

BILL C. PEACOCK  
Director - Purchasing



**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**PURCHASING DEPARTMENT**

8700 Hospital Drive • Douglasville, GA 30134  
Telephone (770) 920-7247 • Fax (770) 920-7219

February 10, 2016

Subject: Douglas County, Georgia, Board of Commissioners  
Invitation to Bid – Self-Contained Breathing Apparatus Program-Fire Department  
Solicitation No. 16-006

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering the Self-Contained Breathing Apparatus Program for the Douglas County Fire Department, Douglas County Georgia.

**The Bid due date is March 4, 2016 no later than 2:00 pm ET. The Bid Opening will be held on March 4, 2016 at 2:00 p.m., ET, at the Douglas County Courthouse, Third Floor, Purchasing Bid Opening Room, 8700 Hospital Drive, Douglasville, Georgia. You are invited to attend, or submit your Bid prior to the deadline as stated in the attachments. Each Bid should be marked on the outside of the envelope with: "Bid - Self-Contained Breathing Apparatus Program-Fire Department – Solicitation No. 16-006, March 4, 2016".**

Thank you in advance for your interest and we look forward to your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill C. Peacock", is written over a horizontal line.

Bill C. Peacock  
Purchasing Director

Attachments

**Douglas County Board of Commissioners  
Purchasing Department  
February 10, 2016**

**INVITATION TO BID**

**Self-Contained Breathing Apparatus Program – Fire Department  
Solicitation 16-006**

The Douglas County Board of Commissioners is seeking Bids from qualified firms to provide the Douglas County Fire Department with Self-Contained Breathing Apparatus' (SCBA) to replace department's existing SCBA program. Price shall include SCBA, spare bottles, masks, and items otherwise specified in the bid specifications.

All information for interested Bidders may be obtained at the office of the Douglas County Purchasing Director, located on the third floor of the Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia.

Sealed Bids in response to this Invitation will be sent to:

Douglas County Board of Commissioners  
Bill Peacock - Purchasing Director  
3<sup>rd</sup> Floor  
8700 Hospital Drive  
Douglasville, Georgia 30134

**One (1) unbound original and three (3) copies** of the bids may be mailed or hand delivered to the Purchasing Director's Office no later than **2:00 p.m., March 4, 2016**, so they may be included among those read at the Douglas County Courthouse. Each response should be marked: **"Sealed Bid – Self-Contained Breathing Apparatus Program – Fire Department, Solicitation No. 16-006, 3/4/2016"**.

Douglas County reserves the right to waive informalities, to reject any and all Bids, to evaluate Bids, to accept portions of any Bid and to accept any Bid, which in its opinion, may be in the best interest of the County. The County reserves the right to add to or delete from the contract after the contract has been awarded.

Evidence of Insurance shall also be submitted as a part of the sealed Bid, meeting those limits as stated in the Bid documents.

No Bid will be received or accepted after the above specified date and time of the Bid opening.

Bids submitted after the designated date and time will be deemed invalid and returned unopened to the Bidder. No Bid may be withdrawn within ninety (90) days after the Bid opening and all Bids shall remain firm during this period.

**Douglas County Board of Commissioners**  
**Purchasing Department**  
Invitation to Bid  
Self-Contained Breathing Apparatus Program

1.0 General Requirements

- 1.1 Douglas County Fire Department (DCFD) is seeking bids for Self-Contained Breathing Apparatus' (SCBA) to replace department's existing SCBA program. Price shall include SCBA, spare bottles, masks, and items otherwise specified herein.
- 1.2 It is the intent of this specification to describe the essential minimum requirements for the SCBA, bottles, masks and associated equipment including electronics.
- 1.3 All items listed in the specifications are to be considered mandatory except work and/or equipment listed as "options".
- 1.4 It is understood that the purchaser may select or delete items listed as options when accepting the bid.
- 1.5 It is the intent of the Douglas County Fire Department to accept a SCBA that meets or exceeds current NFPA, NIOSH and OSHA regulations.
- 1.6 Terms of payment shall be 100% on delivery, testing and acceptance of SCBA and associated equipment.
- 1.7 Any company bidding on this project must agree to price, perform all work, and furnish all equipment listed in both the mandatory and optional sections of the specifications.
- 1.8 Any exception or variation in the construction, performance testing, or items of equipment between this specification and the bidder's proposal shall be detailed and referenced by number to coincide and/or cross reference with the Douglas County Fire Department bid proposal.
- 1.9 Bidder must explain in detail, with full supporting data, how the proposed exception meets or exceeds the specifications. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY THE BID.**
- 1.10 Serious consideration will be given to the history of service provided in the evaluation of this bid.
- 1.11 Douglas County Fire Department reserves the right to reject any or all bids received and accept any bid that, in its judgment, best serves the interest of Douglas County and the department.
- 1.12 Bidders shall have a **MINIMUM** \$1,000,000.00 Product Liability Insurance. Documentation of insurance must accompany proposal. Failure to include proper documentation will be cause for automatic bid rejection.
- 1.13 The County reserves the right to increase or decrease quantities or not purchase some or any of the equipment that is specified.

