

Department of Purchasing and Contracting

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

June 17, 2024

INVITATION TO BID (ITB) NO. 24-101671

FOR

ELECTRICAL SWITCHGEAR INSPECTION AND REPAIR (ANNUAL CONTRACT WITH 2 OPTIONS TO RENEW)

DEKALB COUNTY, GEORGIA

Procurement Agent: Email: Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the	Tiffany Reid <u>tmreid@dekalbcountyga.gov</u> June 26, 2024, or July 3, 2024 (Meetings are held at 10:00 a.m. and 2:00 p.m.)		
dates listed in person or via video conference.)	For attendance instructions, utilize the following link: <u>https://www.dekalbcountyga.gov/purchasing-</u> <u>contracting/general-information</u>		
Site Visit (Mandatory) Deadline for Submission of Questions:	June 24, 2024, 9:00 A.M. (Location: Pole Bridge Advanced Wastewater Treatment Plant, 4664 Flatbridge Road, Stonecrest, Georgia 30038) June 24, 2024, 11:30 A.M. (Location: Snapfinger Water Treatment Facility, 4224 Flakes Mill Road, Decatur, GA 30034) <u>and</u> June 25, 2024, 9:00 A.M. (Location: Scott Candler Filter Plant, 4380 Winters Chapel Road, Atlanta, GA 30360) 5:00 P.M. ET, July 9, 2024		
Bid Opening:	3:00 P.M. ET, July 24, 2024 Via Zoom: <u>https://dekalbcountyga.zoom.us/j/83246371495</u>		
Price Schedule Opening: Validity of Bid:	3 – 5 Business days after Bid Opening 120 Days		
FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print):	TELEPHONE AND FAX NUMBERS WITH AREA CODE: Phone:		
Federal Tax ID No.	E-mail:		

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

RESPONSIBILITY OF THE BIDDER.

TO SIGN BID AND DATE:

ARE YOU A DEKALB COUNTY FIRM? Yes _____ No _

SIGNATURE OF PERSON AUTHORIZED

SIGNER'S NAME AND TITLE (Type of Print):

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INVITATION TO BID NO. 24-101671

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INVITATION TO BID OVERVIEW

A. **PURPOSE:**

DeKalb County Government (the County) is soliciting bids for ITB No. 24-101671 Electrical Switchgear Inspection and Repair (Annual Contract with 2 Options to Renew) from responsible contractors.

B. GENERAL INFORMATION:

1. <u>BID TIMETABLE:</u>

The anticipated schedule for the bid process is as follows:

Date Issued:	June 17, 2024
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	June 26, 2024, or July 3, 2024 For attendance instructions utilize the following link: <u>https://www.dekalbcountyga.gov/purchasing- contracting/general-information</u> (Meetings are held at 10:00 a.m. and 2:00 p.m.)
Site Visit (Mandatory)	June 24, 2024, 9:00 A.M. (Location: Pole Bridge Advanced Wastewater Treatment Plant, 4664 Flatbridge Road, Stonecrest, Georgia 30038) June 24, 2024, 11:30 A.M. (Location: Snapfinger Water Treatment Facility, 4224 Flakes Mill Road, Decatur, GA 30034) <u>and</u> June 25, 2024, 9:00 A.M. (Location: Scott Candler Filter Plant, 4380 Winters Chapel Road, Atlanta, GA 30360)
Deadline for Submission of Questions:	5:00 P.M. ET, July 9, 2024
Bid Opening:	3:00 P.M. ET, July 24, 2024 Via Zoom: <u>https://dekalbcountyga.zoom.us/j/83246371495</u>
Price Schedule Opening: Bids Valid Until:	3 – 5 Business days after Bid OpeningBids shall be valid for 120 days from and including the bid opening date.

2. <u>CONTACT PERSON:</u>

The contact person for this bid is **Tiffany Reid**, **Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via email at <u>tmreid@dekalbcountyga.gov</u>. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the

above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. <u>QUESTIONS</u>:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., <u>must be requested in writing</u> 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, 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 <u>will</u> be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. Questions must be submitted no later than 5:00 pm EST on July 9, 2024.

4. ADDITIONAL INFORMATION/ADDENDA:

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

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INVITATION TO BID PROCEDURES

A. BIDDER INFORMATION:

1. FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.

- 2. FAILURE TO RETURN ALL PAGES OF THIS INVITATION TO BID MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.
- 3. The *Minimum Specifications* are intended to be fair and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
- 4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- 5. By submitting a bid, the Bidder warrants that any good or service supplied to DeKalb County Government meets or exceeds the specifications set forth in this solicitation.
- 6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract, and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
- 7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
- 8. <u>Bid Withdrawal</u>

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

9. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by the Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

- 10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
- 11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

12. Federal Work Authorization

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

13. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at http://www.dekalbcountyga.gov/purchasing/.
- b. It is <u>required</u> that all responding Bidders attend the mandatory LSBE meeting within twoweeks of the solicitation's advertisement, and comply with, complete and submit all LSBE forms with the Bidder's response in order to be responsive to the bid. Attendance via video conference and/or teleconference. Instructions for attendance via video conference can be found on the County's website at <u>https://www.dekalbcountyga.gov/purchasing-contracting/generalinformation</u>.
- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at <u>DeKalbFirstLSBE@dekalbcountyga.gov</u>.

14. First Source Jobs Information

- a. The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.
- b. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at <u>www.dekalbcountyga.gov/workforce-center/welcome-workforce-development</u> or 404-687-3400.

