDRESS:</b> (Street, City, State and Zip Code. Type or print):  <b>Federal Tax ID No.</b>  <b>ARE YOU A DEKALB COUNTY FIRM? Yes ___ No ___</b>	<b>TELEPHONE AND FAX NUMBERS WITH AREA CODE:</b>  Phone:  Fax:  E-mail:
<b>SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:</b>	<b>SIGNER'S NAME AND TITLE (Type of Print):</b>

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.**

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## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for a 46 Passenger Prisoner Transport Bus from responsible contractors.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued.....October 3, 2016

Pre-Bid Conference and Site Visit..... N/A

Deadline for Submission of Questions..... **5:00 P.M. ET, October 27, 2016**

Bid Opening.....**3:00 P.M. ET, November 8, 2016**

Bids Valid Until .....**Bids shall be valid for 90 days from and including the bid opening date.**

**Sealed bids are to be addressed and delivered to:**

DeKalb County Department of Purchasing and Contracting

Maloof Administration Building

1300 Commerce Drive, 2<sup>nd</sup> Floor

Decatur, Georgia 30030, not later than **3:00 P.M. ET, November 8, 2016**

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents) stamped “Original” and **two sealed identical copies** stamped “Copy” of the bid package to the address listed above.

#### 2. CONTACT PERSON:

The contact person for this bid is Tammy Shew, Procurement Agent. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at 404-687-2796 or via email at tgarmon@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

#### 3. QUESTIONS:

**All requests must be in writing.** Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of

the contract will not be binding. **No responses to requests, answers to specification questions, or additional information shall be supplied after “5:00 p.m. on October 27, 2016”**

4. **ADDITIONAL INFORMATION/ADDENDA:**

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, [http://www.dekalbcountyga.gov/purchasing/pc\\_index\\_formal\\_solicitations.html](http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html). Bidder should regularly check the County's website for addenda.

## INVITATION TO BID PROCEDURES

### A. BIDDER INFORMATION:

1. FAILURE TO RETURN ALL PAGES OF THIS INVITATION TO BID MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.
2. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting 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 in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
3. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders 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.
4. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
5. If any supplies, materials, and equipment are provided to the County 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 the County will be deemed to have breached the contract, and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
6. 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 service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
7. Bid Withdrawal  
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.
8. Expenses of Preparing Responses to this ITB  
The County accepts no responsibility for any expenses incurred by the Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

9. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

10. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

11. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>
- b. It is mandatory that the LSBE Information forms be completed and submitted with Bidder's response.
- c. For further details regarding the DeKalb County Local Small Business Enterprise Ordinance, contact LSBE Program at [pcadmin-ops@dekalbcountyga.gov](mailto:pcadmin-ops@dekalbcountyga.gov) or (404) 371-7051.

12. First Source Jobs Information

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.

For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Workforce Development at [www.dekalbworkforce.org](http://www.dekalbworkforce.org) or 404-687-3400.

13. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

14. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

15. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

16. Business License

Please provide a copy a valid company business license with your bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

**B. BID SUBMITTAL:**

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.

3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB#16-100778 for 46 Passenger Prisoner Transport Bus"** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

**C. CONTRACT AWARD:**

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.

**GENERAL TERMS AND CONDITIONS**

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Contractor's accepted Response; and the County's ITB.
- B. The Contractor's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.

**C. DELIVERY:**

- 1. Delivery of services or goods will commence within 150 calendar day upon request.

Bidder state agreement:                      Yes \_\_\_\_\_                      No \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cellular Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alternate delivery time may be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

\_\_\_\_\_

\_\_\_\_\_

- 2. All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 A.M. and 2:30 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order number and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

**D. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:**

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

**E. FOREIGN PRODUCTS:**

DeKalb County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that items offered on this bid is/are manufactured and produced in the United States.

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", state the exact location of plant or facility where items will be produced:

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**F. SAMPLES & TESTING:**

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

**G. LITERATURE:**

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

**H. SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

**I. WARRANTY AND/OR GUARANTY:**

The bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.**

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A. Bidder will indicate below items included in the STANDARD WARRANTY:

<u>ITEM</u>	<u>TIME</u>	<u>MILES</u>
1. Engine	_____	_____
2. Transmission	_____	_____
3. Brake System	_____	_____
4. Frame & Steering	_____	_____
5. Cab & Chassis	_____	_____
6. Axle & Suspension	_____	_____
7. Cooling System	_____	_____
8. Exhaust System	_____	_____
9. Lighting & Electrical Systems	_____	_____
10. Wheels & Tires	_____	_____
11. Other (Bidder State):	_____	_____

