

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

June 26, 2018

Subject: Douglas County, Georgia, Board of Commissioners  
Invitation to Bid – Pumper Truck-Fire Apparatus  
Solicitation 18-015

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering the Pumper Truck for the Douglas County Fire Department, Douglas County Georgia.

Your sealed bid, one (1) original unbound and four (4) bound copies, in response to this invitation are **due August 3, 2018 no later than 2:00 pm ET. The Bid Opening will be held on August 3, 2018 at 2:00 pm ET** at the Douglas County Courthouse, Purchasing Department Bid Opening Room, Third Floor, 8700 Hospital Drive, Douglasville, Georgia 30134. 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 – PUMPER TRUCK – Solicitation 18-015, August 3, 2018"**.

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

Sincerely,

A handwritten signature in black ink that reads "Bill C. Peacock".

Bill C. Peacock  
Purchasing Director

Attachments

**Douglas County Board of Commissioners  
Purchasing Department  
June 26, 2018**

**INVITATION TO BID  
PUMPER TRUCK – FIRE APPARATUS  
SOLICITATION 18-015**

The Douglas County Board of Commissioners is seeking bids from qualified firms to deliver a new Fire Apparatus (Pumper Truck), meeting our minimum specifications for the Douglas County Fire Department, Douglasville, Georgia. All items are to be factory installed unless otherwise indicated in the specifications. The custom cab and chassis will be provided by the body manufacturer and must meet the most current edition (2009) of the NFPA 1901, including amendments.

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 or on the Douglas County website, [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com) under the Purchasing Department.

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 four (4) copies** of the bids may be mailed or hand delivered to the Purchasing Director's Office no later than **2:00 p.m., Friday, August 3, 2018**, so they may be included among those read at the Douglas County Courthouse. Each response should be marked: **"Sealed Bid – Pumper Truck, Solicitation 18-015, 8/3/2018"**.

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.

## **PLATFORM SPECIFICATIONS**

### **DELIVERY**

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

### **MANUAL AND SERVICE INFORMATION**

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

### **SAFETY VIDEO**

At the time of delivery the manufacturer will also provide one (1) professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

### **SERVICE AND WARRANTY SUPPORT**

Dealership support will be provided by an authorized service center. The service center will have factory-trained mechanics on staff versed in manufacturer's fire apparatus. The service facility will be located within seventy-five (75) miles of the fire department.

Information regarding your specific apparatus as well as the opportunity to register for training classes shall be provided.

### **NFPA STANDARDS**

This unit will comply with the NFPA standards except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, which is qualified to witness and certify test results.

### **NFPA COMPLIANCY**

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of manufacturer. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

## **VEHICLE INSPECTION PROGRAM CERTIFICATION**

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

## **INSPECTION CERTIFICATE**

A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly.

Visual structural inspections will be performed on all welds on both aluminum and steel ladders.

On critical weld areas, or on any suspected defective area, the following tests will be conducted:

- Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device.
- A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device.
- Ultrasonic inspection will be conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components.

In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit.

A manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

## **GENERATOR TEST**

If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery.

## **BREATHING AIR TEST**

If the unit has breathing air, the manufacture will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

### **INSPECTION TRIP(S)**

The bidder will provide two (2) factory inspection trip(s) for three (3) customer representatives. The inspection trips will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

### **APPROVAL DRAWING**

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by the manufacture to the purchaser showing any changes made to the approval drawing.

### **DRAWING, PRELIMINARY LAYOUT, PUMP OPERATOR'S PANEL**

A detailed drawing, to scale, of the pump operator's panel will be provided for the purpose of illustrating the standard location(s) of controls and discharges on the pump operator's panel. The drawing will not be meant as an approval, or final construction drawing, rather it will be used as an illustration drawing of a standard panel layout. This drawing will include all of the gauges and controls located on the pump operator's panel.