**Douglas County Board of Commissioners**  
**Purchasing Department**

Invitation to Bid

Self-Contained Breathing Apparatus Program

- 2.0 Certification and Standards
  - 2.1 The breathing apparatus shall be NIOSH certified as a positive pressure type. The breathing apparatus shall comply with the NFPA Standards # 1981, 2013 Edition, Open Circuit Self Contained Breathing Apparatus for the Fire Service and #1982, 2013 Edition, Personal Alert Safety System (PASS) for Firefighters.
  
- 3.0 Warranty
  - 3.1 The bidders shall describe their warranty in detail. Bidder's proposal shall list the length of warranty and the warranty limitation for each of the components listed below.
    - 3.1.1 Second Stage Regulator
    - 3.1.2 Backpack
    - 3.1.3 Hoses and Fittings
    - 3.1.4 Head Harness or Head Net
    - 3.1.5 Gaskets and "O" Rings
    - 3.1.6 Pressure Reducer
    - 3.1.7 Electronic Displays
    - 3.1.8 Audio/Visual Alarms
    - 3.1.9 Harness
    - 3.1.10 Face Piece Assembly
    - 3.1.11 Cylinder and Valve
    - 3.1.12 Voice Amplification
    - 3.1.13 Radio Interface
    - 3.1.14 Buddy Breather
    - 3.1.15 First Stage Regulator
  - 3.2 **This warranty MUST be included in bidder's proposal and should include all exclusions and limitations. Minimum warranty on SCBA mask and any attached components shall be three (3) years. A minimum warranty period of three (3) years is required on all electronic components excluding batteries.**
  - 3.3 Evaluation of warranty length, provisions, exclusions and limitations will be a factor in awarding of this bid.
  - 3.4 The proposal must include how freight charges will be handled on parts and returns during the warranty period.
  
- 4.0 Training
  - 4.1 Bidders shall include in their bid the costs to conduct a train the trainer program to train designated county personnel in the operation and preventative maintenance procedures. Training shall start within ten (10) business of receipt of goods. The successful bidder shall supply any needed equipment for training.
  - 4.2 Bidders shall include in their bid the costs to conduct a training program to a minimum of ten (10) personnel for certification in the repair, testing and maintenance of the SCBA. This level of certification training shall qualify Douglas County personnel to perform warranty work when authorized by the successful bidder. All support manuals, training aids and parts information shall be included. This training will be performed at a Douglas County Facility.

**Douglas County Board of Commissioners**  
**Purchasing Department**  
Invitation to Bid  
Self-Contained Breathing Apparatus Program

