INVITATION TO BID

DATE ISSUED: September 29, 2014

DeKalb County Government (the County) requests competitively sealed bids from qualified bidders to furnish **"CHEVROLET CAPRICE PPV, V6"** as listed on Page 3 as Item No. 1 and in accordance with attached requirements.

Submit bids in ***One (1) original and Two (2) sealed duplicate copies*** with the original clearly marked "Original" and the Duplicates clearly marked "Duplicate."

Address Bids To: **DeKalb County Department of Purchasing and Contracting**
The Maloof Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

For minimum specification information ***before*** sealed bids are opened, contact Tammy Shew at **(404) 687-2796**. **(E-mail: tgarmon@dekalbcountyga.gov)** or Facsimile: (404) 371-7006.

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specification, 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 the bidder, the 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. Bidder shall acknowledge addenda by signing and returning the Addendum form before the time set for opening bids. 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 "October 27, 2014".**

Sealed bids for furnishing the commodities or services described in the following schedule will be received at the location listed above: **until 3:00 P.M. on November 5, 2014,** and at that time publicly opened.

The official Department of Purchasing & Contracting Web Site is: **http://yourdekalb.com/purchasing/index.html** where bidding information will be available. For abstract information *after* sealed bids are opened, see website http://yourdekalb.com/purchasing/pc-cs-results.html, or email pcadmin-ops@dekalbcountyga.gov, or call (404) 371-7051.

FIRM'S NAME AND ADDRESS (Street, City, State and Zip Code. Type or print)	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID (Bid must be signed)	DATE OF BID
SIGNER'S NAME AND TITLE (Type or Print)	SIGNER'S CONTACT INFORMATION Phone: E-mail:	

NOTICES TO BIDDER

All bids are subject to the following:

1. The Price Schedule included below and/or attached hereto. Unit price for each unit bid on shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the price schedule for each item bid on. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
2. Minimum Specifications on pages 4 through 7.
3. Items offered in this bid must comply with all Federal, State, and local laws and regulations as applicable on date of delivery.
4. Such other provisions, representations, certifications, and specifications as are attached hereto or incorporated by reference in the Schedule.
5. If Federal Excise tax applies: show amount and deduct. DeKalb County is exempt from Federal Excise tax and Georgia Sales tax.
6. Local Small Business Enterprise Ordinance (LSBE) (Purchasing & Contracting Form No. 7) must be filled out and returned with the bid.
7. Federal Work Authorization Form (Purchasing & Contracting Form No. 33) must be filled out, Notarized and returned with the bid.
8. Insurance and bonding as required by the bid. (Purchasing & Contracting Form No. 25).
9. Business License submitted with bid application.
10. Failure to observe any of the instructions and conditions in this Invitation to Bid may constitute grounds for rejection.

Bidder Note: Should any of the submittals not be identical to the original submittal, bidder may be deemed non-responsive and his bid may be rejected and not considered. It is the responsibility of the Bidder to ensure awareness of any addenda issued. Please acknowledge addenda by signing and returning the Addendum form. All addenda issued for this project will be posted on DeKalb County's website, http://www.dekalbcountyga.gov/purchasing/index.htm.

Bidder Note: It is the sole responsibility of bidder(s) to ensure that bids reach the Purchasing & Contracting Department on or before the closing date and time. Be aware that visitors to our office will go through a security screening process upon entering the building. Bidder should plan enough time to ensure that he will be able to deliver his bid submission prior to our deadline. The County shall in no way be responsible for delays caused by any occurrence. Offers by telephone, facsimile or telegram will not be accepted.

Bidder Note: The County will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing & Contracting Department shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Under no circumstances shall bids delivered after the specified time be considered. Late bids, for whatever reason will not be evaluated. Such bids will be returned unopened after the designated opening date and time.

