DeKalb County
Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

June 27, 2016

INVITATION TO BID NO. 16-100742

FOR

CONVENTIONAL TRUCK CAB AND CHASSIS, CNG ENGINE DRIVEN WITH A TRUCK MOUNTED LUGGER HOIST

DEKALB COUNTY, GEORGIA

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

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

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 Conventional Truck Cab and Chassis, CNG Engine Driven with a Truck Mounted Lugger Hoist from responsible contractors.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued.....June 27, 2016

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

Deadline for Submission of Questions..... **5:00 P.M. ET, July 21, 2016**

Bid Opening.....**3:00 P.M. ET, July 28, 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, 2nd Floor
Decatur, Georgia 30030, not later than **3:00 P.M. ET, July 28, 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 July 21, 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. 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. <u>Bid Withdrawal</u>
   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. <u>Expenses of Preparing Responses to this ITB</u>
   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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). 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 Special Projects at 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 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#16-100742 for Conventional Truck & Chassis, CNG Engine Driven with a Truck Mounted Lugger Hoist"** 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:

_____

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.

_____.

_____.

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

ITEM	TIME	MILES
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:

ITEM	TIME	MILES	COST, IF APPLICABLE
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:

_____

_____

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 <u>must</u> 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

   b. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

      Special Projects
      DeKalb County Department of Purchasing & Contracting
      Maloof Administration Building
      1300 Commerce Drive, 2nd Floor
      Decatur, Georgia 30030

3. The County's official <u>payment terms are Net 30</u>. 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: _____

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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 whose 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, 2nd 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 CONVENTIONAL TRUCK CAB AND CHASSIS CNG ENGINE DRIVEN WITH A TRUCK MOUNTED LUGGER HOIST, COMPLETE AND READY TO OPERATE

The entire unit completely assembled and ready for operation shall be the responsibility of the bidder. Vehicle and body must comply with Federal and State Motor Vehicle Safety Standards Laws and Regulations (FMVSS), including D.O.T., 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 the responsibility of the bidder to see that the body and equipment bid are compatible with cab and chassis. Bidder will provide anticipated delivery date. Bidder will LEGIBLY fill in the following information as applicable to vehicle and body offered. (Indicate "Comply" or "Exception" and with the exceptions indicate what is to be furnished.)