- 5.0 Face piece Quantitative Fit Testing
  - 5.1 After receipt of a County purchase order, the successful bidder shall, with their equipment and personnel, conduct a face piece quantitative fit test for approximately 160 Douglas County Fire Department personnel. This procedure will be used to determine the appropriate face piece size, type of skirt material and head harness that is needed to properly fit these individuals with their personal face piece. Two (2) copies of the test results (one (1) hardcopy and one (1) electronic copy) shall be submitted to the County prior to the individual face pieces being ordered. **The successful bidder shall ensure that all tested personnel obtain a minimum face piece fit factor of 500.**
  - 5.2 The successful bidder shall include in their bid the costs to furnish the necessary software, fittings, adapters, masks and other equipment that are proprietary to their SCBA for the County's current **PortaCount Plus 8020**.
  - 5.3 All bidders shall include, in their bid, an optional price to provide a new Quantitative Fit Tester. (See page #9)
- 6.0 Computerized SCBA Performance Tester
  - 6.1 Bidders shall include a new BioSystems PosiChek3 SCBA Tester (part # 54-20-0116) with all necessary testing/database software and manifolds for testing high pressure (4500 PSI) SCBA. The bidder shall also include the costs to furnish the necessary software, fittings, adapters, masks and other equipment that are proprietary to their SCBA for the County's current PosiChek machine.
  - 6.2 The successful bidder or designee shall provide delivery, set-up, calibration, and training of County SCBA technicians in the operation and maintenance of the tester.
- 7.0 Replacement Parts and Enhancements
  - 7.1 Bidder's proposal shall include, as an optional bid, the parts and specialized tools necessary to maintain all SCBA purchased as specified herein for one (1) year using manufactures recommend maintenance schedule.
  - 7.2 The bidder shall submit with their proposal a current catalog with advertised list prices for all replacement parts, components, equipment options and product enhancements that are available for their SCBA. They shall submit a **MINIMUM** percent of discount from the advertised list prices that Douglas County will receive when ordering. Although it is understood that the list prices, equipment options and product enhancements are subject to change, this **MINIMUM** percent of discount shall be in effect for the current and future SCBA related equipment. Whether it is listed in a catalog or not, these conditions are to be honored for a minimum of five (5) years after the SCBA order is delivered and accepted by Douglas County Fire Department.

**Douglas County Board of Commissioners**  
**Purchasing Department**

Invitation to Bid

Self-Contained Breathing Apparatus Program

- 7.3 The bidder's proposal shall include a written agreement that any compliant issues set forth by NIOSH, NFPA or manufactures will be included **FREE OF CHARGE** for a period of three (3) years after the SCBA order is delivered and accepted by the Douglas County Fire Department.
- 8.0 Bid Evaluation
- 8.1 Bidders may be requested to conduct a presentation of their proposed equipment prior to the award of the bid. It may become necessary to conduct additional field tests during the evaluation. Additional loaner units may be requested for this purpose.
- 9.0 Delivery
- 9.1 At no additional cost to the County, the successful bidder shall provide their personnel to assist County personnel in the receiving, unpacking, and inspecting of the entire order. Any shortage, damage or other discrepancy in the order shall be documented at that time. The successful bidder shall be responsible for the delivery of a complete and correct order.
- 9.2 Delivery of the SCBA and masks shall be to the Douglas County Fire Department, 6856 West Broad Street, Douglasville, Georgia, 30134.
- 9.3 Delivery of the spare cylinders shall be to the Douglas County Fire Department, 6856 West Broad Street, Douglasville, Georgia, 30134.
- 10.0 Acceptance
- 10.1 The equipment will be considered acceptable for payment and the commencement of warranty, when the order has been delivered in compliance with the specifications and testing has been completed to determine proper operation, and the training specified in section 4.1 of this document has been completed.
- 11.0 Cylinder Dates and Construction
- 11.1 All cylinders, at the time of delivery, shall be within ninety (90) days of their manufactured date as marked on each cylinder. They shall be 4500 psi, constructed of aluminum alloy inner shell, and fully over wrapped with carbon fiber and fiberglass (commonly referred to as "carbon fiber bottle"). Outer coating shall be epoxy. Bidder shall provide an optional price for departmental identification and sequential numbering imbedded in the outer coating. Wording of "Douglas County Fire Department" or the department logo to be determined later by the customer.
- 11.2 Cylinder valve assemblies shall contain a safety relief device. The cylinder valve shall contain a protected gauge visible from both sides. Cylinder valve hand wheel shall be of the non-ratchet or locking type.
- 11.3 The intent is to purchase approximately 120 spare, 45-minute/4500 psi, Carbon Fiber Cylinders.