THE DECATUR POSTMASTER WILL NOT DELIVER CERTIFIED OR SPECIAL DELIVERY MAIL TO SPECIFIC ADDRESSES WITHIN DEKALB COUNTY GOVERNMENT. WHEN SENDING BIDS OR TIME SENSITIVE DOCUMENTS, YOU MAY WANT TO CONSIDER A COURIER THAT WILL DELIVER TO SPECIFIC ADDRESSES. **BIDDERS SHOULD REGULARLY CHECK OUR WEB SITE WHERE BID UPDATES AND ADDENDA WILL BE POSTED.**

All bids must be either typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections or changes on any document must be initialed by the signatory of the bid. Bidders will not be allowed to modify their bids after the designated opening date and time. **First page is to be signed and returned with your bid.**

The enclosed (or attached) bid in response to Invitation No. **3003359** is a firm offer, as defined by Section O.C.G.A. 11-2-205 of the Code of Georgia (Georgia Laws 1962 pages 156-178), by signatory. This offer shall remain open for acceptance for a period of ninety (90) calendar days from the date of the opening of the bids, as set out in the invitation for bids. The terms, conditions, and other limitations of the invitation for bids are accepted

PRICE SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	NUMBER OF UNITS	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Chevrolet Caprice PPV, V6 complete and ready to operate, per minimum specifications and notes below.	50	Each	$_____	$_____

NOTES TO SUPPLIER:

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

DeKalb County Georgia
1300 Commerce Drive
Decatur, GA30030

NOTE 2: **DATA SHEET:** See Page 7, paragraph IV. for "Data Sheet" requirements.

End Price Schedule.

MINIMUM TECHNICAL SPECIFICATIONS FOR CHEVROLET CAPRICE V6 POLICE PACKAGE PATROL VEHICLE COMPLETE AND READY FOR OPERATION

Vehicle must comply with Federal and State laws and regulations as applicable on date of delivery concerning automotive equipment and conditions and will be complete with standard equipment and all extra equipment as specified. Bidder will fill in the following information as applicable to vehicle offered.

	MINIMUM REQUIREMENT	BIDDER STATE YES/NO
I. VEHICLE:		
A. Package:		
1. Equipment Package	1SB Police Patrol Vehicle (9C1)	_____
B. Engine:		
1. Engine	Gasoline	_____
2. Displacement	3.6L SIDI DOHC V6 VVT	_____
3. Horsepower	301 @ 6700 rpm	_____
4. Peak Torque	265 @ 4800 rpm	_____
C. Transmission		
1. Transmission	6-speed automatic, electronically controlled	_____
D. Brakes:		
1. Disc brakes	Front and Rear, 4-wheel antilock	_____
E. Color		
1. Exterior	Phantom Black	_____
2. Interior	Jet Black	_____
F. Interior		
1. Air bags	Dual-stage frontal, thorax side-impact, head curtain and knee, driver and front passenger, includes Passenger Sensing System	_____
2. Air conditioning	Dual-zone automatic climate control with pollen air filtration	_____
3. Audio system	AM/FM stereo, single CD player, MP3 with playback, 7" diagonal color touch screen display	_____
4. Connectivity	Bluetooth for phone and music	
5. Cruise control	Electronic with set and resume speed	_____
6. Shift Lever	Column mounted	_____

	MINIMUM REQUIREMENT	BIDDER STATE YES/NO
7. Doors:		
a. Locks	Power programmable with lockout protection	_____
b. Locking system	Single key locking system, entire fleet keyed alike (6E3)	_____
c. Fob	Simple keys – all keyed alike with handle and no remote	_____
d. Locks and Handles	Inside rear door inoperative	_____
8. Floor Covering	Heavy-duty vinyl, front and rear	_____
9. Interior Lighting	Red and White front auxiliary dome	_____
10. Mirror	Inside rearview with compass	_____
11. Power Outlet	One (1) located on instrument panel, 12-volt	_____
12. Seats		
a. Front	Front bucket, cloth with heavy-duty foam	_____
b. Rear	Vinyl rear bench, includes seatback security panel	_____
13. Seats Adjuster - Driver	Driver 4-way power, height, and lumbar with manual recline and fore/aft	_____
14. Seats Adjuster – Front Passenger	4-way power, height and lumbar with manual recline and fore/aft	_____
15. Windows	Power with driver and front passenger Express-Down and rear passenger lockout.	_____
16. Windows switches	Rear-window inoperative	_____
17. Glass	Solar-ray light-tinted, windshield, driver and front passenger, light-tinted rear back glass	_____
G. Exterior		
1. Mirrors	Outside power-adjustable, Black, manual-folding	_____
2. Tires	P235/50R18 all-season blackwall, Goodyear	_____
3. Wheels	18" heavy-duty steel	_____
4. Wheel Center Cap	Bolt-on, forged aluminum	_____
5. Spare Tire	Full size spare wheel & tire	_____
6. Spot Lamp	Driver-side, LED	_____