15. Attention to General Terms and Conditions

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

16. <u>Required Signatures</u>

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

- 17. Ethics Rules
 - a. Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed pursuant to these policies and rules.
 - b. To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County,

the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

18. Business and Professional Licenses

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

B. BID SUBMITTAL:

- 1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should make initial corrections in ink.
- 2. Bidders shall complete and submit Attachment A Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
- 3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
- 4. Bids must be submitted in a sealed envelope(s) or box(s) with the Bidder's name and "ITB No. 24-101671 Electrical Switchgear Inspection and Repair (Annual Contract with 2 Options to Renew)" on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(s) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. CONTRACT AWARD:

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

GENERAL TERMS AND CONDITIONS

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

C. DELIVERY:

Delivery of services or goods will commence within Insert delivery requirements in five (5) calendar days upon request.

Bidder state agreement:	Yes	No
Contact Person:		
Telephone Number:		_ Cellular Phone Number:
Address:		
Alternate delivery time may be delivery or services below.	e considered p	provided it is so stated. Bidder state alternate terms for

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

D. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

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

E. FOREIGN PRODUCTS:

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

Yes ____ No ____

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

F. COUNTY REQUIREMENT:

The contract will be an "Indefinite Quantity" type with County requirements to be satisfied on an "as ordered" basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

G. WARRANTY AND/OR GUARANTY:

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

H. SAMPLES & TESTING:

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

I. LITERATURE:

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

J. 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.

K. CONTRACT PURCHASE AGREEMENT:

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

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

- 1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and/or bid rejection.
- 2. <u>Price Reductions:</u> If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
 - To Contractor's customers.
 - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph M. Pricing as stated within the ITB.

3. <u>Price Escalation Clause</u>: Prices shall remain firm for the first full twelve (12) months of the awarded contract. During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect <u>only after receipt and approval by the Director of the Department of Purchasing and Contracting</u>. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the

Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.

- 4. <u>By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies</u> 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.

N. PAYMENT:

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

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

- 2. Invoice(s) must be submitted as follows:
 - a. Original invoice(s) must be submitted

Accounts Payable DeKalb County Department of Finance 1300 Commerce Drive, 3rd Floor Decatur, GA 30030

b. A copy of the original invoice(s) must be submitted to the department requesting services.

DeKalb County Department of Watershed Management Attn: Kenneth Gobin <u>khgobin@dekalbcountyga.gov</u> 4124 Flakes Mill Rd Decatur, GA 30034

- c. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at <u>www.dekalblsbe.info</u>. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at <u>www.dekalblsbe.info</u>.
- 3. The County's official <u>payment terms are Net 30</u>. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

O. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

P. ADDITIONAL WORK:

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

Q. OWNERSHIP OF DOCUMENTS:

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

R. RIGHT TO AUDIT:

- 1. The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.
- 2. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

S. SUCCESSORS AND ASSIGNS:

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

T. REVIEWS AND ACCEPTANCE:

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

U. TERMINATION OF AGREEMENT:

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

V. INDEMNIFICATION AGREEMENT:

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

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

W. INSURANCE:

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - a. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - i. Employer's liability insurance by accident, each accident \$1,000,000
 - ii. Employer's liability insurance by disease, policy limit \$1,000,000
 - iii. Employer's liability insurance by disease, each employee \$1,000,000
 - b. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - c. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - d. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - e. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not

less than the following:

\$5,000,000 per occurrence \$5,000,000 aggregate

- 2. Additional Insured Requirement:
 - a. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - b. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - c. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- 3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
- 4. Certificates of Insurance must be executed in accordance with the following provisions:
 - a. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - b. Certificates to contain the location and operations to which the insurance applies;
 - c. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - d. Certificates to contain Contractor's contractual liability insurance coverage;
 - e. Certificates are to be **<u>issued</u>** to:

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

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

- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- 10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

X. GEORGIA LAWS GOVERN:

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

Y. VENUE:

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

Z. COUNTY REPRESENTATIVE:

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

AA. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

BB. SOLE AGREEMENT:

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

CC. SEVERABILITY:

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

DD. NOTICES:

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

If to the County:	Chief Procurement Officer
	Department of Purchasing and Contracting
	Maloof Administration Building
	1300 Commerce Drive, 2 nd Floor
	Decatur, Georgia 30030

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

EE. GEORGIA OPEN RECORDS ACT:

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

FF. COOPERATIVE AGREEMENT

DeKalb County supports cooperative procurement allowing public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. In certain, limited circumstances, the County may choose to make the same pricing structures, terms and conditions agreed to under this solicitation available to other public procurement entities. Bidders shall indicate below whether they shall agree to allow other entities to piggy-back off the agreement resulting from this solicitation. Inclusion as a piggy-back contract is not mandatory, may be based on specific contract terms, and will have no bearing on the contract award.

Agree to extend to other public procurement entities: Yes ____ No ____

[END OF GENERAL TERMS AND CONDITIONS]