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
I. CAB AND CHASSIS:	
The cab and chassis shall be a factory built, regular production, 2016 or newer year model compliant with all safety and emission requirements for the model year, including EPA compliance. The chassis provider shall maintain an established service facility within a 20 mile radius of the Warren Road facility. Mobile diagnostic service shall be available from the chassis provider. The chassis manufacturer shall have demonstrated experience in the manufacturing and support of trucks fueled by compressed natural gas including the fuel storage system.	_____
A. Weight Ratings and Dimensions:	
1. The Gross Vehicle Weight Rating (GVWR) shall be a minimum of 66,000 pounds.	_____
2. Wheelbase – Truck manufacturer to provide correct Wheelbase for body supplied, providing shortest wheelbase possible based on the cab to trunnion measurement (CT) recommended by the truck body manufacturer. Wheelbase is -_____.	_____
3. Body manufacturer shall provide the correct "effective" cab to trunnion (CT) length to truck manufacturer. Cab to trunnion length is - _____.	_____
4. Body manufacturer to supply correct After Frame (AF) requirements to truck manufacturer. The AF must extend the full length of body to properly support the refuse body. After Frame Length is _____.	_____
B. CNG Cummins Westport Engine or Equal:	_____
1. Engine shall be, new, factory built, dedicated, natural gas engine, installed on the assembly line and certified to be EPA 2016 compliant. Supplier must provide a U.S. Environmental Protection Certificate of Conformity.	_____
2. 6-cylinder, natural gas fueled, spark ignited, 11.9 Liter minimum displacement, 400 minimum HP @ 1800 RPM, 1450 minimum Lb-Ft peak Torque @ 1,100 RPM and a maximum governed speed of 2200 RPM.	_____
3. State Make and Model of Engine.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
a. Provide vehicle performance report such as SCAAN to show that the vehicle is properly geared to maintain 56 mph on a 1.0% grade, 23 mph on a 6% grade, and has a minimum launch gradeability of 28% with a GVW of 66,000 lbs.	_____
b. Engine must be certified to be of correct size to handle automatic transmission of make and model bid upon. Engine, transmission, torque converter and drive train ratio must be certified not to be wrong combination as to cause heat problems in engine or transmission and capable of providing the GVWR as specified.	_____
c. Road speed at full GVWR to be set at 60 MPH.	_____
4. Magnetic drain plugs on oil pan.	_____
5. OEM engine idle control should shut down engine after 5 minutes of idling.	_____
6. Engine equipment to include heavy-duty air cleaner, replaceable cartridge such as Donaldson PowerCore, or equivalent. An air filter restriction indicator warning light shall be provided on the dashboard to indicate if the air filter should be serviced.	_____
7. Engine shutdown system – Engine guard system for: engine – low oil pressure, high water temperature or coolant loss. System to be factory installed and integral to Instrument Control Unit. Warning alarm to include both an audible alert and warning light. Separate transmission oil temperature light.	_____
8. Warranty coverage of 5 yr-100,000 miles/5000 meter hours must be provided.	_____
9. 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, cranks shafts, sensors, engine control module, oil pump, oil coolers, thermostat, and fuel lines.	_____
C. CNG Design Criteria	
1. The system inclusive of all structural and plumbing components shall be designed as per NFPA 52-2006 edition. All high pressure stainless steel fuel lines to be 3/8" outside diameter x .049" wall thickness.	_____
2. CNG Fuel System – Factory Installed McNeilus Ngen CNG System	
a. 76 Diesel Gallon Equivalent (DGE) Gross Capacity Fuel System with two (2) 38 DGE tanks – one (1) tank mounted on each frame rail	_____
3. Fuel gauge will be dash mounted and driven by a transducer located on the high pressure side of the fuel system.	_____
4. The system shall have two NGV-1 fill receptacles rated at 3,600 psi (OPW LB-36 fill valves or equal); one fill receptacle shall be located in the fuel management module and the other to be placed at an agreed location. Curbside on frame rail.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
5. The truck manufacturer shall have a dedicated CNG fueling station at their manufacturing facility.	_____
6. State number of CNG refuse trucks manufactured in 2013, 2014 and 2015.	_____
7. The CNG tanks are to be installed at the truck OEM's Facility by the OEM.	_____
8. The CNG Tanks must be fueled at the truck OEM facility.	_____
9. The truck must be route ready and available for inspection upon completion at the OEM facility.	_____
D. Cooling System:	
1. Radiator frontal area, 1330 square inches, or largest cooling system offered as optional equipment by the manufacturer. State size.	_____
2. Cummins Fleetgaurd ES Extended Life Coolant designed for use with the engine.	_____
3. Gates "Blue Stripe" Coolant hoses or equivalent with constant tension hose clamps.	_____
4. Fan Clutch Horton 2 speed. Drivemaster or Equivalent.	_____
5. Pressure Fill Anti-Freeze System	_____
E. Electrical System:	
1. Starter – Delco 12V 38MT or Equal.	_____
2. Alternator – Delco 275 amp or Equal.	_____
3. Batteries – Odyssey Brand: Four 12-volt maintenance free, group 31 with 0-degree cold cranking amps totaling 1850, all mounted on the left side.	_____
4. Wiring – all wiring from circuit breaker box along frame rail shall be coded to differentiate from air lines.	_____
5. Body Light Wiring Connection Information shall be readily available online from the body manufacturer.	_____
6. Provide solid state automatic protection specifically designed for use with a multiplex electrical system for all circuits.	_____
7. Provide a factory installed Multiplex electrical system with a separate power distribution module to protect the chassis wiring from any malfunctions of the body wiring such as the turn signals, stop lights, etc. Available locations to be back of cab or end of frame. Truck manufacturer to supply both sides of connector plug to allow a "plug and play" sealed connection.	_____
8. Battery Disconnect – Factory installed, positive load disconnect with cab mounted control switch mounted outboard of the driver's seat.	_____
F. Transmission:	
1. Automatic: Allison 4500 Rugged Duty Series, 6 speed close ratio transmission optimized and approved for use with the compressed natural gas engine. Factory filled with TranSynd or equal fluid.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
2. High transmission oil temperature gauge. Engine warning / shutdown to activate in case of high transmission oil temperature	_____
3. Provide a transmission interface connector. Provide both sides of the connector for a water tight "plug and play" interface.	_____
4. Heavy-duty transmission oil cooler made for extra cooling operation.	_____
5. Electronic Fluid Level Check.	_____
6. Transmission Prognostics shall be enabled.	_____
7. Transmissions push button shift pad mounted on dash.	_____
G. Frame:	
1. Heat-treated steel frame 120KSI with ¼ inch full inside channel with resisting bending movement of 3,500,000 inch pounds per rail and full length section modules of 29.84 per rail or equal. RBM is - _____.	_____
2. Frame rail length to be determined by body manufacturer.	_____
3. Outside of frame rails behind the cab to be clear of all items.	_____
H. Air Brake System:	
1. Full air brakes with 18.7 CFM compressor and reserve air tank.	_____
2. Front brakes to be Meritor 16.5 x 6 inch Q+ Shoes with (Abex 685FF linings or equal) and Meritor automatic slack adjusters and dust shields.	_____
3. Rear brakes to be Meritor 16.5 x 7 inch Q+ Shoes with (Abex 685FF linings or equal) and Meritor automatic slack adjusters and dust shields.	_____
4. Brake system to incorporate an anti-compounding valve.	_____
5. Drums to be out board heavy duty/premium Gunite or equal.	_____
6. Haldex Long Stroke Heavy Duty Lifeseal spring parking brake chambers on both drive axles with orange alert.	_____
7. Air tank capacity to be sized by chassis manufacturer for refuse application with multiple stops.	_____
8. BW AD-IS (DRM) brake line air dryer with shield, heater and integral reservoir or equal.	_____
9. Air dryer should be mounted under the left hand frame rail, back of cab.	_____
I. Front Axle:	
1. Set back location, 20,000 pounds minimum capacity. Meritor MFS-20 or equivalent. Provide documentation for calculated wall to wall and curb to curb turning radius. Documentation must include wheelbase and tire size as calculated along with +/- margin of error.	_____
2. LMS Heavy Duty steel front hubs.	_____
J. Rear Axle:	
1. Meritor RT-46-164E with positive lubrication using synthetic 70w90 lubricant or equal.	_____
2. 46,000 lb capacity.	_____
3. Responsibility of bidder to select best axle ratio for refuse application. Provide appropriate documentation such as ISCAN to show Launch	