	MINIMUM REQUIREMENT	BIDDER STATE YES/NO
H. Electrical:		
1. System	12 volts	_____
2. Alternator	170 amps	_____
3. Battery	One (1) 700 CCA	_____
4. Auxiliary Battery	One (1) 700 CCA 70-amp hr	_____
5. Wiring		_____
a. Wiring	Grille lamps and siren speaker	_____
b. Wiring	Horn and siren circuit, inline for customer-furnished switch	_____
I. Mechanical		
1. Daytime Running Lamps	Delete	_____
2. Differential	Limited Slip	_____
J. Miscellaneous:		
1. Keys	6 keys cut with integrated Remote Keyless Entry	_____
K. Extended Warranty – Bumper to Bumper		
1. 3 year / 100,000 miles no deductible		_____
2. 3 year / 100,000 miles with deductible		_____
3. 5 year / 100,000 miles no deductible		_____
4. 5 year / 100,000 miles with deductible		_____

L. Bidder fill in below the brand name, model or identification number and year model of vehicle offered in bid.

_____

(Brand Name and Model or Identification Number)

_____

(Year Model)

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

1. Factory Shop Repair Manuals via online access, including specific manuals for each major component, i.e., Engine, Transmission and Rear Axle. Furnish only 2 manuals for each item number bid (not per unit). _____
2. Operator's Manual and Warranty Booklet – one (1) per vehicle; plus three (3) additional for item number bid (not per vehicle). _____

MINIMUM REQUIREMENT	BIDDER STATE YES/NO
III. 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.	_____

IV. DATA SHEET: At delivery provide a single sheet of paper with all Component, Model and serial Numbers. List to include: Engine, Transmission, Axles, Motors, Tires, Battery, Alternator, Belts, Hoses, Filters and any other major items.

End of Specifications.

GENERAL TERMS AND CONDITIONS

I. Bidder must check applicable blank below:

Bidder affirms that specifications are exactly met:

Yes _____ No _____

II. ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY BIDDER. Bidder will explain exact particulars where his bid does not meet exactly the specification if "No" is checked above.

_____

_____

III. DELIVERY: Delivery is required within 180 calendar day(s) after receipt of order. However, alternate delivery time may be considered provided it is so stated. Do not use-words such as: "Immediate," "As soon as Possible," etc.; state the exact earliest date or the minimum number of calendar days required after receipt of order. (If calendar days are used then Saturday, Sunday and holidays are included).

_____

(Bidder state number of calendar days for delivery)

IV. TERMINATION OF CONTRACT: The County may unilaterally terminate this contract, in whole or in part, for the County's convenience, or because of failure of the contractor to fulfill the contract obligations in any respect.

V. AWARDS: The contract if *awarded* will be awarded to the lowest, responsive and responsible bidder whose bid will be most advantageous to the county, price and other factors considered. The County reserves the right to make one award, multiple awards, or no award, reject or accept any or all bids and waive informalities, minor irregularities and technicalities in bids received, whichever is deemed to be in the best interest of the County. The County may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations.

VI. The unit(s) to be purchased is/are for the exclusive use of DeKalb County, Georgia. Only the following must be shown on the "Manufacturer's Statement of Origin for First Assignment and Application for Title – Form MV-1 (MV-2)":

DeKalb County, Georgia
1300 Commerce Dive
Decatur, Georgia 30030

GENERAL TERMS AND CONDITIONS

VII. CONTRACTOR'S HOLD HARMLESS AGREEMENT:

A. ENTER BIDDER'S FULL LEGAL FIRM NAME ON THE FIVE BLANK LINES BELOW:

_____shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY.

_____shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death), to persons or property caused by or sustained in connection with the performance of this CONTRACT; and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of _____, or any subcontractor or anyone directly or indirectly employed by or under the supervision of any of them.