MINIMUM SPECIFICATIONS

A. <u>SCOPE OF WORK</u>

- 1. The vendor shall furnish inspection, analysis, calibration, cleaning and coordination of all metal-clad switchgear, contactors, motor control centers, load-break switches, motors, generators, vacuum breakers, power & distribution substations, transformers, load centers and lighting panel boards for electrical switchgear and scan equipment and related electrical appliances, up to and including medium voltage, at various locations throughout DeKalb County.
- 2. The primary locations that will require service are the Scott Candler Filter Plant and the Snapfinger Water Treatment Plant. The additional locations are stated on pages 34 36.
- 3. The vendor shall provide all insurance, transportation, materials, supplies, parts, test equipment, instrumentation, apparatus, tools, supervision, labor, engineering, technical knowledge, skills, and all components necessary to repair switchgear and conduct scans.
- 4. The vendor shall repair any problems discovered during a routine inspection and in emergency situations.
- 5. Test parameters will come from the Original Equipment Manufacturer's maintenance and installation manuals, the following specifications and from the most current International Electrical Testing Association Standard.
- 6. The inspection results shall be documented and presented in a detailed report at the conclusion of each inspection to the designated staff member at each DeKalb County facility.
- 7. Inspections shall take place a minimum of one (1) time per year at the discretion of an authorized DeKalb County representative.
- 8. Work Schedule
 - a. The normal daytime hours will vary between departments as follows:
 - i. County administration works from 8:30 a.m. to 5:00 p.m., Monday through Friday.
 - ii. Water and sewer administration operates from 8:00 am to 4:30 p.m., Monday through Friday.
 - iii. Water production and treatment facilities operate 24 hours, seven (7) days per week, with personnel on duty.
 - b. Emergency repairs are repairs that take place outside of normal business hours or when an incident occurs that threatens the immediate health and welfare of DeKalb County citizens or employees.
 - c. The vendor shall coordinate all work so that DeKalb County's ability to service the public is not adversely impacted.
 - d. Work shall not interfere with the receiving of chemical shipments, operating materials and supplies; nor will the inspections hinder the normal day-to-day operation of water production equipment operation.
 - e. SPECIAL NOTIFICATIONS: Vendor shall:
 - i. Notify appropriate personnel below to obtain permission to begin work.

- a. Scott Candler locations -Stephanie Clark
- b. Snapfinger locations-Carey Davis
- c. Pole Bridge locations -Joseph Spears
- ii. Receive written clearance from an authorized DeKalb County representative before taking any operating equipment out of service.
- iii. Schedule work at least 24 hours in advance when possible. Note: County service demands shall dictate work schedules.

B. QUALIFICATION REQUIREMENTS:

To be accepted for this contract, Bidders shall:

- 1. Have a minimum of twenty (20) years of experience in the inspection and repair of 4160 voltage metal-clad switchgear and specified electrical apparatus;
- 2. Furnish references and proof of competency from past jobs;
- 3. Only the Vendors who in the opinion of DeKalb County, are sufficiently experienced with the equipment listed, and are reputable, and who have an established business facility with labor force sufficient to satisfactorily perform the required work to completion will be considered.
- 4. Bidders not meeting these requirements will be rejected.

C. SITE CONDITIONS:

The vendor shall be responsible for:

- 1. Obeying each using facility's policies regarding use of parking spaces.
- 2. Maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies and parts shall be neatly stored in a designated area near the work site in full compliance with 1993 OSHA regulations.
- 3. Providing own toilet facilities and fresh drinking water at remote sites where such facilities are not available.
- 4. Vendor may have limited use of 120-volt single phase, 208 volt 3-phase 0r 230-volt 3-phase electric power, and water taps, where available.

D. MATERIALS, SERVICES AND/OR EQUIPMENT FURNISHED BY COUNTY

Items which are to be furnished by the County will be provided on a timely basis if possible, so as not to delay work; however, work to be done by a Vendor requiring services or parts provided by the County, shall not commence until Vendor has received all items that were to be supplied by the County, or until permission to start has been given by the County.

E. EXTRA WORK

- 1. In the event that extra work not specifically listed in either the SCHEDULE or minimum specifications is required, such work must be duly authorized in advance and in writing by the County at a fixed lump sum, based upon the time and materials prices bid, after the Vendor has provided:
 - a. A written and detailed cost breakdown;
 - b. Estimated completion time;

c. Justification for the work in question.

2. Verbal agreements between Vendor and County employees shall not be binding.

F. STANDARDS, PERMITS AND LICENSES

- 1. Vendor shall be financially responsible for obtaining all licenses and permits required to comply with any regulatory agency in order to perform work under these specifications.
- 2. Vendor shall be responsible for obtaining any permits or licenses required by the Federal Government, State of Georgia, or DeKalb County to perform work under these specifications.
- 3. Vendor shall provide inspections and maintenance repairs that conform to the most current National Electrical Testing Association (NETA) Standards and National Electrical Code (NEC).
- 4. All Safety regulations shall conform to current Occupational Health and Safety Act (OSHA) and National Institute for Occupational Safety and Health (NIOSH) requirements.
- 5. National Electrical Manufacturers Association (NEMA) Standards shall be used in lieu of European standards with regards to equipment and apparatus replacement.

G. ON-SITE PRE-BID INSPECTION

- 1. Bidders shall attend a mandatory site visit to the proposed listed service location prior to submitting bids.
- 2. Bidders shall familiarize themselves with the existing equipment types to be inspected and serviced, locations of the electrical equipment, and other details, which may affect bidding.
- 3. Drawings supplied by the County are assumed to be accurate; however, Bidder(s) is/are responsible for field checking all particulars, and familiarizing themselves with relevant circuits prior to bidding any work.

H. EQUIPMENT FURNISHED BY VENDOR

- 1. The vendor shall not substitute equipment with regards to manufacturer, if stated in the specifications.
- 2. When upgrading existing systems, equipment furnished shall achieve fit and function with equipment left in place.
- 3. In any case, the vendor shall provide DeKalb County with a fully functional and working system upon completion of the work.