B. Bidder will indicate below items included in the EXTENDED WARRANTY:

<u>ITEM</u>	<u>TIME</u>	<u>MILES</u>	<u>COST, IF APPLICABLE</u>
1. Engine	_____	_____	_____
2. Transmission	_____	_____	_____
3. Brake System	_____	_____	_____
4. Frame & Steering	_____	_____	_____
5. Cab & Chassis	_____	_____	_____
6. Axle & Suspension	_____	_____	_____
7. Cooling System	_____	_____	_____
8. Exhaust System	_____	_____	_____
9. Lighting & Electrical Systems	_____	_____	_____
10. Wheels & Tires	_____	_____	_____
11. Other (Bidder State):	_____	_____	_____

C. Bidder will indicate below any Extended Warranty beyond that listed above:

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D. **NOTE:** Any omission of items in the above listings does not, in any way, relieve the bidder of any requirements in these Standard or Extended Warranties.

**J. PRICING:**

1. Alterations to the Bid Schedule may result in the Bidder being deemed non-responsive and his bid may be rejected.
2. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**K. PAYMENT:**

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

2. Invoice(s) must be submitted as follows:
  - a. A copy of the original invoice(s) must be submitted to the department requesting services.
 

Fleet Maintenance  
Administrative Division  
5350 Memorial Drive  
Stone Mountain, GA 30083
3. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

- L. Bidder is required to insert in the spaces provided on the "Minimum Technical Specifications" sheet(s) appropriate and specific detail describing the technically related information identified with the unit(s) bidder proposes to furnish. State if equipment meets requirements; if not state exact difference (or if not available). Attach additional pages if required, with clear references to pages, sections, and requirement numbers.

- M. If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation to Bid, bidder shall include in the bid a clear description of such proposed modifications and clearly mark any descriptive material to show the proposed modifications.

N. Robert Gordon, Interim Director, of Fleet Management Division, DeKalb County Public Works Department, or his delegated representative, is the designated and authorized agent for performing the supervision, acceptance of work detail, and other operational features for DeKalb County.

O. **POSSIBLE FUTURE PURCHASES:** In the event DeKalb County determines to purchase additional vehicles, bidder shall indicate below if the County may purchase these units at the same price, terms, and conditions stated in this bid:

Yes \_\_\_\_\_

No \_\_\_\_\_

If "Yes," state below date to which such an option could be exercised: \_\_\_\_\_

**P. OWNERSHIP OF DOCUMENTS:**

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

**Q. RIGHT TO AUDIT:**

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

**R. SUCCESSORS AND ASSIGNS:**

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

**S. REVIEWS AND ACCEPTANCE:**

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

**T. TERMINATION OF AGREEMENT:**

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**U. INDEMNIFICATION AGREEMENT:**

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any

Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

#### V. INSURANCE:

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
  - a. Certificates must cover:
    - i. Statutory Workers Compensation
      - (1) Employer's liability insurance by accident, each accident \$1,000,000
      - (2) Employer's liability insurance by disease, policy limit \$1,000,000
      - (3) Employer's liability insurance by disease, each employee \$1,000,000
    - ii. Business Auto Liability Insurance with a minimum \$500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).

## iii. Commercial General Liability Insurance

- (1) Each Occurrence - \$1,000,000
  - (2) Fire Damage - \$250,000
  - (3) Medical Expense - \$10,000
  - (4) Personal & Advertising Injury - \$1,000,000
  - (5) General Aggregate - \$2,000,000
  - (6) Products & Completed Operations - \$1,500,000
  - (7) Contractual Liability where applicable
- b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products- completed operations), or form(s) providing equivalent coverage.
  - c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
  - d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
  - e. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.
  - f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
  - g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
  - h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
  - i. Certificates to contain the location and operations to which the insurance applies.
  - j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.

k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.

l. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia  
Director of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2nd Floor  
Decatur, Georgia 30030

m. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

**W. GEORGIA LAWS GOVERN:**

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

**X. VENUE:**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

**Y. COUNTY REPRESENTATIVE:**

The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

**Z. CONTRACTOR'S STATUS:**

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The

Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

**AA. SOLE AGREEMENT:**

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

**BB. SEVERABILITY:**

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

**CC. NOTICES:**

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Procurement Officer  
 Department of Purchasing and Contracting  
 Maloof Administration Building  
 1300 Commerce Drive, 2<sup>nd</sup> Floor  
 Decatur, Georgia 30030

**If to the Contractor:** Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

**DD. GEORGIA OPEN RECORDS ACT:**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

**MINIMUM TECHNICAL SPECIFICATIONS FOR PRISONER TRANSPORT,  
46 PASSENGER TRANSFER BUS INSTALLED AND READY TO OPERATE**

Vehicle must comply with Federal and State laws and regulations as applicable on date of delivery concerning automotive equipment and conditions and will be complete with standard equipment and all extra equipment as specified. It will be responsibility of the bidder to see that the body and equipment bid are compatible with cab and chassis. Bidder will fill in the following information as applicable to vehicle offered.