The _____expressly agrees to defend against any claims of actions filed against the COUNTY where such claims or actions involves, in whole or in part, the subject of indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

_____shall furnish the following insurance requirements along with contract documents sent to the COUNTY for execution. If bidder is awarded service or installation under contract based upon this Invitation to Bid, the following two paragraphs shall apply.

B. INSURANCE REQUIREMENTS (TO BE FURNISHED BY SUCCESSFUL BIDDER ONLY):
See DeKalb County Purchasing and Contracting Form No. 25 (Attached).

C. Successful vendor shall mail insurance documents referenced in "INSURANCE REQUIREMENTS" paragraph to:

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

GENERAL TERMS AND CONDITIONS

VIII. PAYMENT: Payment will be made only after material(s) are delivered in satisfactory condition; and have been accepted by DeKalb County. The department receiving the material(s) will not accept the invoice in *"ORACLE"* until satisfied with delivery.
Invoices are to be signed by the Contractor or authorized delegate, and ***must*** contain the authorizing DeKalb County Purchase Order Number to be processed for payment.
Purchase Order Number must also be on Delivery Ticket.

Invoice must be legible, detailed, and mailed or sent to:

(1) Accounting Services Division
DeKalb County Finance Department
Maloof Annex
1300 Commerce Drive
3rd Floor
Decatur, GA30030

(2) With a copy mailed to Department or Division utilizing the Contract, and

(3) 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:
Contract Compliance Division
1300 Commerce Drive
2ndFloor
Decatur, GA30030.

DeKalb County requires that all Invoices shall be submitted to the County no later than 60 days after full completion of contracted services.

NOTE: In the event of a change in name and/or address by contractor's company, (whether due to relocation, sale to another company or other causes), payment cannot be made under this contract until DeKalb County is properly notified in writing of such change; with notification sent (1) to the Finance Department Accounting Services Division, (2) to the Purchasing & Contracting Department and (3) to the using Department Director, so that necessary changes can be made to computer records for future mailings.

The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract. **Bidders may obtain more favorable payment terms by offering time payment discounts when they submit their sealed bids. Bidder states payment terms, including time payment discount(s):**

IX. OPTION TO AUDIT: Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

X. 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 item(s) offered on this bid is/are manufactured produced in the United States.

Yes _____ No _____

If "No", state place _____

GENERAL TERMS AND CONDITIONS

XI. WARRANTY AND EXTENDED WARRANTY
ITEM NO. 1:

A. 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 is 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.

_____

B. 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):	_____	_____

C. 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):	_____	_____	_____

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

_____

_____

E. 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.

GENERAL TERMS AND CONDITIONS

XII. 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.

XIII. 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.

XIV. Greg Brake, 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.

XV. 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: _____

XVI. TORT IMMUNITY: No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event, or failure to act.

XVII. In the performance of the contract, Contractor must comply with all relevant Federal, State, City and County regulations and ordinances and must obtain all applicable Licenses and/or Permits.

XVIII. 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.

XIX. FIRST SOURCE' JOBS ORDINANCE: The DeKalb County First Source Ordinance requires contractors or entities employing 15 or more employees 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, 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 $50,000.00 or more in County expenditures or committed expenditures to make a good faith effort to hire DeKalb County residents for at least 50% of entry level jobs using the First Source Registry. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404-687-3400.

GENERAL TERMS AND CONDITIONS

XX. BRAND NAME OR TRADE NAME/MARK INSTRUCTIONS: If items in this Invitation to Bid have been identified, described, or referenced in the Invitation to Bid by a "brand name" or Trade Name/ Trade Mark description, such identification is intended to be descriptive, but not restrictive, and is to indicate quality and characteristics of products that may be offered. Unless the bidder clearly indicates in his bid that he is offering a product of another name or manufacturer, his bid may be considered as offering the item exactly as referenced in the Invitation to Bid.