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
Gradeability, Low Speed Gradeability, and Maximum speed on Grade from 0 to 10% with automatic transmission.	_____
4. State ratio for engine, transmission and tires provided.	_____
5. Axle Housing wall thickness at spring seat shall be 0.63" or greater.	_____
6. Spicer extended lube serviceable driveline with large diameter shaft such as SPL250XL and half round yokes for easy serviceability or equal.	_____
7. Driver controlled full locking traction differentials – both rear axles. Buzzer and blinking lamp when traction differentials are engaged. Differentials will automatically disengage at speeds above 5 mph.	_____
8. Magnetic drain plugs.	_____
K. Rear Suspension:	
1. High articulation, maintenance free, vocational 46,000 lb capacity suspension designed specifically to be used in on/off road refuse applications such as the Hendrickson HN Series. The suspension shall be designed for uniform wheel loading during articulation to maintain a uniform load over each wheel without binding or resistance to help prevent spinout.	_____
2. Torque rods to be triangulated on both rear axles.	_____
L. Front Suspension:	
1. 20,000 lb taperleaf front suspension.	_____
2. Heavy-duty Shock Absorbers.	_____
M. Steering (as specified below or acceptable equal):	
1. THP-60 Power Steering with right hand ram.	_____
2. Right Hand Ram.	_____
3. Tilt / Telescoping Steering Column.	_____
4. 4 Quart Power Steering Reservoir.	_____
5. Air to Oil Power Steering Cooler.	_____
6. Calculated Wall-to-Wall turning radius – Provide calculation documentation.	_____
7. Calculated Curb-to-Curb turning radius – Provide calculation documentation.	_____
8. Decal on tank stating "Filter Part number" and type of fluid.	_____
N. Cab (as specified below or acceptable equal):	
1. All Aluminum conventional cab with BBC not to exceed 123 inches.	_____
2. Cab to have rear air suspension system.	_____
3. National 96 driver's seat with seat belts and air ride or equal. Seat material should be vinyl, and color should be either black or gray.	_____
4. National 96 passenger's seat with seat belts and air ride or equal. Seat material should be vinyl, and color should be either black or gray.	_____
5. Seatbelts – Fluorescent in yellow or orange, if available,	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
6. Door opening to be a minimum of 20 inches between from door edge to doorpost.	_____
7. Entrance steps aligned with the cab door openings with entrance assist handles. Long grab handle right hand side mounted to the side of cab exhaust. Left hand exterior grab handled mounted on the side of the cab.	_____
8. Stirrup steps with gripping tread on bottom of fuel and hydraulic tanks and 18 inches above the ground.	_____
9. Interior trim to be light gray with floor covered with rubber mats. Cab floor in front of driver's seat to be continuous – flat or elevating.	_____
10. Air Conditioning, factory installed.	_____
11. Cab insulated from noise, heat and cold on all cab surfaces except window glass.	_____
12. Oversize glass areas for maximum visibility.	_____
13. High visibility, short nose, low profile, fiberglass tile hood.	_____
14. Provide an AM/FM/WB radio.	_____
O. Tires, Rims and Wheels:	
1. Rear wheels, heavy duty steel disc, 22.5 inch x 9 inch, 10-stud hub piloted, to handle 7,250 lbs. Capacity radials, Eight (8) each. Accuride Part Number 29300.	_____
2. Front wheels, heavy duty steel disc, 22.5 inch x 9 inch, 10-stud hub piloted, with 5.25 inches inset, to handle 10,000 lbs. capacity radials, two (2) each. Accuride Part Number 29039.	_____
3. Front tires to be GOODYEAR G289 WHA DURASEAL 315/80R22.5 20 PLY RADIAL FRONT TIRES two (2) each, or equivalent designed specifically for waste haul applications and self-sealing for punctures up to ¼"in the tread area.	_____
4. Rear tires to be GOODYEAR G289 WHA DURASEAL 315/80R22.5 20 PLY RADIAL REAR TIRES eight (8) each, or equivalent designed specifically for waste haul applications and self-sealing for punctures up to ¼"in the tread area.	_____
P. Miscellaneous:	
1. Rear vision mirrors, dual aero type, 7" x 13" with 6" x 7" convex.	_____
2. Hood mounted mirrors on driver and passenger side.	_____
3. Full width heavy-duty ¼ inch steel plate OEM front bumper, contoured to cab and painted gray.	_____
4. Federal safety package, including 9 lb. Fire extinguisher – ABC rechargeable, and triangle-flare kit, secured in heavy bracket in cab.	_____
5. Tow pin center front and integral to frame.	_____
6. Mud flaps rear of front fenders and behind rear tires.	_____
7. Engine to be equipped with oil pressure, water temperature and transmission temperature gauges, mounted in dash in full view of driver. Provide individual red warning lights in cab.	_____
8. Solid state or LED turn signals and flasher system.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
9. Self-canceling turn signal – column mounted; should include headlight dimmer switch and intermittent wiper control.	
10. Exhaust vertical type with full shielded muffler and rain cap or angular configuration to prevent water entry.	_____
11. Paint cab White with two part (primer with hardener) Epoxy Primer and Acrylic Urethane paint. Color code I.D. plate under hood or on doorpost. State paint code, which must match body paint code.	_____
12. Paint Chassis Black with two part (primer with hardener) Epoxy Primer and Acrylic Urethane paint.	_____
13. Single air horn.	_____
14. Factory installed self-adjusting 87db to 112 db backup alarm.	_____
15. The Hydraulic System is activated through the Multiplex electrical system. The Chassis and Body manufacturers will share information so as to set up the Multiplex system to be plug and play at time of body installation.	_____
16. This system is intended for vehicles with automatic transmissions. Vehicles having direct drive transmission are not considered appropriate due to the problems of control during the shifting sequence.	_____
17. Auxiliary 12 volt power supply plug mounted in dash on driver side.	_____
18. Provide 4 sets of keys.	_____