**MINIMUM REQUIREMENTS:**

**BIDDER STATE  
YES/NO**

**I. BUS CHASSIS**

**A. Engine:**

- 1. Shall have a Cummins ISL-9 Turbo Diesel 300 HP/860 torque that meets 2013 emission requirements without the use of credits

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**B. Air Intake:**

- 1. Located at rear of bus, right-hand, above mid-point of rear window

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**C. Exhaust:**

- 1. Primary exhaust to include diesel particulate filter (DPF), selective catalyst reduction (SCR), decomposition reactor tube assembly, diesel exhaust fluid (DEF) 15 gallon tank, heated DEF lines, coolant supply and return lines, coolant control valve, DEF supply module, DEF dosing control unit, and NOx sensor. DEF TANK TO BE FULL AT DELIVERY.

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**D. Transmission:**

- 1. Shall have an Allison 3000 PTS Transmission with push button shifter with auxiliary cooler, externally mounted separate from radiator.

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**E. Brake Systems:**

- 1. Air brakes 16.5" x 6", front; 16.5" x 8.62" rear to include dust shields and Meritor automatic slack adjusters.
- 2. Air tanks: Total capacity of not less than 5650 cubic inches.
- 3. Air compressor: Minimum 18.7 CFM, Wabco
- 4. Air dryer: Bendix AD-IP
- 5. Anti-lock (ABS) air brakes to include electronic control unit remote mounted to facilitate service.
- 6. Emergency parking: 30 square inches spring parking brake system with treadle valve modulation. To include instrument panel mounted valve for parking.

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**F. Fuel system:**

- 1. 100 gallon fuel tank located between the frame rails mid-mount. Must have spring-loaded and locking door, right-hand fill. Sender inspection through floor access panel.
- 2. RACOR or equivalent primary fuel filter and water separator rated at 90 GPH with 30 micron filter, see-through bowl, and self-venting drain, 200w heater.
- 3. Secondary fuel filter is a spin-on type mounted on the Cummins engine.
- 4. Fuel pump mounted on primary fuel filter / water separator when applicable

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**G. Horn:**

- 1. Dual electric mounted exterior underneath front.

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**BIDDER STATE**  
**YES/NO**

**MINIMUM REQUIREMENTS:**

**H. Batteries:**

- 1. Two (2) 8D batteries, 12v/225 amp, 2600 cold cranking amps.
- 2. Battery compartment should have roll-out tray with two (2) retaining pins with cables to secure the tray in the locked position.
- 3. Battery disconnect switch located in battery box.

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**I. Alternator:**

- 1. 320 amp minimum

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**J. Gauges:**

- 1. Tachometer
- 2. Engine hour meter
- 3. Clock
- 4. Dual air pressure
- 5. Transmission temperature
- 6. Volt meter
- 7. Coolant temperature
- 8. DEF level
- 9. Fuel level gauge

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**K. Dash:**

- 1. Must have a back-lit rocker switches and a covered 12v accessory outlet for phone or other chargers.

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**L. Driver Controls:**

- 1. Electronic throttle
- 2. High idle switch
- 3. Air brake parking brake valve
- 4. Dimmer switch
- 5. Self-canceling turn signals
- 6. Hazard switch
- 7. Dome light switches
- 8. Heater switches
- 9. Dash rheostat switch
- 10. Cruise control
- 11. Exterior light controls
- 12. Key type starter switch (all buses keyed alike)

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**M. Axles and Suspensions:**

- 1. Front axle, minimum 14,600 lb capacity with petroleum lubricant for the wheel bearings to include hubcap with clear window for inspection.
- 2. Front suspension, 4" x 56" single stage, heavy duty, 3 leaf, rated at 6,600 each at the ground
- 3. Rear axle, minimum 23,000 lb capacity with 5.38 ratio.
- 4. Rear suspension, 3" x 52", semi-elliptic, progressive variable rate 14-leaf rated at 11,500 each at the ground. To include maintenance free bushed radius leaf to permit axle adjustment for dog tracking.