1.0 MOTORS/GENERATORS AND THEIR CONTROLLERS, RELATED SWITCHGEAR, PROTECTIVE RELAYS/SOLID STATE PROTECTION MODULES, VACUUM CIRCUIT BREAKERS: (INCLUDING AUXILIARY RELAYS TIME-OVER CURRENT, TIME-OVER VOLTAGE, CURRENT DIFFERENTIAL, DIRECTIONAL OVERCORRECT, PHASE REVERSAL, GROUND FAULT AND PHASE LOSS), MEDIUM VOLTAGE LOAD BREAK SWITCHES, POWER SUB-STATIONS AND RELATED METAL-CLAD SWITCHGEAR, CIRCUIT BREAKERS, DISTRIBUTION TRANSFORMERS, PANEL POWER TRANSFORMERS AND POWER BUSSES:

SPECIAL NOTE: Electric motor and generator rewinding and repair *only*, are covered under a separate contract set aside for this specific purpose. Rewinding and repair of electric motors and generators shall be performed by other contract-approved vendors. Motor and generator inspection and testing only, are included as part of this contract. All other electrical

components and devices are to be repaired at the County's option under this contract, if found defective.

A. <u>GENERAL:</u>

Vendor shall:

- 1. Inspect, check calibration of solid-state modules, test state motor protection relays and modules, test conventional protective relays, check and tighten *all* electrical connections, note any discoloration of copper or silver-clad conductors, physically check and tighten all mechanical connectors, clean and polish fuse ferrules, check and adjust fuse clip tension, clean and remove dust, rust and corrosion.
- 2. Check conductors for mechanical damage and over-heating.
- 3. Lubricate parts as required, using a lubricant approved by the original equipment manufacturer for the specific purpose.
- 4. Ensure that circuit breakers are load tested to nameplate trip values.
- 5. Provide records of all test results.
- 6. Provide overall equipment condition reported to the County in written form after completion of the inspection cycle.
- 7. Report hazardous conditions immediately.

B. TESTING AND INSPECTION OF GENERATORS AND LARGE MOTORS

- 1. Vendor shall perform motor circuit evaluations of electric motors and generators to measure electric imbalances between the phases to assist in predicting equipment failure and high electrical use. Tests must be completed with power off. Vendor shall provide test data results in a tabular and graphical format for each electric motor and generator tested. Motor circuit evaluation shall indicate the severity of electrical imbalance, balance in percentage for resistance and inductance phase-to-phase, capacitance to ground measured in pico-Farads, resistance to ground measured in megohms and the estimated cost of power loss in dollars per year.
- 2. Motor circuit test instruments should require minimum operator interface with the tester and shall capture and store Resistance to Ground, Resistance Phase to Phase, Inductance Phase to Phase, and Capacitance to Ground values. Multiple pieces of test equipment may be used.
- 3. Analysts/technicians must be trained and knowledgeable in electric motor theory and test parameters and familiar with the types of equipment that will be inspected and tested. All electric test equipment must be calibrated at least one (1) time per year and be traceable to the National Institute of Standards and Technology (NIST). Vendor shall present proof of calibration certification upon request by the County.
- 4. During insulation testing, the motor/generator leads are to be disconnected at the controller and the device is to be tested by meggering the windings and leads on each phase. The device junction box cover is to be removed and the phase leads are to be checked for overheating. Thermal scans shall be taken <u>after</u> initial inspection cycle is completed to locate hot spots (see Section 4.0). Inspection plugs or plates to be removed from each end of all devices with babbitt sleeve bearings and the air gap checked for concentricity and results compared with previous inspection results. All peripheral wiring connections and heaters are to be checked,

cleaned and tightened. Dust and dirt are to be *vacuumed* from windings, brush holders, commutators and collector rings. Vendor shall not use compressed air. Brush tension is to be checked and adjusted to a range of $4\frac{1}{2}$ to 6 pounds or as required by the equipment manufacturer, as measured by a quality spring tension gauge. Each motor or generator shall be load tested and a check is to be made to determine both current and voltage unbalance. Test results are to be included in a detailed test report. Vendor shall perform the following tests on each motor and generator and record the results in a written report to be submitted to the County at the end of the inspection cycle:

- a. Polarization Index
- b. Resistance to Ground (Megger)
- c. Resistance Phase-to-Phase
- d. Inductance Phase-to-Phase
- e. Capacitance to Ground

Ground Megger Parameters:

- 1. For all 208 Volt 240 Volt motors, Megger @ 500 VDC for 1 minute.
- 2. For all 460 Volt 480 Volt motors, Megger @ 1 KVdc for 1 minute.
- 3. For all 2300 volt and 4160 v motors, Megger @ 5 KVdc for 1 minute.

NOTE:

For all motors and generators, perform dielectric absorption tests, using the following formula:

2 (voltage) + 1000 X 1.6 X 0.6 = calculated voltage

Start with 25% of calculated voltage, induce voltage into windings and take readings in micro amps. Apply full voltage, then take readings in micro amps. The difference between the readings should not vary more than 4 times the initial input micro amps (converted from 25% calculated voltage).

C. <u>CONTACTORS:</u>

- 1. Inspect coils for overheating, or signs of mechanical damage and replace as required, clean faces, check shading coil, misalignment, mechanical binding, striking coil and clean laminations.
- 2. Check arc shields for breaks and burning, check blowout coils for overheating and tightening.
- 3. Check contact pressure for consistent contact and adjust as required.
- 4. Check roll and wipe on contact tips, check tension of draw out fingers on stabs and adjust as required.
- 5. Check tips for pitting or erosion, but do not remove silver oxide from tips. Check fuse grounding fingers on fuse clips.
- 6. Check and adjust auxiliary contacts.
- 7. Check and adjust power interlocks.