(a). If the bidder proposes to furnish another product, the Brand/Trade name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation to Bid, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the Department of Purchasing and Contracting. The decision of the County is to be final. **CAUTION TO BIDDERS**: The Department of Purchasing and Contracting is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the Department of Purchasing and Contracting. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cut-sheets, illustrations, drawings, or other information) necessary for the Department of Purchasing and Contracting to: (i) determine whether the product offered meets the minimum requirements of the Invitation to Bid and (ii) establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

(b). If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation to Bid, he shall (i) include in his bid a clear description of such proposed modifications and (ii) clearly mark any descriptive material to show the proposed modifications. Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation to Bid will not be considered.

XXI. 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 to be public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- *et seq.*, without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

XXII. LITERATURE: Bidder is required to furnish, with this bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being unconsidered.

XXIII. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: 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.

GENERAL TERMS AND CONDITIONS

XXIV. ETHICS 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. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.

XXV. BUSINESS LICENSE: Bidders shall submit with bid, a copy of their valid company business license. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Bidder for the duration of the contract.

XXVI. Bidder is cautioned to make his bid complete and to furnish all information and detail required by these specifications. Failure to comply may result in the bid being unconsidered due to incompleteness.

XXVII. This Invitation to Bid consists of 26 pages: FAILURE TO RETURN ALL PAGES IN CORRECT NUMERICAL ORDER MAY RESULT IN BID BEING DECLARED INVALID.

End General Terms and Conditions.

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 or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.

(3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

(4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.

(5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov 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.

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[1] O.C.G.A. § 13-10-91, as amended.

P & C Form 33, p. 2, Rev. 7/15/2014

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: _____

P & C Form 33, p. 4, Rev. 8/25/2010.

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: _____

(Purchasing & Contracting Form No. 7, Rev. 01-31-07, – Page 1)

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
and Minority Business Enterprise/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 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 A." Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. **Failure to complete and submit the notarized Schedule of LSBE Participation may result in a bid or proposal being rejected.**

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.

COMPLETION OF THIS ENTIRE FORM IS MANDATORY

Failure to complete and submit this entire form may result in your bid/proposal being rejected.

"EXHIBIT A"

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

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

PRIME BIDDER/PROPOSER SOLICITATION NUMBER: _____

TITLE OF UNIT OF WORK _____

1. 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.

2. 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: _____

3. 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 _____

   LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in performance of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. **Please <u>attach a signed letter of intent</u> 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 Contractor _____

  Address _____

  Contact Person Telephone _____

  Fax Email _____

  Check all that apply: ___LSBE-DeKalb, ___ LSBE-MSA, ___MBE, ___WBE; Attach proof of LSBE, MBE and/or WBE certification.

  Type of Work/Contract Item _____

  Percentage of Work or Estimated Contract Award Amount to be performed _____

- Name of Contractor _____

  Address _____

  Contact Person Telephone _____

  Fax Email _____

  Check all that apply: ___LSBE-DeKalb, ___ LSBE-MSA, ___MBE, ___WBE; Attach proof of LSBE, MBE and/or WBE certification.

  Type of Work/Contract Item _____

  Percentage of Work or Contract Award Amount to be performed _____

(Please use separate page to list additional LSBE, MBE or WBE subcontractors and/or firms [including suppliers] to be utilized in performance of this contract, if awarded.)

COMPLETION OF THIS <u>ENTIRE</u> FORM IS <u>MANDATORY</u>

<u>Failure to complete and submit this entire form may result in your bid/proposal being rejected</u>.

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the owner's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken.

	Yes	No	
1.	____	____	Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities
2.	____	____	Advertisement in general circulation media 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.
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.	____	____	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.
5.	____	____	Efforts made to divide the work for LSBE sub-contracting in areas likely to be successful and 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 work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.**
6.	____	____	Efforts made to assist potential LSBE sub-contractors 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(s) could not readily and economically obtain them in the marketplace.
7.	____	____	Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.	____	____	Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.	____	____	Joint venture opportunities.
10.	____	____	Other actions (specify): _____

Please explain any "no" answers (by number)

_____

_____

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, towards assessing the bidder/proposer's efforts to meet the owner's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, **Contract Compliance Division at (404) 371-4795.** A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at www.co.dekalb.ga.us.