Q. Bidder will fill in below the name of manufacturer, brand name, model or identification number and year model of item(s) offered in bid.

_____
(Brand Name and Model or Identification Number)

_____
(Year Model)

II. MULTIPLEX WIRING FEATURES

A. Wiring	All body installer equipment is to run through the chassis multiplex system. No switches are to be hung from the bottom of dash and no holes are to be drilled into dash for lights or switches. No holes drilled into the firewall or through cab walls, except for the flashing arrow controls.	_____
B. Cab:		
1. Wipers and headlights	Headlights to come on when wipers are turned on	_____
2. Parking brake not set	Horn or buzzer that sounds if driver opens driver side door without engaging parking brake.	_____

MINIMUM REQUIREMENTS		BIDDER STATE Yes/No
C. Body:		
1. AC PTO "On" switch		
2. PTO Indicator	Wired into chassis furnished switches	_____
3. Warning lights	PTO is to be wired to transmission mode button in such a way as to light chassis PTO warning light	_____
4. Warning lights shutoff	Amber LED flashing lights to be wired to chassis furnished switches Amber LED flashing lights to be triggered so that they do not operate above a vehicle speed of 35 MPH.	_____ _____
5. Pre-trip light inspection	Capabilities of a single person to check all lights with a single pass around the truck: headlights hi/low, right and left front turn, hazard, side markers, side turn, right and left rear turn, stop, tail, hazard, back up.	_____
6. Computer Programming	Body supplier shall employ a minimum of 2 technicians trained in computer programming of body and equipment accessories through the multiplex wiring system and have computers and programs available for service or changes desired by county.	_____
7. Work light switch	The successful bidder is to include all software required to diagnose, troubleshoot, repair and program the engine, transmission, chassis, body and ABS 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. Use an OEM switch which operates only in neutral.	_____ _____