8. Check and tighten all mechanical fasteners.

D. **<u>PROTECTIVE RELAYS</u>**:

- 1. Vendor shall apply test circuits to verify relay pickup and dropout levels. Note any trends, which may be apparent and investigate causes for malfunctions.
- 2. Vendor shall perform the following tests:
 - a. Contact function -- Manually close (or open) contacts and observe that they perform their required function; i.e., trip, re-close, block, etc.
 - b. Pickup -- Gradually apply test current or voltage to see that pickup is within Manufacturers' limits.
 - c. Dropout or reset -- Reduce the current until the relay drops out or fully resets. Should the relay be sluggish in resetting or fail to reset completely, then the jewel bearing and pivot must be examined for damage. If dirty, the jewel must be cleaned with nothing more abrasive than an orange stick and the pivot wiped clean with a soft, lint-free cloth. Apply no lubricant to either the jewel or pivot.
 - d. Check all connections and tighten as required. Clean all gaps of foreign material and check gaskets and boots. Measure moving gaps and compare with previous measurements. Measure Contacts for alignment and wipe.
 - e. Calibrate all solid-state protection devices according to the original equipment manufacturer's specifications. Typical tests consist of overload trip time test, phase unbalance trip time test, instantaneous over-current level test, load loss and jam test and RTD calibration of temperature monitoring devices. Test RTD's for correct output.
 - f. Report all test results including trip currents and times in a detailed report.

E. VACUUM BREAKERS & CONTACTORS:

1. <u>GENERAL</u>

- a. Vendor shall perform inspection and testing in accordance with manufacturer's requirements for that particular device.
- b. Vacuum bottle integrity shall be tested by AC high potential testing across the open contacts, starting at a low voltage and increasing at a uniform rate up to manufacturer's specified test voltage, and shall be held at the test voltage for the time specified by the manufacturer.
- c. Contact erosion shall be tested by means of spacing gauge external from the vacuum chamber.
- d. Breaker opening and closing times shall be recorded and included in the detailed report.
- e. All protective relays shall be tested with an external test set and trip currents and times are to be recorded and included in the report.
- f. Breaker shall be load tested at rated current according to manufacturer's requirements.

- g. Cables shall be tested by an approved high potential tester at two (2) times the cable rating plus 1000 volts for one minute with both ends of the cable isolated.
- h. Test shall be performed on protective devices as outlined section 2B of this solicitation.

2. VACUUM BOTTLES (SEE ALSO VACUUM BREAKERS)

Vendor shall:

- a. Check gap contact with proper gages, check vacuum bottle integrity by use of a high potential tester. Acceptable Hi-Pot test devices are listed as follows:
 - 1. Hipotronics Model 860PL
 - 2. Hipotronics Model 880PL
 - 3. Hipotronics Model 7BT 60A
 - 4. James G. Biddle # 222060
- b. Testing shall be performed in accordance with manufacturer's instructions or NETA Standards. Newer equivalent manufacturer's replacement High Potential testers shall be considered for approval.

3. <u>METAL CLAD SWITCH GEAR, LOAD INTERRUPTERS, TRANSFORMERS AND</u> <u>SUBSTATIONS</u>:

a. <u>General</u>:

- 1. Vendor shall check:
 - Insulators for carbon tracking, chipping, crazing, and cleanliness.
 - Electrical connections and tighten.
 - Gang switches for simultaneous operation and adjusted as required.
 - That arching horns close before main contacts and open after main contacts and adjust as required.
 - That moving contacts are aligned to stationary contacts
 - All shunts and springs for overheating.
- 2. Replace damaged parts as required.
- 3. Inspect arc chutes for heating, pitting, and cracking.

b. OIL IMMERSED DEVICES (BREAKERS AND TRANSFORMERS):

- 1. Vendor shall drain a small quantity of oil from bottom to remove sludge accumulation.
- 2. If excessive sludge is found, oil must be drained and replaced with clean oil.
- 3. Level shall be rechecked and topped up as required.

- 4. Oil shall be replaced if dirty.
- 5. Contactors shall be checked and carbon must be removed.
- 6. Dielectric test of oil shall be performed by checking multiple samples.
- 7. Winding insulation shall be tested by meggering and results must be included in a detailed report.

c. <u>MISCELLANEOUS METAL-CLAD SWITCHGEAR INSPECTION:</u>

Vendor shall:

- 1. Test megger switchgear lighting arrestors, check control knobs and switches for freedom of movement and contact condition.
- 2. Check shutter mechanism operation.
- 3. Check door handles, locking bars, keys, and interlocks for positive operation check doors for damage.
- 4. Check that all power and control cable entrances are sealed against rodents and fire contaminants.
- 5. Check draw-out racking mechanisms: adjust and lubricate, inspect instrument transformers.
- 6. Check interlocks for safe operation.
- 7. Check equipment ground bus and its connections.

d. <u>OTHER</u>

- 1. Clean and check all associated pilot devices both local and remote, replace burned out lamps or sockets.
- 2. Pilot devices are those devices located in related control panels or are mounted to peripheral equipment and provide feedback to the controller circuit relay logic or as inputs into a PLC or outputs from PLC.
- 3. Test PLC logic for problems.
- 4. Apply an external test power supply and check contractor operation.
- 5. Perform a test cycle with unit off line to determine if correct starting sequence is followed; then perform a load test on controller with motor or generator and observe if contact bounce occurs and correct if required.
- 6. Check for excessive noise from shading coils, magnet surfaces, sealing, mechanical binding or looseness.

- 7. Test protective relays with an external test set and record trip currents and times. Include findings in report.
- 8. Check top and bottom limits of operation of pilot devices and note if any fluttering occurs from "pumping" of main contacts.
- 9. Test breaker battery bank electrolyte level and strength, check voltage levels and verify that charges are properly maintaining correct charge.