**Douglas County Board of Commissioners**  
**Purchasing Department**

Invitation to Bid

Self-Contained Breathing Apparatus Program

- 12.0 General SCBA Components
  - 12.1 Back frame assembly with universal cylinder band to accommodate low and high-pressure cylinders, 30, 45, and 60 minute duration.
    - 12.1.1 First stage reducer to be enclosed inside back frame for protection.
    - 12.1.2 The right and left shoulder straps shall be constructed of minimum of 2-inch woven Kevlar or equivalent and be padded with PBI/Kevlar or equivalent in areas of body contact.
    - 12.1.3 Shoulder strap adjustment buckles shall be made of stainless steel or equivalent. A minimum of one and a half inch (1 1/2") pull straps shall be fitted to harness to allow easy adjustment.
    - 12.1.4 The harness waist belt shall be of a minimum one and a half inch (1 1/2") woven Kevlar or equivalent and be fitted with double pull forward design and incorporate a seat belt buckle latch.
    - 12.1.5 Lumbar support padding shall be made of PBI/Kevlar or equivalent.
    - 12.1.6 Bottle changes shall be made without removing cylinder band.
    - 12.1.7 Electronic solid-state components shall be waterproof and housed inside back frame for additional protection.
    - 12.1.8 Back frame shall have flashing indicator lights or comparable system, which activates when SCBA is operational and flash rapidly when PASS device is in alarm.
    - 12.1.9 Harness shall include a chest strap made of PBI/Kevlar or equivalent, reaching from each shoulder strap in mid-chest area. Strap shall have snaps or buckles on each end and be sewn to shoulder strap on other end.
  - 12.2 Integrated Personal Alert Safety System (PASS)
    - 12.2.1 General Specifications

The PASS device shall be capable of integrating with a NIOSH certified SCBA. This integrated device shall retain NIOSH certification. The system shall meet all requirements of NFPA 1982 Standard of Personal Alert Safety Systems (PASS), 2013 Edition.
    - 12.2.2 Operation of PASS device will be initiated when charged air cylinder valve is opened. PASS device will remain operational until air pressure is removed from the system and operator manually turns PASS off.
    - 12.2.3 Dual Alarms

The PASS device shall incorporate dual visual and audible alarms, which shall be activated in a pre-alarm mode when the system remains motionless for approximately 17 seconds. A full alarm shall be activated in the event the system remains motionless for approximately 30 seconds. PASS shall automatically reset if motion is detected while in pre-alarm mode only.
    - 12.2.4 PASS device shall be integrated into the SCBA. A detachable/separate PASS device is not acceptable.

**Douglas County Board of Commissioners**  
**Purchasing Department**

Invitation to Bid

Self-Contained Breathing Apparatus Program

- 13.0 Electronic Control Console
  - 13.1 Electronic Control Console (location to be determined) on the shoulder strap displays cylinder pressure. All PASS components including motion sensor shall be housed inside console.
  - 13.2 Power source for Control Console shall be in back frame. Power source is to have redundant capabilities. **All batteries needed for electronics shall be included in the bid proposal and shipped with SCBA order. Failure to include batteries in proposal may be cause for bid rejection.**
  
- 14.0 SCBA Face Piece Assembly
  - 14.1 The full-face piece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference. The lens shall be double curve type with permanent anti-fog and scratch resistance coating and made of NIOSH and NFPA required material.
  - 14.2 Head harness to be a Kevlar or equivalent net hood with two or more point suspension or comparable. Optional rubber spider harness may be necessary to obtain required fit factor.
  - 14.3 Facemask is to have a nose cone constructed to NFPA requirements and inner mask shall be fitted with inlet valves. Facemask is to be capable of using optional eyeglass mounting kit.
  - 14.4 Facemask is to have an integrated secondary end of service alarm using LED lights, or comparable system.
  
  - 14.5 Facemask to have an integrated second stage regulator built into facemask or a comparable quick connect regulator. Mask shall be submersible for easy cleaning/disinfecting and regulator is also to be easily cleaned and disinfected.
  - 14.6 The face piece mounted regulator shall maintain and supply air to the face piece to meet the air needs of the user at a pressure greater than atmospheric as required by NFPA 1981, 2013 edition.
  - 14.7 The face piece shall have the ability to switch from bottle air to ambient room air. Switching may occur by use of a quick connect removal or slide switch of regulator.
  - 14.8 Regulator must also incorporate a true emergency bypass, which when manually activated, will flow between 85-120 liters per minute. A gloved hand shall easily activate the emergency bypass.
  - 14.9 Price per mask shall be quoted in the bid proposal. The intent is to purchase approximately 177 masks of various sizes. Sizes and exact numbers will be finalized after bid award and fit testing has been completed.