COMPLETION OF THIS ENTIRE FORM IS MANDATORY

Failure to complete and submit this entire form may result in your bid/proposal being rejected.

(P & C Form No. 7, Rev. 01-31-07, – Page 4)

DEKALBCOUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISEOPPORTUNITY TRACKING FORM
Bidder/Proposer Statement of Compliance

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

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

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A 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 _____, 200____.

Notary Public _____

My Commission Expires _____

COMPLETION OF THIS ENTIRE FORM IS MANDATORY. Failure to complete and submit this entire form may result in your bid/proposal being rejected.

P. & C Form 7, (Rev. 01-28-09, – Page 5)

"EXHIBIT B"
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known sub-contractors and submitted with the bid/proposal. Photocopies of this form are acceptable. Complete a form for each sub-contractor.

To:_____
(Name of Prime Contractor Firm)

From:_____ ☐ LSBE ☐ MBE ☐ WBE
(Name of Subcontractor Firm) **(Check all that apply)**

ITB/RFP Number:_____

Project Name:_____

The undersigned 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:_____

Please Submit Form with Bid Documents
COMPLETION OF THIS ENTIREFORM IS MANDATORY
Failure to complete and submit this entire form may result in your bid/proposal being rejected.

PRIME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract.

This report must be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. 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, and the denial of participation in any future contracts awarded by DeKalb County.

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

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

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

AMOUNT OF REQUISITION THIS PERIOD: $ _____

TOTAL AMOUNT REQUISITIONED TO DATE: $ _____

SUB-CONTRACTOR UTILIZATION (add additional sheets if 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: _____

Return Completed Form to:

Contract Compliance Division, DeKalb County Purchasing and Contracting

1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030

404-371-6395(phone) 404-371-2511 (fax)

SAMPLE

01/09 FORM C

LSBE SUB-CONTRACTOR REPORT

Please complete a separate form for each contract.

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 to the Contract Compliance Division. 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:	
CONTRACT NUMBER:	
ITB/RFP NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION $ _____

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

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

Notary: _____ My Commission Expires: _____

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting
1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-6395(phone) 404-371-2511 (fax)

SAMPLE

Purchasing & Contracting Form No. 25
(Blue 2) 6/15/09

INSURANCE REQUIREMENTS

IMPORTANT NOTICE **IMPORTANT NOTICE**

IMPORTANT — PLEASE READ CAREFULLY & FOLLOW INSTRUCTIONS LISTED HEREIN

I. If the County sends to you notice of Award on this bid, take this form to your insurance agent as this form contains requirements that may be non-standard in the insurance industry.

II. Instruct your insurance agent that the County's requirements are listed in Section III, and that you *must* comply with these requirements before you may proceed with the work.

III. Before the starting of any work, the successful contractor must furnish to DeKalb County certificates of insurance from companies doing business in Georgia and acceptable to the County as follows:

1. Certificates must cover:

   A. Statutory Workers Compensation

   B. Business Auto Liability Insurance with a minimum $500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).

   C. 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 - $2,000,000
   (7) Contractual Liability where applicable

2. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, GA

3. The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

4. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

(Continued)

5. Certificates to contain the location and operations to which the insurance applies.

6. 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.

7. 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.

8. Certificates are to be issued to:

   DeKalb County, Georgia
   DeKalb County Courthouse
   Decatur, Georgia 30030

9. The successful contractor shall mail insurance documents listed in this form to:

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

10. 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.

IV. Ask your insurance agent to review the form after it is typed so that the form will not have to be returned because the typist omitted a policy number, some other obvious omission, or made a material typographical error.

V. Your insurance company or agent mail or bring an original coverage certificate to the address listed in Section III.9. Do *not* mail the certificates to DeKalb County Courthouse, Decatur, GA30030.

VI. Thank you for your cooperation, as it will enable you to proceed with the work in an expeditious manner.