2.0 INFRARED SCAN INSPECTION:

- A. After all switchgear, motors, wiring connections, terminal boards and other related equipment have been inspected in accordance with the attached specifications, a final inspection shall be performed at all inspected sites, consisting of a comprehensive infrared scan of all connections and devices while under electrical load. Under no circumstances shall Infrared Scans be performed *in lieu* of performing other specified checks and tests. Vendor shall also scan all lighting panel boards and power-switching boards at all listed locations. Vendor shall document hot spots for the County and recommend correction. The County may need thermal scans made more frequently than once per year. Vendor shall make this service available on demand by location.
- B. Vendor shall use thermal imaging equipment that does not make physical contact between the camera and electrical components, or require equipment shutdown to diagnose electrical power distribution problems through thermographic imaging. Results of this service shall be presented in the form of a detailed report containing color photographs and video tapes to provide documentation of the problem areas. Vendor shall interpret images, and when faults are discovered, provide the necessary documentation with recommendations for use by County electricians when accomplishing corrective actions. The reports must include at a minimum:
 - 1. The test location.
 - 2. The problem location.
 - 3. The probable cause,
 - 4. The recommended repair action.
 - C. Vendor shall meet the following minimum requirements in as far as equipment, technicians, calibration, and data storage:
 - 1. Thermographic scanner must be a visual color image scanner that utilizes mechanical prism or focal plane array technology.
 - 2. Temperature measurement range must be from 0 to 900 degrees Fahrenheit.
 - 3. Capture and store thermographic and visual image for reporting and analysis purposes.
 - 4. Analysts/technicians must be trained and certified in Thermography and Infrared Theory.
 - 5. Vendor must be familiar with all the types of equipment that will be monitored
 - 6. All infrared test equipment must be calibrated at least one (1) time per year and be traceable to the National Institute of Standards and Technology (NIST).
 - 7. Provide equipment calibration records to an authorized DeKalb County representative upon request.

3.0 BASIC ELECTRICAL REPAIR REQUIREMENTS:

Vendor shall provide all-inclusive pricing for labor and materials to cover the costs for possible repair of devices requiring remedial work discovered as a result of the inspection or as the result of an emergency. <u>Motors and generators, only, are excluded.</u> Should repairs become necessary, all work shall be performed in accordance with but not limited to the following:

- A. All work shall comply with the 1999 National Electrical Code (NEC) and applicable State and DeKalb County codes.
- B. Raceways to be rigid metallic conduit and fittings unless otherwise specified at the County's option. Flexible non-metallic conduit may be used where permitted by the National Electric Code (NEC).
- C. National Electrical Manufacturer's Association (NEMA) Standards ICS 2-322.08 will be used to fine Motor Control Center classes and NEMA Standard ICS 2-322.10 shall define Motor Control Center wiring types. NEMA Standards for all components shall be used in preference to International (IEC) Standards.
- D. Vendor shall be responsible for arranging and coordinating any required work between DeKalb County and Power Utility Company to disconnect and restore power to the job-site.
- E. Vendor to furnish a means of disconnecting power to any device or apparatus independent of any circuit breaker. Such safety disconnect shall be lockable for any 3-phase system or any system exceeding 120 volts. Switches for single phase 120-volt system shall be industrial grade with replaceable contact blocks and selector or maintained operators as approved by the County, and installed in an industrial grade enclosure of NEMA 3R, 4 or 12 as required by Code. Safety switches shall be installed in accordance to 1999 NEC and current Occupational Safety and Health Act (OSHA) guidelines.
- F. Vendor to test all components and systems upon completion of the installation, and correct any deficiencies found. Vendor to leave all components and systems in safe, perfect working order.
- G. Vendor to test all bolted connections by torque wrench as recommended by manufacturer. All bracing is to be put in place and properly secured. All panel covers, junction box covers and conduit covers are to be put in place and secured.
- H. Vendor to test all circuits by energizing for at least thirty (30) minutes and test all controls by operating each no less than five (5) times.
- I. Vendor to use appropriate test equipment, to determine the resistance to ground of each exposed panel, switch, outlet, equipment enclosure, length of raceway, and other metallic electrical system elements with which personnel may come in contact. Should any resistance to ground so determined exceed five (5) ohms, perform permanent corrective work to reduce resistance below such value. Test insulation resistance to ground of each ungrounded conductor. Correct any such conductor having less than ten (10) megohms resistance.
- J. Vendor shall *permanently* label all wiring at both ends and at terminal boards, and will label any devices installed. Tape style letters or numbers are unacceptable. Vendor to provide comprehensive as-built drawings showing new work and shall incorporate the interface with any existing wiring. PLC program modifications shall be documented, and new software and documents shall be forwarded to the County. These shall include working and archival copies.

4.0 LIFT STATION OPERATIONS & MAINTENANCE

A. General Electrical - Annual Inspection

Vendor shall:

- 1. Inspect enclosures for damage, unauthorized openings, and corrosion of metallic objects.
- 2. Inspect air ventilation and remove any blockage.
- 3. Inspect, investigate, and solve conditions for unusual odors, such as a burning smell.
- 4. As equipment is operated and tested, listen, investigate, and solve conditions for unusual noises.
- 5. Inspect electrical connections for degradation and tightness.
- 6. Inspect electrical insulation for discoloration and degradation.
- 7. Inspect equipment grounding components such as conductors and connections.
- 8. Inspect insulators for damage.
- 9. Inspect liquid immersed equipment for leaks and damage.
- 10. Inspect indicating lights for correct illumination.
- 11. Clean equipment.
- 12. Tighten electrical connections.
- 13. Verify equipment grounding.
- 14. Perform infrared test.
- 15. Calibrate recording and indicating metering.
- **B.** Low Voltage Switchgear, Switchboards, and Panel boards 6-Month Inspection Vendor shall inspect solid electrical insulation for discoloration and degradation.