**Douglas County Board of Commissioners  
Purchasing Department**

Invitation to Bid

Self-Contained Breathing Apparatus Program

- 15.0 Pneumatic Assemblies
  - 15.1 First stage pressure reducer shall be protected inside the back frame or comparable configuration.
  - 15.2 As an option pneumatic assembly shall have a “buddy” breathing system incorporated that will allow two (2) or more personnel to use the same cylinder air in an emergency. (See page #8)
  
- 16.0 RIC/RIT Pack
  - 16.1 RIC/RIT pack shall have a sixty (60) minute bottle with a sixty (60) minute cylinder constructed of an aluminum alloy to meet the same standards listed in section 11.1 and 11.2
  - 16.2 Pack shall have two (2) connection hoses.
    - 16.2.1 One hose shall be a high-pressure hose with a length of six (6) feet or greater. The hose shall have a RIC receiver on one end and a hand wheel or equivalent on the opposite end, with the ability to equalize cylinders within three (3) minutes.
    - 16.2.2 The second hose shall be a low-pressure hose with a length of six (6) feet or greater. The hose shall have a low-pressure RIT connector and include a connector for the facemask and “buddy” breather.
  - 16.3 RIC/RIT shall include one (1) medium facemask.
  - 16.4 Bid shall include a bag or carrying case made of PBI/Kevlar or equivalent with straps/handle for carry.
    - 16.4.1 Bag/case shall be composed of one (1) main pouch or compartment to accommodate a sixty (60) minute cylinder.
    - 16.4.2 Bag/case shall have side pouches or compartments to accommodate connection hoses and hardware, facemask, and miscellaneous tools and safety equipment.
  - 16.5 RIC/RIT pack shall meet or exceed all current NFPA, NIOSH and OSHA requirements.
  
- 17.0 Optional “trade-In” of used equipment
  - 17.1 Douglas County Fire Department will entertain offers on all or some of the following equipment. These are approximate quantities only. Exact trade-in quantities will be determined after bid is awarded and new equipment is in services. After the exact trade-in value is calculated, the trade-in value will be deducted from the price to the successful bidder. **Evaluation of the trade-in offers will be a major consideration in the awarding of the bid.**

90	ISI Viking DXL CBRN	\$	Each
10	ISI Viking Z Seven	\$	Each
218	4500 Fiberglass full wrap 45 minute cylinders	\$	Each
25	4500 Fiberglass full wrap 60 minute cylinders	\$	Each
160	ISI Viking DXL-CBRN Facemask	\$	Each

**Douglas County Board of Commissioners**  
**Purchasing Department**  
Invitation to Bid  
Self-Contained Breathing Apparatus Program

**Bid Instructions**

Bidders shall provide four (4) copies of bid proposal and all supporting documentation in individual binders when the bid is submitted to purchasing. Failure to follow these instructions may be cause for bid rejection. Please indicate bid price for the following items.

(Quantities are subject to change)

- (90) SCBA with all components as specified including a cylinder (45 minute/4500 PSI carbon fiber bottle with valve assembly). NOT INCLUDING FACEPIECE  
\$ \_\_\_\_\_ each
- (120) Spare 45-minute 4500 psi Carbon fiber bottle with valve assembly.  
\$ \_\_\_\_\_ each
- (16) Spare 60-minute 4500 psi Carbon fiber bottle with valve assembly.  
\$ \_\_\_\_\_ each
- (177) Face pieces with head net/harness as specified. \$ \_\_\_\_\_ each

**Optional items to be priced:**

- One year supply of parts for maintenance and repair as specified in item 7.1  
\$ \_\_\_\_\_ each
- Software and needed tools for Douglas County personnel to maintain equipment.  
\$ \_\_\_\_\_ each
- Rapid Intervention Team packs.  
\$ \_\_\_\_\_ each
- Quantitative Fit Test machine and needed software.  
\$ \_\_\_\_\_ each
- BioSystems PosiChek3 SCBA Tester or equivalent.  
\$ \_\_\_\_\_ each
- Needed training to certify ten (10) Douglas County service techs.  
\$ \_\_\_\_\_ each
- Logo and numbering on all cylinders.  
\$ \_\_\_\_\_ each
- Vendors version of “buddy” breathing system  
\$ \_\_\_\_\_ each
- Vendors version of external voice amplification (if not already internally in the SCBA).  
\$ \_\_\_\_\_ each
- Eye Glass Kit  
\$ \_\_\_\_\_ each