### **ELECTRICAL WIRING DIAGRAMS**

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

### **Minimum Base Specifications**

#### **CHASSIS**

- a. 110,000 psi heat treated steel frame rail system
- b. Heavy gauge reinforced painted steel (red) 16" to 24" extended front bumper with aluminum diamond plate gravel shield, 1-3/4 front jump line enclosed compartment in center of front bumper to hold minimum 100' of 1-3/4 Double-Jacketed fire hose or equivalent with 1-3/4 pipe with discharge with drain
- c. Tow hooks or eyes front and rear attached to the frame
- d. 20,000 pound minimum front axle, suspension, tubeless radial tires, black painted steel wheels with hub and lug trim package
- e. 24,000 pound minimum rear axle, suspension, tubeless radial tires, polished aluminum or steel wheels with hub and lug trim package
- f. Front and rear mud flaps
- g. NFPA 1901 Chapter 4.15.3 top speed rating requirement
- h. S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters, four (4) wheel disc brakes preferred
- i. Manufacturer's standards compressor with access for airing tires etc. with hose and chuck
- j. Minimum 5000 cubic inch air reservoir capacity
- k. Air dryer, color coded air lines, turn drain valves on reservoirs
- l. ABS brakes
- m. Power steering with tilt/telescopic wheel

- n. Vehicle data recorder (VDR) in compliance with Chapter 4.11 with required software meeting NFPA 19014.11.8
- o. Electronic Stability Control shall be provided in compliance with NFPA 1901 Chapter 4.13.1.2 if the manufacturer cannot comply with Chapters 4.13.1.1 through 4.13.1.1.3.2.
- p. Tire pressure monitoring system meeting NFPA 19014.13.4

### POWER TRAIN

- a. Turbocharged diesel engine with a minimum 450 horsepower and 1450 ft. lbs. torque rating
- b. Engine exhaust at front of right rear wheels
- c. Secondary braking (Engine Retarder Jake Brake)
- d. Engine manufacturer's statement of engine installation approval with approved cooling system
- e. Drivelines to meet engine torque rating
- f. Silicone coolant hoses with constant torque clamps
- g. EVS 4000 preferred (an EVC 3000 or equivalent automatic transmission accepted)
- h. 50 gallon minimum fuel tank
- i. OEM oil, fuel, transmission filters

### CAB

- a. Extended length tilt cab (minimum 65' from center of front axle to rear of cab) with minimum 10" raised rear roof meeting NFPA 1901 Chapter 14.3.2 preferred
- b. Seating for minimum of five. Two SCBA seats with SCBA brackets, 2 jump style seats with air pack brackets. Air ride driver seat. All seats must meet current NFPA 1901 Standard.
- c. All riding positions to have 3-point seat belts per Chapter 14, all seats shall be equipped with seat belt/occupant detection/warning system per NFPA 1901 Chapter 14
- d. Electric over hydraulic cab tilt with manual back-up
- e. Two tone cab paint finish (white over red {Shades of red and white TBD by Douglas County}) with 10 year paint warranty pro-rated
- f. Air conditioning and heating
- g. Ramco 6001 FFR remote controlled mirrors with 2" extensions (from driver's position) with separate flat and convex sections
- h. DOT compliant LED headlights with LED marker and clearance lights
- i. LED forward facing turn signal and warning lights
- j. LED cornering turn and warning lights
- k. Minimum four dome lights with red and clear bulbs
- l. Minimum four under cab step lights
- m. Cab and compartment door ajar light and buzzer
- n. One engine compartment light
- o. Color-coded and function coded wiring
- p. Minimum 320-amp alternator
- q. Minimum four 750 CCA batteries
- r. Load manager with automatic high idle function
- s. Dual air horns with dual in-cab controls (driver/officer and pump panel switch)
- t. An auto-eject shoreline charging system with a 20 AMP circuit shall be installed as part of the unit electrical system.
- u. Medical cabinet in place of one rear-facing seat with keyed roll up style door placed on the Driver/Operator side