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**N. Mud Flaps:**

- 1. Full length, front and rear flaps

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**BIDDER STATE  
YES/NO**

**MINIMUM REQUIREMENTS:**

**O. Wheels:**

- 1. Hub piloted, 10-stud, 8.25 x 22.5, single front, dual rear
- 2. Polished Aluminum Wheels

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**P. Tires:**

- 1. Goodyear, 12R x 22.5, LRH – 16 Ply Tires, G661 HSA

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**Q. Steering:**

- 1. Tilt and telescoping steering wheel.
- 2. Column to include: horn, turn signal, flasher signal, cruise control, headlamp hi-beam selector

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**R. Bumpers:**

- 1. Front: 3/16" steel plate, 12" high with 90 degree flanges top and bottom. To include step holes for cleaning windshield.
- 2. Rear; 3/16" steel plate, 12" high with 14" wrap around the corners.
- 3. Bumpers to be painted black

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**S. Driveline:**

- 1. Spicer SPL 140 Series to accommodate engine torque of 880 ft lbs. To include protective guard around shaft with "lube for life" components.

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**T. Frame:**

- 1. Dual C channel, 9.63" high with 3" flanges, 1/4" thick, 50,000 psi steel
- 2. Insert (liner across rear suspension); dual C channel, 9/16" high with 2.75" flanges, 1/4" thickness, 50,000 psi steel
- 3. Sub-frame; dual C channel, 50,000 psi steel
- 4. All permanent fixtures on frame are attached with high-tensile strength "Huck-Spin" fasteners with swaged lock nuts

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**U. Tow Hooks:**

- 1. Front and rear tow hooks.

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**V. Radio:**

- 1. AM/FM/PA with eight (8) speakers (armored with ShurGard)
- 2. Exterior speaker under driver's area

**II. BUS BODY SPECIFICATION**

**A. Engine Compartment:**

- 1. Door, located at rear of bus, with two (2) gas lift-assist cylinders. An access panel located in the rear davenport is provided for service from inside the bus, if needed. In addition, hinged doors on right and left side, for access to radiator/charge air cooler on right side and other engine components on left side.

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**B. Engine Compartment Controls:**

- 1. Remote engine start switch, compartment light switch.

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**BIDDER STATE  
YES/NO**

**MINIMUM REQUIREMENTS:**

**C. Cooling System:**

- 1. Charge air and cross-flow radiator in tandem located on RH rear side of the vehicle (curb side). System to include 20" diameter, 9 blade fan mounted to electronically temperature controlled viscous fan clutch

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**D. Emergency Equipment: (located in driver's area)**

- 1. First aid kit
- 2. Body fluid clean up kit
- 3. Fire Extinguisher, 5 lb. dry
- 4. Triangular warning reflectors

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**E. Access Panels:**

- 1. Electrical panel, exterior below driver's window for access to body electrical junction, terminals and fuses.
- 2. Left and right front, hinged doors to provide service access to other front end components (air intake screen, windshield washer reservoir, power steering reservoir and wiper motors).

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**F. Wipers:**

- 1. Intermittent wipers with single switch.
- 2. Wet arm wiper blades, minimum 26" in length

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**G. Heaters:**

- 1. 90,000 btu front heater/defroster.
- 2. 12,000 btu auxiliary driver's heater
- 3. 50,000 btu underseat heater located in passenger compartment in front 1/3 of bus, left side (armored with ShurGard)
- 4. 50,000 btu underseat heater located in passenger compartment in the rear 1/3 of the bus, left side (armored with ShurGard)
- 5. Heater system to include booster pump mounted in engine compartment.
- 6. All heater hoses to include constant torque clamps at all joints

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**H. Insulation:**

- 1. Side front and rear including bow cavities to include 1.5" fiberglass
- 2. Roof to include 2" polyester insulation

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**I. Back-Up Alarm:**

- 1. Variable decibel, 87-112, automatically adjusted.

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**J. Windows:**

- 1. Side, 12" split sash (armored with ShurGard)
- 2. Four (4) emergency exit pushout windows. Two (2) in front guard area. Two (2) in secured area. (armored with ShurGard with hinges)
- 3. All windows to have window stops set at a maximum opening of 5"
- 4. Rear emergency window located over engine compartment door
- 5. Side windows that are covered by ShurGard should be tinted.

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**BIDDER STATE  
YES/NO**

**MINIMUM REQUIREMENTS:**

**K. Security Partitions, Interior:**

- 1. Front behind side mounted guard seat. Constructed with ShurGard and to include double sliding doors with hasp. Partitions and doors to be covered with 1/4" clear mar-resistant polycarbonate shield. Entrance into secure area to include slightly elevated foot ramp to transition over the floor track for the split sliding doors.
- 2. There should be a second security partition installed behind the first row of prisoner seating. This partition should be the same spec as above without the 1/4" polycarbonate shield.
- 3. Rear behind rear seats mounted to the top edge of the davenport area (top of engine compartment) to ceiling. Constructed with ShurGard and to include split doors that open inward and away from the rear emergency window. Hasp to be located on rearward side of the split doors.

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**L. Security Covers:**

- 1. ShurGard armored over A/C ducts in secure area, over dome lights, heaters, and speakers.