III. Truck Mounted Lugger Hoist

A. Operational

1. The container hoist unit must be a truck mounted, hydraulically operated mechanism for the loading, transporting and dumping of detachable containers ranging from 6 to 30 cubic yards. _____
2. It should have a minimum gross lifting capacity of 60,000 lbs.. _____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
3. It shall consist of two (2) boom assemblies, with pivot points located at the rear of a flatbed above subframe for proper weight distribution.	_____
4. It shall also have two (2) hydraulically actuated jackleg stabilizers to provide support during the loading and unloading operations.	_____
5. Two (2) contact cylinders mounted in center of boom arms for contact of container for dumping operations.	_____
6. The hoist should be designed so that the front wheels of the chassis upon which it is mounted will not leave the ground during container pick-up or container unloading operations.	_____
7. The sub frame body should not be required to be tilted, lifted, or otherwise displaced from the chassis in order to dump the load.	_____
8. The unit must be able to have proper weight distribution to front axle.	_____
9. The load Lugger dump body shall be capable of handling all Containers presently in operation. Exact dimensions, weights and other specifications of the containers can be requested from the party.	_____
10. The truck shall be capable of one-man operation and capable of travel on all types of roadbeds ranging from smooth pavement to rutted bumpy pavement.	_____
11. The vehicle will be exposed to the most severe service, operated year round in repeated stop and go operation. The vehicle must be capable of sixteen (16) hours of continuous operation without suffering damage.	_____
B. Body Construction	
1. The sub frame should be of all welded construction with two (2) 206"x 10" Structural Steel members and three (3) 10" cross members.	_____
2. Side box sections four (4) should be made of one piece 1/2" Plate Steel, reinforcement spacing (11") plates between side box sections.	_____
3. Front sides must be made for reinforcements with steel plate in order to hold the counter balance stress load.	_____
4. The floor plate will be made of 5/16" thickness plate steel.	_____
5. The deck will have one solid piece with two 45 degree angles properly spaced to cover sub frame and chassis frame ending up in a 90 degree angled plate.	_____
6. The unit must have a 3"x4"x1/4" angle cab protector mounted at the very front of unit reinforced through bed of hoist attached to 10" structural steel members.	_____
C. Cab Protector	
1. A cab protector shall be fabricated and installed to the forward portion of the Lugger body immediately behind truck cab. It shall be mounted onto the forward portion of the lugger body.	_____
2. It should be fabricated from 3"x4"x1/4" angle cab protector mounted at the very front of unit reinforced through bed of hoist.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
D. Boom Arms	
1. The boom arms should consist of two all welded arms made out of 3/8" box section with 1/2" x 6" cross sections.	_____
2. Arms should be 120" long.	_____
3. Pivot points collars should be solid tubing. Cap screws will not be acceptable.	_____
4. The bottom of the arm should be held together by two (2) solid 3" load pins mounted above the load deck for proper weight distribution.	_____
5. The arms should have one (1) 3" stub cross shaft and two (2) 4" x 6" solid steel saddle blocks from which four (4) 1/2" lift chains should be suspended. Each chain should have two 5/8" hammerlocks.	_____
6. Two (2) Front chains should have two positions lift key plates.	_____
7. Rear two (2) should be 5/8" Double holed dump keys should be held for dumping by two (2) contact cylinders located above lift lugs of containers.	_____
8. Containers must rotate 12" above bed for proper dumping ratio. "J" hooks will not be acceptable.	_____
E. Boom Cylinders	
1. The Lugger shall have two (2) all welded double acting lifts cylinder. The cylinder shaft should be a minimum of 3 1/2" bore of 10 1/2" O.D. x 9 3/4" I.D 3/12" minimum.	_____
2. The rod end of the cylinder should be all welded front plate with a brass-packing gland holding the packing, Brass ring and molythane seal in place.	_____
3. The end of the cylinder shaft should be a crosshead. Crosshead should have a drop pins. Threaded rod end will not be acceptable.	_____
F. Stabilizers	
1. Hydraulically operated stabilizing jacklegs capable of stabilizing an entire hauling unit with a load of 50,000 lbs.	_____
2. Jacklegs stabilizers actuated by 4" I.D cylinder barrel with 3" solid welded rods.	_____
3. The jackleg stabilizers should be designed to be ground seeking and should be mounted on the rear most outrigger extensions of the lugger body side plates.	_____
4. One jackleg shall be mounted on either side of the lugger body. These are to be operated vertically during the working stroke. The jacklegs are to be deployed to stabilize and support the truck during the container loading/unloading operations	_____