INVITATION TO BID: Self-Contained Breathing Apparatus Program - Fire Department SOLICITATION NO. 16-006  BID OPENING DATE: 3/4/2016 CLOSING TIME: 2:00 PM	THIS BID TO RETURNED TO DOUGLAS COUNTY BOARD OF COMMISSIONERS Purchasing Department 8700 HOSPITAL DRIVE DOUGLASVILLE, GA 30135
Douglas County Board of Commissioners See Attached Terms/General Conditions	<b>BIDDER INFORMATION</b> The bidder information block below to be completely filled out. Failure to sign statement below by authorized representative will render bid invalid <b>All bids must be typewritten or printed in ink.</b>
Contact (County Staff): Bill Peacock Telephone Number: 770-920-7247 Email: <a href="mailto:bpeacock@co.douglas.ga.us">bpeacock@co.douglas.ga.us</a>	Company Name: _____ _____
<b>ALL BIDS ARE SUBJECT TO THE FOLLOWING INSTRUCTIONS WHEN CHECKED:</b> 1. <input checked="" type="checkbox"/> The below instructions, and "General Conditions" attached. 2. <input checked="" type="checkbox"/> The attached Agency Contract Terms and Conditions shall apply (____) page(s). 3. <input checked="" type="checkbox"/> the attached "General Conditions" shall apply (6) page(s). 4. <input checked="" type="checkbox"/> In conformance with the attached "Specifications" (____) page(s). 5. _____ See attached (____) page(s) of (____) line items. 6. <input checked="" type="checkbox"/> Equipment or supplies offered to conform to the attached <input checked="" type="checkbox"/> Plans/Specs <input checked="" type="checkbox"/> Drawing(s) <input checked="" type="checkbox"/> Sample(s) 7. _____ Bidders must show manufacturer's name and model number for each line item offered 8. _____ Bidders to furnish specifications and complete descriptive literature with bid if offering substitute or alternate item. Bidder is cautioned to carefully read the instructions and the terms and conditions on the attached sheets. Failure to adhere to these instructions and terms and conditions may result in rejection of bid.	Address: _____ _____ _____ City State Zip Telephone FAX TIIN (Tax ID Number) or SSN (Social Security Number) _____ For Delivery in <u>120 Days after Bid Award</u> BID TOTAL <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span>

INSTRUCTIONS – See any attached sheets for additional terms, conditions, and specifications.

- 1) Quotes containing provisions for late or interest charges will not be considered. Removed or strike through any reference to these types of provisions on forms, and to initial the changes prior to submitting a response.
- 2) All responses will be considered F.O.B. Destination. Otherwise, freight charges must be separately stated in the bid for either the exact or a "shall not exceed" amount.
- 3) Each bidder shall place the bid Closing Time, Date, and the bid Number on the outside of the envelope containing the bid or fax coversheet. This information can be found in the upper left corner of this page. Failure to include the information could delay receipt and cause the bid to not be considered for evaluation or award.
- 4) Payment discounts from one (1) percent up to five (5) percent, for payment in no less than thirty (30) days, will be considered for the purposes of evaluation. All discounts will be taken when earned based on either the date of delivery and acceptance of the complete line item or the invoice date, whichever is later. Prices quoted must be based upon payment not sooner than thirty days or the quote may be considered non-responsive.
- 5) Only one bid form may be sent in an envelope. Any alternates offered for consideration are to be listed on the single bid. If you are quoting on more than one bid Number, a separate envelope must be used for each Number.

**The following statement must be signed at the time bids are submitted. Failure to sign this statement will render bid invalid.**

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the bidder."

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_ Email Address: \_\_\_\_\_

## **GENERAL CONDITIONS**

### **PURPOSE**

1. The purpose and intention of this invitation to bid issued by the Douglas County Purchasing Department is to afford all suppliers an equal opportunity to bid on all operating supplies, services, equipment, maintenance and repairs that are listed in the accompanying documents.