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**M. Guard Seat:**

- 1. Two (2) 19" wide, located in first section behind entrance door and driver's Seat, each to be aisle facing. To include retractable lap seat belts.
- 2. Lockable shotgun rack mounted next each guard seat.

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**N. Driver's Seat:**

- 1. "National" air ride seat with RH arm rest.
- 2. Cloth upholstery, charcoal, dark gray or black.
- 3. Seat belt with shoulder harness with adjustable tether

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**O. Passenger Seats:**

- 1. Dark Gray or Black Freedman Fiberglass Citiseat. One seat per passenger to accommodate 46 passengers.

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**P. Bows and Headroom:**

- 1. One piece roof bows, 14 gauge minimum, to run from floor line to floor line. Minimum 77" headroom front to rear.
- 2. Interior headliner to be perforated acoustical throughout the bus.

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**Q. Floor:**

- 1. BB Marine Grade plywood, minimum 5/8" secured with screws through the steel body floor.
- 2. Rubber floor covering, black, smooth under seats with a ribbed rubber aisle.
- 3. Aluminum aisle trim to cover the floor joints full length of body.

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**R. Paint:**

- 1. Heat cured polyurethane.
- 2. Top 1/3 of vehicle to be painted Black, Center 1/3 of vehicle to be painted white and bottom 1/3 of vehicle to be painted black. Paint plan must be submitted for pre-approval before unit goes into production.
- 3. Decals to supplied and installed by Speed Graphics in Stone Mountain, Ga.

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**BIDDER STATE  
YES/NO**

**MINIMUM REQUIREMENTS:**

**S. Luggage Compartments:**

- 1. Pass through, under floor luggage with a minimum of 122 cubic feet of storage.
- 2. Compartment to have two (2) doors per side with locking latches.

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**T. Stanchion Rails:**

- 1. Padded stanchion adjacent to the entrance (stepwell) to include lower modesty panel and handrail.
- 2. Padded stanchion behind driver's seat.

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**U. Exterior Mirrors:**

- 1. Side driver's mirrors to be split design with remote control for top and bottom mirrors.
- 2. Cross view mirrors to be located on the front cowl area, both sides.
- 3. Mirrors to be heated with 15 minute timer.

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**V. Interior Mirror:**

- 1. 6" x 30" clear mirror with integrated rear back-up camera display

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**W. Exterior Lights:**

- 1. All exterior lights shall be LED
- 2. Back up lights, minimum 7"
- 3. Rear stop and tail to be red, minimum 7"
- 4. Turn signals, front and rear, minimum 7"
- 5. Boarding light, minimum 4" to be located adjacent to entrance door and to operate in conjunction with the stepwell light so as to come on when the front door is open.
- 6. Additional side body turn signals, front AND rear both sides
- 7. Flashing blue lights to be Whelan LED – Four (4) Blue 9"x7" LED flashing lights in the front and rear roof caps (two [2] front and two [2] rear). Lights to flash alternately and be controlled by a switch in the driver's compartment
- 8. Whelan UHF2150A Headlight Flasher to enable headlights to wig-wag when warning lights flash
- 9. Master Control Switch mounted in driver's compartment
- 10. Two (2) 3 x 7 Whelan LED Flashing BLUE lights on front of bus near floor line.
- 11. Twenty (20) 3 x 7 Whelan LED Flashing BLUE lights on mounted on the side of bus ten (10) each side. Staggered light pattern above and below windows.
- 12. Two (2) 3 x 7 Whelan LED Flashing BLUE lights on Rear of bus near floor line.

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**X. Interior Lights:**

- 1. Dual rows of dome lights. Switches to accommodate the following:
  - a. Rear two (2) rows on a switch
  - b. Right side on a switch
  - c. Left Side on a switch
- 2. Two (2) additional dome light over drivers area operated by independent switch.

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**BIDDER STATE  
YES/NO**

**MINIMUM REQUIREMENTS:**

- Y. Entrance Door:
  - 1. Outward opening, air operated with emergency release valve over the door. Ball bearing suspended with top and bottom pivot points (no full length piano style hinges on door leafs). \_\_\_\_\_
  - 2. Entrance door to have security lock keyed the same as all body access panels, fuel tank door, and luggage compartment doors. \_\_\_\_\_
  
- Z. Stepwell:
  - 1. Straight (not angled) 3-step, stainless steel. Pebble top rubber studded treads with white nosing. \_\_\_\_\_
  - 2. Skid plate under stepwell for added low clearance protection. \_\_\_\_\_
  
- AA. Interior Fans:
  - 1. Two (2) auxiliary 6" fans operated by independent switches. Each fan to be 2-speed. One located over drivers area and one in upper front headed at center of windshield. \_\_\_\_\_
  