5. The unit shall be equipped by two rear mounted jackleg cylinders. These stabilizers should be housed in protected jackleg housing, able to be easily removed and replaced with the utilization of only common tools.	_____
6. The lids for the housing should be reset in order to protect from bending	_____
7. Jackleg cylinder should be stationary at all times. Oscillating outriggers will not be acceptable.	_____
8. Outrigger shafts should have a 9" x 5/8" round jackleg pad.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
G. Contact Cylinders	
1. Dumping is to be accomplished using center mounted contact cylinders mounted in the boom arms.	_____
2. Cylinders contact container using 3" pin, dump keys, and the container itself, thereby creating three (3) contact points on each side of the container.	_____
H. Hydraulic Power System	
1. Hydraulic Power System - The hydraulic power system shall be operated by a transmission driven direct mounted 38 gpm shaft gear pump system	_____
2. The unit should be equipped with a three spool, four-way control valve with a system main relief setting at 2500 psi mounted inside the front floor panel of the unit which will provide easy access for servicing.	_____
a. All valve fittings should be JIC with o-rings were possible with operating pressure of 3000 psi.	_____
3. The hydraulic power system shall be equipped with an electric over hydraulic operated power takeoff engagement. All gears shall be enclosed for oil bath lubrication. The power takeoff system shall be easily accessible for repairs.	_____
4. The hydraulic power system shall provide adequate hydraulic fluid to perform all necessary functions on a continuous duty basis without overheating.	_____
5. Field tests on the completed units should be performed to insure compliance with the above requirements.	_____
6. Operator Control Station	_____
a. One (1) operator control station should be mounted in a suitable location between the driver and passenger seats within the cab. No hydraulic lines are permitted inside the cab.	_____
b. The in cab air controls should be accessible to the operator while sitting in a normal driving position.	_____
7. Control levers should be furnished in an orderly manner with approved permanent function plates attached to each lever.	_____
8. Hydraulic Oil Reservoir	
a. The hydraulic tank shall be self-bleeding reservoir mounted on chassis frame.	_____
b. A dust-tight gauge shall be provided for measuring tank oil level.	_____
c. The hydraulic tank and all orifices shall be protected from waste overflows from the containers (i.e. - via a hinged plate/cover).	_____
d. The tank should have no less than a 35-gallon capacity to operate efficiently, dissipate the heat, and be appropriately baffled.	_____
e. Tank vent shall be of dust-tight construction.	_____
f. The completed tank should be air tested at not less than 5 PSI gauge pressure.	_____
g. The reservoir shall have a magnetic drain plug at the bottom and shall be provided with means to isolate the suction and return sides of the tank (i.e. - via ball type shut-off or check valves)	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
9. Hydraulic Oil Filter	
a. An approved replaceable cartridge oil filter shall be provided in the return lines.	_____
b. The filter should be capable of filtering to 10 microns or finer.	_____
c. The filter should be provided with a 15 psi minimum bypass to which a condition indicator shall be connected.	_____
d. Miscellaneous - Pressure gauge connections shall be provided at the pressure relief valves for maintenance and test purposes.	_____
I. Controls	
1. The Unit should be controlled from inside the cab of the unit for safety reasons. The value will be operated by a control box cable system with spring back to neutral.	_____
J. Lights and Mounting	
1. Unit shall have an all-weather sealed light harness.	_____
2. All lights should be L.E.D. All lights should be hidden from destruction but visible to meet all federal and DOT regulations.	_____
3. Unit should have 5/8" minimum tie down rods in far most front of body two (2) per side ½ x 4 plate bolted to chassis frame and welded to body sub frame. Rear of Body welded solid to rear most ends of chassis.	_____
4. Mounting should include a power take-off unit with cab mounted actuated hydraulic system and red light indicator, cab mounted Morse type Cable Controls (with 43 series heavy duty type cables or equal) for the complete operation of the hoisting unit shall include hydraulics system complete operational.	_____
K. Paint	
1. The entire body shall be properly cleaned of all dirt, grease, and weld slag. Cleaning shall be in keeping with accepted industry practices.	_____
2. Painted with one full coat of primer and one full coat of the finish paint specified by the owner. Unit is to be painted to meet the specification	_____
IV. Performance	
A. Lift Operation	
1. Shall be capable of level lifting symmetrical sludge containers ranging in size from 6 to 30 cubic yards in one continuous uninterrupted level motion after the four (4) lifting chain key plates are connected to the container in one minute under full control of the operator from his position in the cab of the truck without outside assistance.	_____