### **SPECIFICATIONS**

2. Whenever standard Douglas County specifications are specified in any invitation to bid, or request for proposal, all bidders must comply with these specifications. Specifications other than standard specifications are to be considered as setting a standard of quality suitable to permit competition and at the same time protect the integrity of the purchasing process. It is the overall intent of the specifications to insure that the minimum needs of the County are met.

Brand or trade names used herein are intended to establish quality standards, and are not intended to limit or eliminate competition.

The County does reserve the right to specify that particular specifications be strictly adhered to, and brand or trade names not be substituted.

### **PURCHASING POLICY**

3. All bidders are hereby put on notice that, in all purchasing and related activities, the Douglas County Purchasing Department shall pursue a policy of securing the greatest possible economy consistent with grades of quality of supplies and services that are adapted to the purpose for which they are required.

### **AWARD OF CONTRACT**

4. The award of all contracts will be made in conformity with the above purchasing policy. Douglas County reserves the right to award items separately, grouped or on an "all or none" basis and to reject any or all bids and waive all informalities.

### **PRICING**

5. All prices should be quoted in the unit of measure as required and shall be firm until bid is awarded unless otherwise specified.

### **CANCELLATION OF CONTRACT**

6. In any of the following cases the Purchasing Department has the right to cancel any contract entered into under these Purchasing Rules and Regulations;

- a. Breach of Contract;
- b. In the event the contractor fails to furnish a satisfactory performance bond within the time specified, when such bond is required;
- c. Failure of the contractor to make delivery within the time specified in the contract;
- d. In the event any commodity of equipment is rejected for failure to meet specifications, non-conformity with sample or the items are not in good condition when delivered;
- e. Wherever the contractor is guilty of misrepresentation; i.e., misbranding of food or drugs;
- f. Wherever the contract was obtained by fraud, collusion, conspiracy or other unlawful means, or the contract conflicts with any statutory and constitutional provision of the State of Georgia or the United States; or
- g. Wherever Douglas County deems that a cancellation is in the best interest of the County provided that the Vendor be notified of such cancellation prior to production and/or shipment.

### **PERFORMANCE BONDS**

7. Douglas County reserves the right to require a performance bond on all awards over \$1,000.00.

### **NON PERFORMANCE**

8. In the event contractor fails to perform in accordance with the specifications, the contractor will be deemed to be in default. The Purchasing authority shall notify the contractor verbally and in writing of incidence of nonperformance. If the contractor fails to perform in accordance with the contract specifications, within five (5) days after notice, as provided herein, the Purchasing Manager shall take appropriate action including but not limited to contract cancellation, collection proceedings, suspension or disbarment.

### **SUBSTITUTIONS**

9. If bidding other than specified in the bid proposal, state brand, model number and submit illustrations and descriptive literature with bid in order that quality, suitability, and compliance with the specifications may be determined. Failure to do so may cause your bid to be disqualified.

### **DISCOUNTS**

10. Discounts will be considered when making an award.

### **QUANTITIES**

11. Douglas County reserves the right to increase or decrease the quantity as necessary at the same prices and terms stated in sellers bid proposal.

**DELIVERY**

12. All deliveries shall be F.O.B. Douglas County, Georgia. If the vendor fails to make delivery within a satisfactory time, Douglas County reserves the right to cancel the item and to purchase elsewhere charging the re-procurement costs, i.e., increase in price, cost of handling (if any), to the original vendor making the unsatisfactory, late or non-delivery cause for cancellation.

**PAYMENT**

13. Payments will not be made in advance. Payments will be made after satisfactory delivery and acceptance by Douglas County for goods and/or services based on the actual quantities installed and unit prices submitted on the Bid Form. This supersedes any Payment/Unit Price included in the bid documents and specifications.

**BID RESPONSE**

14. Bids should be submitted on the forms provided for this purpose and should be filled out with ink or typewritten and signed in ink. Do not erase, correct or white over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each one should be initialed. Failure to comply with these requirements may cause your bid to be disqualified.