C. Low Voltage Switchgear, Switchboards, and Panel boards – Annual Inspection

- 1. Review operator records.
- 2. Inspect barriers and shutters for physical damage.
- 3. Test phase bus insulation.
- 4. Service circuit breakers.
- 5. Inspect draw out contacts for abnormal wear, tension, and discoloration. Correct as required. Inspect breakers' current carrying components for discoloration that may indicate overheating. Replace as required.
- 6. Inspect, operate, adjust, and lubricate mechanical linkages. Replace components as required.
- 7. Verify interlocks preventing a closed switchgear draw out breaker from being withdrawn from or connected to the switchgear bus.
- 8. Inspect and dress current carrying contacts on air circuit breakers in accordance with manufacturer's recommendations.

- 9. Test power circuit breakers. Perform test operations to prove correct actuation of breakers' trip and close components, including spring charging motors, trip solenoids, indicating targets, etc.
- 10. Perform contact resistance test.
- 11. Perform insulation resistance test on each phase-to-phase and phase-to-ground using a megohmmeter.
- 12. Prove circuit breaker operation by actuation of each associated protective device.
- 13. Prove circuit breaker operation by actuation of each breaker's manual control switch or handle.
- 14. Test molded-case circuit breakers. Perform over current test on critical load breakers to prove correct actuation of breaker's trip and close components.
- 15. Perform contact resistance test on critical load breakers.
- 16. Prove circuit breaker operation by actuation of each breaker manual control switch or handle.
- 17. Verify equipment alarms.
- 18. Protective device calibration.
- 19. Perform harmonics analysis.
- 20. Measure and record neutral currents.

D. Motor Control Center - Annual Inspection

- 1. Inspect main contacts and auxiliary contacts on contactors.
- 2. Inspect pushbuttons, indicating lights, selector switches, etc.
- 3. Inspect indicating lamps for burned out bulbs or improper illumination.
- 4. Test phase bus insulation
- 5. Inspect draw out contacts for abnormal wear, tension, and discoloration. Correct as required.
- 6. Inspect units' current carrying components for discoloration that may indicate overheating.
- 7. Inspect, operate, adjust, and lubricate mechanical linkages.
- 8. Verify mechanical interlocks. Inspect and dress current carrying contacts on switches and contactors in accordance with manufacturer's recommendations.

E. Motor Starter – Annual Inspection

Vendor shall:

- 1. Manually operate switches and circuit breakers to verify correct operation.
- 2. Operate starter unit using all manual and automatic control devices to ensure correct operation.
- 3. Verify correct interlocking action with other associated equipment.
- 4. Verify correct indicating light operation.
- 5. Verify equipment alarms.

F. Automatic Transfer Switches - Annual Inspection

Vendor shall:

- 1. Inspect, operate, adjust, and lubricate mechanical linkages
- 2. Verify operation of mechanical interlocks.
- 3. Inspect and dress current carrying contacts in accordance with manufacturer's recommendations.
- 4. Test automatic transfer switches Perform insulation resistance test on each phase-to-phase and phase-to-ground using a megohmmeter.
- 5. Perform contact resistance test.
- 6. Prove correct operation of the transfer switches by manually initiating transfers in both directions.
- 7. Simulate the automatic conditions requiring automatic transfer switches to transfer in both directions.
- 8. Verify starting generators where applicable.
- 9. Verify correct indicating light operation.
- 10. Verify equipment alarms.

G. Safety Switch - Annual Inspection

- 1. Inspect, operate, adjust, and lubricate mechanical linkages. Replace components as required.
- 2. Verify operation of mechanical interlocks.
- 3. Inspect and dress current carrying contacts in accordance with manufacturer's recommendations.

- 4. Test safety switches perform insulation resistance test on each phase-to-phase and phase- to-ground using a megohimmeter of each critical load switch.
- 5. Perform contact resistance test on each critical load switch.

H. Second Distribution Feeders- Annual Inspection/Tests

Vendor shall:

- 1. Perform cable inspection.
- 2. Perform cable insulation test.
- 3. Perform busway insulation test.

5.0 PRICING

Bidders shall submit all-inclusive hourly pricing for <u>comprehensive annual electrical inspections and infrared</u> (thermal) scans at the locations on pages 34 - 36 and Appendix B, page 60 in accordance with the Minimum Specifications and the most current National Electrical Testing Association Standards (NETA).

	SCOTT CANDLER SERVICE LOCATIONS						
1	Scott Candler WPC Treatment Plant (Primary Location)	4830 Winters Chapel Road	Doraville, GA				
2	Columbia Ground Storage Station	1742 Columbia Drive	Decatur, GA				
3	Dunwoody Ground Storage Station	Fire Station on Roberts Drive	Dunwoody, GA				
4	Henderson Road Booster Station	Henderson Park and Henderson Road between Allsborough Drive and Luxuria Court	Tucker, GA				
5	Lithonia Ground Storage and Repump Station	6670 Parkway Drive	Lithonia, GA				
6	Midvale Booster Station	Midvale Road between Landeau Circle and Norwich Way	Tucker, GA				
7	North Shallowford Booster Station	Under the intersection of Peeker Rd, North Shallowford Rd., and Chamblee- Dunwoody Road	Chamblee, GA				
8	Redan-Panola Ground Storage and Repump Station	1300 Panola Road	Stone Mountain, GA				
9	Raw Water Pump Station	4250 Holcomb Bridge Road (Holcomb Bridge @Chattahoochee River)	Norcross, GA				
10	Steel Drive Booster Station	Steel Drive and Lawrenceville Hwy	Tucker, GA				
11	Tilly Mill Booster Station	Tilly Mill Road @ Womack Road	Dunwoody, GA				
12	Tucker Standpipe Station	4226 Lawrenceville Hwy	Tucker, GA				
13	Whites Mill Ground Storage and Repump Station	2463 Jenay Court	Decatur, GA				
14	Wesley Chapel Ground Storage and Repump Station	3525 Wesley Chapel Road (before intersection at Flakes Mill Road)	Decatur, GA				