B. Transporting	
1. The hoist shall be designed so that when it is mounted on the haul unit, between 15% and 20% of container and payload weight is shifted to the front steering axle.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
2. Center of gravity must be a minimum of 77 ½" from rear chassis frame and 36" in front of center tandem.	_____
3. When the container is Neutral the transport position, it should be held in safe position by four chains and by the container dump pins.	_____
C. Dumping	
1. The hoisting unit should be capable of tilting a loaded container to an angle of not less than 125 degrees from the top of the truck frame.	_____
2. Dumping of the container should be achieved through utilization of the boom arm mounted contact cylinders; the hydraulically actuated contact cylinder must be located above lift lugs on container when dumping to give proper dumping ratio of 12" from container floor to bed of hoist. "J" Hooks will not be acceptable.	_____
3. Operator will be positioned in the cab of the truck.	_____
4. This unit shall be capable of handling all standard type lugger containers ranging in size from 6 to 30 cubic yards.	_____
V. Tarp System	
A. Tarp	
1. Tarp should be a Pioneer Model# RP4500SARG or equivalent.	_____
2. Gantry should have vertical movement of Roll Base/Rest assembly from 60" to 96"	_____
3. Stationary Section Legs should be 4" x 3" x 3/16" A 500B Steel Tube.	_____
4. Telescopic Section Legs should be 3 1/2" x 2 1/2" x 3/16" A 500 B Steel Tube.	_____
5. Roll Rest should be 11 Ga. C.R.S. fabrication that incorporates a Wind Screen to prevent "whipping" of the tarp which results in longer tarp life. The roll rest also features a steel tarp tube, and mounting brackets to facilitate quick tarp replacement.	_____
6. Spring Loaded Roller assembly mounted between Telescopic Pivot Arms 3 1/2" OD Galvanized Steel Tube 1" Solid Steel Shaft Sealed Ball Bearings.	_____
7. Telescopic Pivot Arms Hydraulically adjustable in lengths 36" of adjustment. Cylinders with nitride steel rod, mounted externally on base.	_____
8. Rack 'N Pinion Assemblies should have a T1 steel pinion gear and T1 steel rack gear.	_____
9. Interlock to prevent the hoist from tilting unless the tarp is fully retracted.	_____
10. Cover control valve should be open center configuration; triple manually operated 4 way valves, & adjustable pressure relief valve.	_____
11. Tarp cover fabric shall be mesh with reinforcing front & rear.	_____
12. Tarp cover construction should be reinforced 6 feet on both ends; Shock cords on both sides allow the EXTRA WIDE (9 1/2') Tarp to be rolled up onto the roller assembly. Pocket on rear to accept tarp tube for ease of tarp replacement.	_____
13. All brackets, etc. are fabricated steel weldments.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
VI. Lighting:	
A. Lights	
1. Body lighting shall be LED and comply with D.O.T. regulations.	_____
2. Mount all lights in rubber grommets, seal with silicone.	_____
3. (2) Truck-Lite 44302R or equivalent, red lower stop/turn/tail lights, one per cluster – one (1) cluster on each lower corner of bumper.	_____
4. (2) Truck-Lite 44302R or equivalent, red upper stop/turn/tail lights. Vertically mounted 5 feet apart and at least 9 feet from ground level up near top of tarp mast. Must be protected from limbs and other elements that might damage lights.	_____
5. (2) Truck-Lite 44350C or equivalent, clear back-up lights, one (1) in each lower brake light cluster between the brake lights and flashing LEDs.	_____
6. Truck-Lite 60315Y or equivalent, amber mid-side marker/turn light, one approximately 56" above ground, mid-way each side of unit. Side marker light is not to come on with brake lights.	_____
7. Truck-Lite 30075R, 30075Y or equivalent, clearance and side marker light (rear).	_____
8. Truck-Lite 15040 or equivalent tag light.	_____
9. Strobes, Smart Light Strobe System with LED lenses, mounted under CNG fuel storage cabinets, one (1) each side (total of 2). One (1) each side of bumper, facing left and right (total of 2). Two (2) in bumper, minimum 60" apart and facing rear. Two (2) in tarp gantry, minimum 60" apart and facing rear. (Total 8 strobes).	_____
10. Four (4) Truck-Lite Model 80397, two (2) work lights at back of cab and two (2) at rear bumper.	_____
11. Shock cords are to be supplied on any work lights, strobe lights or stop/turn/tail lights installed on tarp gantry or bumper parts that move up and down or in and out.	_____
12. All wiring shall be braided for abrasion resistance, grommeted where necessary and isolated from hydraulic lines.	_____
13. All color-coded wiring with plastic insulated crimp type connections with NYK grease.	_____
14. All wiring to go to chassis installed factory switches. All fused properly for amperage draw.	_____
15. Reflectors – Eight (8) Peterson – four (4) B489R (red) and four (4) B489A (amber).	_____