**CONTRACTUAL SERVICES**

15. At the option of Douglas County and acceptance by the contractor this contract may be extended for two (2) additional twelve (12) month periods not to exceed 36 months at the same terms and prices.

**INSURANCE**

16. For general contracting exposure.

**A) INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. The Contractor and Subcontractors shall secure and maintain during the life of this contract Worker's Compensation Insurance for all of their employees employed at the site of any Douglas County project, at statutory limits. The Employer's Liability shall have limits not less than \$500,000.
2. Comprehensive General Liability Insurance – shall be in limits no less than \$1,000,000 combined single limit per occurrence for aggregate or property damage. Property damage insurance shall be in broad form including complete operations.
3. Automobile liability coverage for owned, non-owned and hired. Such insurance shall be in limits no less than \$1,000,000 combined single limit per occurrence.
4. Professional liability shall be in limits no less than \$2,000,000 each claim made, and annual aggregate of \$3,000,000

#### **B) OTHER INSURANCE PROVISIONS**

##### 1. General Liability, and Automobile Liability insurance

- A. The Owner and its officers, officials, employees and volunteers are to be covered as additional insured's with regards to any liability arising out of activities performed by or on behalf of the Contractor.
- B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.
- C. The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Douglas County and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ninety (90) days' prior written notice by certified mail, return receipt requested, has been given to the Owner, Douglas County, Georgia, in care of the Douglas County Purchasing Department.

#### **C) ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or otherwise acceptable to the Owner.

**D) VERIFICATION OF COVERAGE.**

Contractor shall furnish Douglas County with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. Douglas County further reserves the right to require complete, certified copies of all required insurance policies at any time.

**E) SUBCONTRACTORS**

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Douglas County may request evidence of subcontractor's insurance at any time.

**LOCAL PREFERENCE**

17. Douglas County Board of Commissioners has approved the utilization of a local county preference to the Douglas County Code of Ordinance. The local preference may be used and allows for a local firm to be awarded the bid when not the lowest bidder, if the lowest bid is within 3% of the local company's bid amount, except for construction services, and road project expected to exceed \$20,000, which will be subject to Georgia State law. If all bidders are local firms, this section does not apply.

**INDEMNIFICATION AND GENERAL CONSTRUCTION TERMS**

18. The contractor hereby agrees to protect, defend, indemnify and hold the county and its merit and contract employees, agents and officers free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the county arising in favor of any party.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at the sole expense of the contractor. Contractor also agrees to bear all other costs and expenses related, thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or the county or to enlarge in any way the contractor's liability but is intended solely to provide indemnification of the county from liability for property damage, property loss, personal injury, bodily injury or death to the contractors, the contractor's employees or any third persons or property arising from the contractor's performance hereunder.

The contractor agrees to keep informed and comply with all Federal, State, and local laws, policies, regulations, ordinances and codes, but not limited to, the contractor's duty to provide a safe work environment and road conditions for the contractor's employees, subcontractors, county employees and third parties. This provision confers all safety responsibility, to include but not limited to, knowledge of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Highway Signs (SHS), Utility Accommodation Policy and Standards Manual, safety management, human resource management, and traffic management as it relates to all methods and forms of employee hiring and retention, safety signage, fall prevention, warning devices, safety barricades, safety fencing, work zone flaggers, scaffolding, motorist and pedestrian road and sidewalk detour direction and all other regulated safety requirements for the duration of The Work as is necessary to provide for the health and safety of the Contractor's employees, subcontractors, county employees, pedestrians, motorists and all third parties. Where and when applicable, warning devices shall be placed prior to the commencement of any road improvement work on any roads and shall remain in place until the conclusion of all Work.

#### **GEORGIA SECURITY AND IMMIGRATION ACT OF 2006**

19. As of July 1, 2007, all contracts with Douglas County must have a certification from the Contractor that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with the County to execute the Contractor Affidavit and Agreement. If subcontractors are engaged, they are required to execute the Subcontractor Affidavit. These affidavits are available to download from the Douglas County Purchasing Department website, located at [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com), or may be attached for your convenience in compliance with this requirement.

#### **DISPUTE RESOLUTION**

20. The jurisdiction and venue of any dispute arising out of this agreement shall lie with in the Superior Court of Douglas County, Georgia, and the governing law shall be the law of the state of Georgia.