- BB. Rust Proofing – Under Coating:
  - 1. Body parts thoroughly rusted proofed after fabrication and before assembly. \_\_\_\_\_
  - 2. Underside of body floor, skirt and wheelhousing thoroughly undercoated prior to body being mounted on the chassis. \_\_\_\_\_
  
- CC. Side Panels:
  - 1. 16-gauge smooth steel and skit to extend to the bottom of the luggage compartment doors. Four (4) rub-rails each side in the following areas: \_\_\_\_\_
  - 2. Below window line \_\_\_\_\_
  - 3. At seat line \_\_\_\_\_
  - 4. At floor line \_\_\_\_\_
  - 5. Bottom of side panel skirt \_\_\_\_\_
  
- DD. Windshield:
  - 1. Two piece curved, with shaded band \_\_\_\_\_
  
- EE. Wiring:
  - 1. Color and number coded body wiring in molding on top of side windows for access to harness without removal of windows. \_\_\_\_\_
  - 2. Body wiring protected by fuses located in easy access exterior wire terminal junction under the driver's window. \_\_\_\_\_
  
- FF. Air Conditioning:
  - 1. Heavy duty, Thermo King BE-550/SA-800, 135,000 btu, Free Blow System. \_\_\_\_\_
  - 2. Front evaporator to be mounted in the front upper bulkhead so as to not extend into the entrance / driver area and be a head obstruction. \_\_\_\_\_
  - 3. Rear evaporator to be mounted over the rear emergency window and behind the rear partition over the engine davenport area \_\_\_\_\_
  
- GG. Security Monitoring System:
  - 1. Four (4) camera system with two (2) video monitors, DVR, and event marker. \_\_\_\_\_
  - 2. One (1) camera to be mounted securely in front section of the bus looking aft and one (1) camera to be mounted securely in the rear of the bus looking fore. \_\_\_\_\_

**BIDDER STATE  
YES/NO**

**MINIMUM REQUIREMENTS:**

- 3. Each video monitor to be located above each Guard Seat so each Guard can a clear view of the monitor. \_\_\_\_\_
- 4. A DVR provided to record activity. \_\_\_\_\_
- 5. System to include an "event marker" so the driver or guard can pin point events on the bus to reduce the amount of play back time needed in order to view specific incidents. \_\_\_\_\_
- 6. An SD Card Reader to be provided for each bus ordered. \_\_\_\_\_

**HH.Fenders:**

- 1. Black rubber fenders around front and rear wheel housings \_\_\_\_\_

**II. Bidder fill in below the brand name, model or identification number and year model of cab and chassis offered in bid.**

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(Brand Name and Model or Identification Number)

\_\_\_\_\_

(Year Model)

**III. Warranty:**

- A. Warranty coverage of 5 years – 100,000 miles/5,000 meter hours (minimum) must be provided. \_\_\_\_\_
- B. Warranty shall cover all internal and external engine components. Including emission components, water pump, injectors, turbo, valves, rocker arms, pistons, piston rings, bearings, seals, gaskets, cams, crank shafts, sensors, engine control module, oil pump, oil coolers, thermostat and fuel lines. \_\_\_\_\_

**IV. The bidder shall have in place at time of bid a fully staffed service and parts facility within 30 miles of 5350 Memorial Dr., Stone Mountain, GA 30083.** \_\_\_\_\_

**V. Parts**

- A. Availability Parts must be readily available in the Atlanta area for a minimum of ten years following purchase. \_\_\_\_\_
- B. Parts Stock Vendor must have a minimum of 80% of wear parts in stock. \_\_\_\_\_
- C. Parts Delivery Vendor must guarantee delivery within 48 hours for all non-stock parts. \_\_\_\_\_

**VI. Manuals: The successful Bidder is to include the following manuals in binders with the order. Online manuals and CD's will be accepted. Bidder will be responsible for all subscriptions, updates, registrations, renewals and fees associated with online manuals for the active life of the units.** \_\_\_\_\_

- A. Factory Shop Repair Manuals, including specific manuals for each major component, i.e., Cab, Chassis, Body, Engine, Transmission and Rear Axle. Furnish only 2 manuals for each item number bid (not per unit). \_\_\_\_\_
- B. Factory Shop Parts Manual - for the Cab, Chassis, Body, Engine, Transmission. Furnish only 2 manuals for each item number bid (not per unit). \_\_\_\_\_
- C. Operator's Manual and Warranty Booklet – one (1) per vehicle; plus three (3) additional for item number bid, (not per vehicle). \_\_\_\_\_

**BIDDER STATE**  
**YES/NO**

**MINIMUM REQUIREMENTS:**

- VII. Software: The successful Bidder is to include all software required to diagnose, troubleshoot, repair and program the Engine, Transmission, Chassis, Body and Brake system. Bidder will be responsible for all subscriptions, updates, registrations, renewals and any fees associated with the software for the active life of the units.
  