## EMERGENCY LIGHTING AND SIRENS

- a. NFPA LED compliant lighting package, upper and lower
- b. Warning light package (Whelen 900 series LED)
- c. 72" eight(8) LED modules Light Bar center front of cab roof
- d. Two 21" four (4) LED modules Light Bars each side front of cab roof
- e. Four 900 series 2 on each side at cab upper and lower
- f. Four 900 series 2 on top of each side (front and back of body)
- g. Four 900 series 2 on top and bottom of each side of rear
- h. Two red, two white warning in front of cab (in grill area)
- i. Two wig-wag headlights on each side
- j. Two Red LED over rear wheels on body
- k. Siren/PA - 200 watt system, dual Speakers in front bumper (driver and officer control)
- l. Federal Q (driver and officer control)
- m. Two 100-watt siren speakers in front bumper
- n. Two rear deck lights
- o. 12 Volt LED scene light package
- p. Brow light in front of cab
- q. Two top of cab, one on each side
- r. Four 2 on each side of body on highest point
- s. Two 1 on each side of rear at highest point
- t. Two 1000 watt telescoping lights to be mounted to rear of cab on each side
- u. If the 12 volt LED lighting is not offered than a 8KW Hydraulic Generator will be required

## BODY

- a. The following construction types are acceptable
  - Extruded aluminum
  - Formed aluminum
  - Formed galvanized steel
  - Formed stainless steel
- b. Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- c. Back up alarm and back up camera with monitor
- d. Internal ladder storage compartment right rear of body, to hold NFPA complement of ground ladders and two pike poles and two backboards
- e. Hose bed with hose restraints to be NFPA compliant' including two adjustable dividers' minimum hose bed size of 1000' of LDH, 400' of 3" hose. Bottom of hose bed must be less than 80" from the ground. Must include hose bed cover with access to the fill tower to meet current standards NFPA 1901
- f. Steps and handrails for climbing from ground to hose bed both rear and on each side - bidders to state exact design
- g. Lights at each step
- h. LED stop/turn/back up lights
- i. LED DOT clearance and marker lights
- j. LED license plate light
- k. Minimum of 4 SCBA bottle storage compartments in rear wheel wells with restraint straps
- l. Rub rail along each side of body with reflective stripe in rub rail
- m. Running boards at each pump panel with a recessed hose well capable of storing 40' x 5" LDH squirrel tails, with hose restraint strap in Driver and passenger side running board
- n. Brushed stainless steel or black non-glare aluminum pump panels
- o. Hose bed lighting must be provided per NFPA 1901 Chapter 13.10.2

- p. Minimum 4' reflective stripe on cab and body, chevron striping on rear of body per NFPA 1901 (to match current DCFD color scheme)
- q. Ground Ladder Equipment package: One 10' folding attic ladder, one 14' roof ladder, one 24' 2-section extension ladder, two 10' pike poles

## PUMP

- a. 1500 GPM drive shaft driven split shaft pump with side mount pump panel per NFPA 1901 Chapter 16
- b. One 3" deck gun discharge with deck gun (make and model TBD by Douglas County)
- c. Four 2 1/2" discharge outlets (includes two on drivers side pump panel, one on passenger side pump panel and one rear 2 1/2" discharge)
- d. Two 2.5" suction inlets on left driver's side pump panel
- e. Two 2.5" suction inlets on right pump panel (Minimum 2 preferred)
- f. Two 6" steamer inlets with caps
- g. One piston valve intake with steamer to 5" storz (preferably Harrington)
- h. Discharge and inlet pressure reliefs or TPG control system
- i. Two 1.75" cross lays with 2" piping
- j. One 2 1/2" cross lay (beside 1 1/2" preconnect) or one 2 1/2" preconnect in hose bed (if in rear hose bed rear preconnect must be on same side 2 1/2" discharge is on and have a divider)
- k. One 3" tank to pump line
- l. One Booster reel with electric rewind motor and 200' of 1" rubber jacketed hose
- m. One 2" tank fill line
- n. 30 degrees turn downs on all 2-1/2" or larger discharges {chrome}
- o. Anti- vibration gauges
- p. Color coded pump panel tags
- q. Stainless steel plumbing with 10-year warranty
- r. One 4" discharge, right side pump panel, hand wheel control with 5" discharge valve and piping
- s. Hose bed to carry one thousand foot of LDH 400' of 3" (bottom of hose bed no higher than 80" from the ground)