VII. Bidder will fill in below the name of manufacturer, brand name, model or identification number and year model of item(s) offered in bid.

_____
(Brand Name and Model or Identification Number)

_____
(Year Model)

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
VIII. Manuals: The successful Bidder is to include the following manuals in binders with the order. On line manuals and CD's will be accepted. Bidder will be responsible for all subscriptions, updates, registrations, renewals and fees associated with on line manuals for the while DeKalb County maintains ownership of 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 two (2) manuals for each item Number bid (not per unit).	_____
B. Factory Shop Parts Manual - for the Cab, Chassis, Body, Engine, Transmission. Furnish only two (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).	_____
IX. Software: The successful Bidder is to include all software required to diagnose, troubleshoot, repair and program the Engine, Transmission, Chassis, Body and ABS 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.	_____
X. Transportation	
A. Bidder must provide transportation to and from the bidder's facility for warranty and general repairs on the units	_____
XI. Training: The successful Bidder is to provide the following training and training materials.	
A. Cummins ISX G engine familiarization training. Two (2) day class for five (5) technicians.	_____
B. Chassis familiarization and electrical troubleshooting training for four (4) technicians.	_____
C. Operator training for six (6) operators for two (2) hours	_____
XII. Inspection: The costs for a pre-delivery inspection, for two (2) members of the DeKalb County inspection team shall be included in the bid price.	
A. Cost shall include air transportation on an air carrier to the nearest airport (ground transportation shall not exceed two hours), individual rooms, and meals. Only one Airplane change shall be allowed with a layover not to exceed two hours. Inspections shall be scheduled and funded to be conducted during weekdays, including travel time. The duration shall be determined based upon the manufacturer's itinerary.	_____
B. The final inspection shall be conducted in DeKalb County, GA upon manufacturer delivery to the DeKalb County Fleet Service location at 3043 Warren Rd., Decatur, GA 30034.	_____

MINIMUM REQUIREMENTS	BIDDER STATE Yes/No
XIII. VEHICLE EQUIPMENT, COMPONENTS AND ACCESSORIES: Vehicles offered in this bid item must provide total standardization and interchange-ability between units bid including components, accessories, plumbing, wiring, and equipment.	
XIV. DATA SHEET: At delivery provide a single sheet of paper with all Component Model and Serial Numbers. List to include: Engine, Transmission, Axles, PTOs, Pumps, Motors, Tires, Battery, Alternator, Belts, Hoses, Filters and any other major items	

End of Minimum Specifications

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	NUMBER OF UNITS	UNIT PRICE	TOTAL AMOUNT
1.	Conventional Truck and Chassis, CNG Engine Driven with a Truck Mounted Lugger Hoist , per minimum specifications and notes below:	6	$_____	$_____

NOTES TO BIDDER:

Note 1: Title Application and Manufacturer's Statement of Origin to be made out to:

Dekalb County Georgia
1300 Commerce Drive
Decatur, GA 30030

Note 2: Data Sheet: See Page 35., paragraph XIV. for "Data Sheet" requirements.

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:

Bid Page No.	Title	Check This Box If Included With Bid
37	Bid Acknowledgement Form*	
38	Required Documents Checklist	
39	Contractor Reference and Release Form, if applicable*	
40	Subcontractor Reference and Release Form, if applicable**	
42	Contractor Affidavit*	
43	Subcontractor Affidavit, if applicable**	
44-54	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: [1]

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 contactor 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 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.

[1] 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, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). 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, MBE or WBE 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: 16-100742

TITLE OF UNIT OF WORK – Conventional Truck & Chassis, CNG Engine Driven with a Truck Mounted Lugger Hoist"

My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____LSBE-DeKalb ____LSBE-MSA ____MBE ____ WBE.

1. If you are a Certified LSBE, MBE or WBE, 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, MBE, and/or WBE 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/MBE/WBE	
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/MBE/WBE	
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/MBE/WBE	
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):

_____

_____

_____

_____

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 MINORITY/WOMEN BUSINESS ENTERPRISE 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 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** ☐ **MBE** ☐ **WBE**
(Name of Subcontractor Firm) **(Check all that apply)**

ITB Number: 16-100742

Project Name: "Conventional Truck & Chassis, CNG Engine with a Truck Mounted Lugger Hoist"

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: _____

FORM 7B, 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

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

REPORTING PERIOD: (From – To)	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT NAME & LOCATION:	

AMOUNT OF REQUISITION THIS PERIOD: $_____

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: $_____

TOTAL AMOUNT REQUISITIONED 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

DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030

404-371-7051 (phone)

EXHIBIT C-1

FORM C, Rev 10 16 15

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 10th 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.

SUB – CONTRACTOR			Sub-Contract Award Amount	% Complete to Date
Name:				
Address:				
Telephone #:	Fax#:	Email:		

PRIME CONTRACTOR:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT NAME & LOCATION:	

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
TOTALS				

Executed By: _____ (Signature) _____ (Printed Name) Date: _____

Return Completed Form by email: pcadmin-ops@dekalbcountyga.gov
DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-7051 (phone)

ATTACHMENT H

NEW EMPLOYEE TRACKING FORM

Name of Bidder_____

Address_____

Email_____

Phone Number _____

Fax Number_____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring: _____

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

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

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.

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