- VIII. Training: The successful Bidder is to provide the following training and training materials.
  - A. Minimum two (2) hours of operational training for four (4) employee operators.
  - B. Minimum twenty-four (24) hours of maintenance and repair training for three (3) technicians on the unit to be completed at the manufacturer's assembly plant.

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<b>BID SCHEDULE</b>					
<b>ITEM NO.</b>	<b>COMMODITIES OR SERVICES</b>	<b>NUMBER OF UNITS</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
1.	46 Passenger Prisoner Transfer Bus complete and ready to operate, per minimum specifications and notes below.	2	EACH	\$ _____	\$ _____
<b><u>NOTES TO SUPPLIER:</u></b>					
<p><b><u>NOTE 1:</u></b> Title Application and Manufacturer's Statement of Origin to be made out to:</p> <p>DeKalb County Georgia            1300 Commerce Drive            Decatur, GA30030</p>					

**BID ACKNOWLEDGEMENT FORM**

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to 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 my entire bid.

\_\_\_\_\_  
Name of Business Entity Submitting Bid

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Business Entity Street Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Business Entity City, State and Zip Code

\_\_\_\_\_  
Contact Person's Phone Number

\_\_\_\_\_  
Business Entity County

\_\_\_\_\_  
Contact Person's E-mail Address

- Bidder acknowledges addendum(s): No. 1\_\_\_\_, No. 2\_\_\_\_, No. 3\_\_\_\_ (If Applicable)
- Bidder acknowledges that this bid is valid for 90 days from and including the bid opening date. \_\_\_\_\_(Initial)
- Bidder acknowledges that bid meets or exceeds minimum specifications. Any deviation from minimum specifications must be explained, in detail, by bidder as to how the bid does not meet the exact specifications. \_\_\_\_\_(Initial)
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
  - No revisions \_\_\_\_\_(Initial)
  - There are revisions and they are included with the bid submittal \_\_\_\_\_(Initial)

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.

**THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

**ATTACHMENT A**

**REQUIRED DOCUMENTS CHECKLIST**

Bidder shall complete and submit the following documents with their bid:

<b>Bid Page No.</b>	<b>Title</b>	<b>Check This Box If Included With Bid</b>
30	Bid Acknowledgement Form*	
31	Required Documents Checklist	
32	Contractor Reference and Release Form, if applicable*	
33	Subcontractor Reference and Release Form, if applicable**	
35	Contractor Affidavit*	
36	Subcontractor Affidavit, if applicable**	
37-45	LSBE - Exhibits A and/or B of Attachment G*	

**\*If these mandatory forms are not completed and submitted with the bid, the bidder may be deemed non-responsive.**

**\*\*These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, may result in the bidder being deemed non-responsive.**

I, the undersigned, acknowledge that I have included the requested documents as listed above.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**ATTACHMENT B**

**CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this ITB.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Bidder)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT C**

**SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this ITB.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Bidder)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D****CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:**

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions:<sup>1</sup>
  - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

<sup>1</sup> O.C.G.A. § 13-10-91, as amended

**ATTACHMENT E**

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating 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]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Bidder's Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\* do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

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

**ATTACHMENT F**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating 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]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.]

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Bidder's Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\* do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT G**

**LSBE INFORMATION  
WITH EXHIBITS A – C**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE OPPORTUNITY  
TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

**PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE**

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list compiled by the Contract Compliance Division, Purchasing and Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit B." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as "Exhibit C".

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE-Dekalb or MSA, and list the level of participation by subcontractors designated as such on each solicitation.

**EXHIBIT A**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIME BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: 16-100778

TITLE OF UNIT OF WORK – “46 Passenger Prisoner Transport Bus”

My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):

LSBE-DeKalb     LSBE-MSA

1. If you are a Certified LSBE-DeKalb or MSA, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly:  
\_\_\_\_\_.

2. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm.  
\_\_\_\_\_  
\_\_\_\_\_

3. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

**EXHIBIT A, CONT'D**

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D****DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of LSBEs in general circulation media and trade association publications at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
2.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication with Contract Compliance seeking assistance in identifying available LSBEs. Provide Contract Compliance representative name and title.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents. Provide subcontractor information as requested by forms provided by Contract Compliance.
8.			Other Actions (specify):

**EXHIBIT A, CONT'D**

Please explain all "no" answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Felton Williams, Special Projects Manager at 404-371-6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department is available on our website at <http://www.dekalbcountyga.gov/>