## WATER TANK

- a. 750 or greater gallon rectangular tank (U.S.) poly Minimum (not to exceed 1000 gallons)
- b. Lifetime warranty
- c. 12" x 12" fill tower

## COMPARTMENTS

### *Driver Side Body*

Three full height, full depth, rescue style compartments with painted interior finish and turtle tile or equivalent flooring. All three compartments must have exterior painted finish rollup doors

- a. Front most compartment with two adjustable shelves
- b. Center compartment over wheel well, no shelves
- c. Rear compartment one adjustable shelf and slide-out tray

Passenger Side Body

Three full height, full depth, rescue style compartments with painted interior finish and turtle tile or equivalent flooring. All three compartments must have exterior painted finish rollup doors

- a. Front most compartment with two adjustable shelves
- b. Center compartment over wheel well, no shelves
- c. Rear compartment one adjustable shelf and slide-out tray

Rear Side Body

One full height, full depth, rescue style compartments with painted interior finish and turtle tile or equivalent flooring. Compartment must have aluminum finish rollup doors

- a. One adjustable shelf

**Compartment Lighting must meet NFPA 1901 Chapter 13.10.5 (LED Strip Lighting Preferred)**

Lettering

- a. Unit will be lettered to match current Douglas County Fire Apparatus
- b. Four slides in style number brackets with blanks shall be provided. Location and color TBD by customer (Number has to be assigned prior to delivery by customer). Number plates shall be 10 ¾ W x 11” tall

Communication equipment

- a. Motorola 800 radio to meet these specs:

Model	Description
M37TSS9PW1 N	APX8500 ALL BAND MID POWER
G806	ADD: ASTRO DIGITAL CAI OPERATION
G51	ADD: SMARTZONE OPERATION
G361	ADD: P25 9600 BAUD TRUNKING
GA00580	ADD: TDMA OPERATION
G442	ADD: O5 CONTROL HEAD
G444	ADD: APX CONTROL HEAD SOFTWARE
G67	ADD: REMOTE MOUNT MID POWER
GA01513AA	ADD: All BAND ANTENNA (7/8,V, U) 740-870
GA00250	ADD: GPS ANTENNA NEEDED (WIFI/GNSS FLEX CABLE)
W20	ADD: KEYPAD MIC GCAI
B18	ADD: AUXILARY SPKR 7.5 WATT
G996	ENH: OVER THE AIR PROVISIONING
QA03399	ENH: ENHANCED DATA
GA01515	ADD: J600 ADAPTER CABLE
GA00318	ADD: 5 YEAR SERVICE FROM THE START LITE

- b. Dave Clark intercom and headsets
  - a. Series 9900 Wireless Intercom System with Wireless Headset-Mic
  - b. Model No. H9940 (Part No. 40991G-01)

## **WARRANTY**

- a. 1 year to bumper mechanical, excluding normal wear and tear items
- b. 10-year cab and body structural
- c. 10-year paint pro-rated
- d. 10-year corrosion perforation on cab and body
- e. Lifetime frame warranty
- f. 2-year axle warranty
- g. 5-year engine warranty
- h. 5-year transmission warranty
- i. 5-year fire pump warranty
- j. Lifetime booster tank

**BID FORM**

Solicitation 18-015  
Pumper Truck – Fire Apparatus

BIDDERS' COMPANY NAME \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

Based on the information and specifications given, bidders are to indicate pricing:

\$ \_\_\_\_\_ Total Price Bid Amount

Manufacturer's Name, Model and Year of Equipment:

\_\_\_\_\_

Delivery Date: \_\_\_\_\_

(Indicate Delivery in Number of Calendar Days)

Sellers qualified representatives to conduct training of County Personnel, on the proper use of the new Pumper Truck.

Cost of Training: \_\_\_\_\_

Warranty Cost: \_\_\_\_\_

List any other additional costs associated with this project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **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.