**EXHIBIT A, CONT'D****DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION  
OPPORTUNITY TRACKING FORM****Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

**2. Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in

**EXHIBIT A, CONT'D**

Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer: \_\_\_\_\_  
(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT B**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
PROVIDING MATERIALS OR SERVICES**

**Instructions:**

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

**From:** \_\_\_\_\_  LSBE -DeKalb  LSBE -MSA  
(Name of Subcontractor Firm) (Check all that apply)

**ITB Number:** 16-100778

**Project Name:** "46 Passenger Prisoner Transfer Bus"

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award	Estimated Dollar Amount

**Prime Contractor**  
**Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Sub-contractor**  
**Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

EXHIBIT C

FORM 719, Rev 10 16 15

**PRIME CONTRACTOR LSBE UTILIZATION REPORT**

Please complete a separate form for each contract, all information must be filled in or form will be returned to you. This report must be submitted with each request for payment, & not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application). Failure to comply may result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, & denial of participation in any future contracts awarded by DeKalb County



<b>PRIME CONTRACTOR</b>		<b>Contract Award Amount</b>	<b>% Complete to Date</b>
Name:			
Address:			
Telephone #:	Fax#:	Email:	

<b>REPORTING PERIOD:</b> (From - To)	
<b>ITB/RFP NUMBER:</b>	
<b>CONTRACT NUMBER:</b>	
<b>PROJECT NAME &amp; LOCATION:</b>	

AMOUNT OF REQUESTION THIS PERIOD: \$ \_\_\_\_\_  
 ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUESTIONED TO DATE: \$ \_\_\_\_\_

**SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)**

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name) Date: \_\_\_\_\_

Completed Form by email: [admin-ops@dekalbcountyga.gov](mailto:admin-ops@dekalbcountyga.gov)  
 DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 7<sup>th</sup> Floor, Decatur, Georgia 30030  
 404-371-7051 (phone)



**LSBE SUB-CONTRACTOR UTILIZATION REPORT**

Please complete a separate form for each contract, all information must be filled in or form will be returned to you.

This report must be submitted by the 10<sup>th</sup> of each month, along with a copy of your monthly invoice and copies of any checks/payments received from the Prime Contractor associated with their contract. Failure to comply may result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

<b>SUB - CONTRACTOR</b>		Sub-Contract Award Amount	% Complete to Date
Name:			
Address:			
Telephone #:	Fax#:	Email:	

<b>PRIME CONTRACTOR:</b>
<b>ITB/RFP NUMBER:</b>
<b>CONTRACT NUMBER:</b>
<b>PROJECT NAME &amp; LOCATION:</b>

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$ \_\_\_\_\_

Reporting Period (From - To)	Description of Work	Current Amount Invoiced	Amount Paid This Period	Amount Paid to Date
<b>TOTALS</b>				

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name) Date: \_\_\_\_\_

Return Completed Form by email: [pradmin-ops@dekalbcountyga.gov](mailto:pradmin-ops@dekalbcountyga.gov)  
 DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 2<sup>nd</sup> Floor, Decatur, Georgia 30030  
 404-371-7051 (phone)



**ATTACHMENT I**

**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

Contract No. \_\_\_\_\_

**The DeKalb County First Source Ordinance** requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an *Employment Roster* and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

**CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_

**Please return this form to DeKalb Workforce Development, fax (404) 687-4099 or email to [FirstSourceJobs@dekalbcountyga.gov](mailto:FirstSourceJobs@dekalbcountyga.gov).**

*DeKalb Workforce Development* □ 774 Jordan Lane, Building #4, Decatur, GA 30033 □ (404) 687-3400 □ [www.dekalbworkforce.org](http://www.dekalbworkforce.org)  
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

ATTACHMENT J**BUSINESS SERVICE REQUEST FORM**

Please note: Please complete one form for each position that you have available.

DATE: \_\_\_\_\_ FEDERAL TAX ID: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_ CONTACT FAX: \_\_\_\_\_

CONTACT E-MAIL ADDRESS: \_\_\_\_\_

Are you a private employment agency or staffing agency?  YES  NO

**JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)**

POSITION TITLE: \_\_\_\_\_

NUMBER OF POSITIONS AVAILABLE: \_\_\_\_\_ TARGET START DATE: \_\_\_\_\_

WEEKLY WORK HOURS: 20-30 hours  30-40 hours  Other

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM  TEMP  TEMP-TO-PERM  SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES  NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT  DRUG  MVR  BACKGROUND  OTHER \_\_\_\_\_

Please return form to:

Business Relations Unit (First Source)

774 Jordan Lane Bldg. #4

Decatur, Ga. 30033

Phone: (404) 687-3400

FirstSourceJobs@dekalbcountyga.gov