	SNAPFINGER LIFT STATION SERVICE LOCATIONS							
	Lift Station	Address	City		Lift Station	Address	City	
1	Beachwood Forrest	5369 Beachwood Forrest Dr	Lithonia	33	New Gilbralter	1099 New Gilbralter Square	Stone Mountain	
2	Boulder Walk	2976 Boulder Walk Court	Atlanta	34	Oak Hill Spring	1916 Ivory Oak Court	Lithonia	
3	Briarwood Field	2465 Field Way	Atlanta	35	Oak Leaf Glenn	2475 Oak Leaf Circle	Lithonia	
4	Browns Mill 1(sew)	5101 Browns Mill Rd	Decatur	36	Pennybrook	2240 Catrina Court	Stone Mountain	
5	Browns Mill 2(pool)	5101 Browns Mill Rd	Decatur	37	Pepperwood	780 Pepperwood Trail	Stone Mountain	
6	Burlington	3585 Wolverton Circle	Lithonia	38	Perimeter Park	4182 Deacon Lane	Chamblee	
7	Camelot	4051 English Valley Drive	Ellenwood	39	River Vista	5505 River Rd	Ellenwood	
8	Camp Creek	4877 Lawrenceville Hwy	Tucker	40	River Vista 4	4722 River Front Way	Ellenwood	
9	Chester Hills	565 Dove Lane	Stone Mountain	41	Rogers Lake	1750 Rogers Lake Rd	Lithonia	
10	Fourth Steet	930 Fourth Street	Stone Mountain	42	Royal Atlanta #1	4949 South Royal Atlanta Drive	Tucker	
11	Green pastures	5205 River Rd	Ellenwood	43	Royal Atlanta #2	4991 South Royal Atlanta Drive	Tucker	
12	Greenridge	1396 Greenridge Avenue	Stone Mountain	44	Royal Atlanta #3	5238 Royal Woods Pkwy	Tucker	
13	Hammer Mill #1	4760 Hammermill Road	Tucker	45	Salem Rd	5337 Salem Rd	Lithonia	
14	Hammer Mill #2	4880 Hammermill Road	Tucker	46	Scarbough Sq	5810 Covington Hwy	Lithonia	
15	Hammer Mill #3	4980 Hammermill Road	Tucker	47	Serenity Village	7501 Rockland Rd	Lithonia	
16	Hammer Hills	1801 Harmony Hills Court	Lithonia	48	South River Bend #1	4674 Brandy Bay	Lithonia	
17	Hearn Rd	4319 Hearn Rd	Ellenwood	49	South River Bend #2	4834 Carly Way	Lithonia	
18	Holly Hills	3481 Hickory Walk Lane	Ellenwood	50	Stone Mill #1	1313 Stone Mill Way	Stone Mountain	
19	Honey Creek	7501 Rockland Rd	Lithonia	51	Stone Mill #2	5128 Stone Mill Way	Stone Mountain	
20	Johnson Creek	8312 Union Grove Rd	Lithonia	52	Stone Mill #3	1391 Juliette Rd	Stone Mountain	
21	Kings Way	5985 Kings Way Walk	Lithonia	53	Stone Mountain Park	6804 Memorial Drive	Stone Mountain	

22	Klondike Manor	4440 English Loop	Lithonia	54	Stoney Creek	3762 River Rock	Lithonia
23	Leeshire	5031 Leeshire Trail	Tucker	55	Sweetwater	4100 Sweetwater Falls	Ellenwood
24	Lehaven	2610 Oak Avenue	Tucker	56	Strafield	3274 Stratfield Drive	Atlanta
25	Lewis Way	1664 Lewis Way	Tucker	57	Summit Glenn	1734 Summit Glenn Lane	Atlanta
26	Lithonia #1	7840 Covington Hwy	Lithonia	58	Thurgood Estates	4453 Equity Court	Ellenwood
27	LCC #1	7364 Drake Avenue	Lithonia	59	Turnbury Gates	2403 Johnsons Ferry Rd	Chamblee
28	LCC #2	1485 Rock Chapel Rd	Lithonia	60	Walmart	4375 Lawrenceville Hwy	Tucker
29	LCC #3	7120 Maddox Rd	Lithonia	61	Ward Lake	4218 Ward Lake Rd	Ellenwood
30	Medlock Place	2466 Vivian Circle	Decatur	62	Windy Ridge	6203 Windy Ridge Trail	Lithonia
31	Moss Stone	7316 Moss Stone Drive	Lithonia	63	Flat Rock	5496 Waits Pointe	Lithonia
32	Mountain Industrial	2301 Mountain Industrial Blvd	Tucker	64	Spring Valley	4224 Spring Valley Cir	Tucker

(END OF MINIMUM SPECIFICATIONS)

PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD. INCLUDING PRICE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.

	SCOTT CANDLER PRICE SCHEDULE					
ITEM NO.	SERVICE	EST NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT	
1	Annual Electrical Switchgear Inspection	2000	Hourly	\$	\$	
2	Annual Electrical Switchgear Repair	2000	Hourly	\$	\$	
3	Infrared Thermal Scan Inspections	750	Hourly	\$	\$	
4	Emergency Repair	1000	Hourly	\$	\$	
	TOTAL (Scott Candler Locations) (Line Items 1 – 4)					

	SNAPFINGER PRICE SCHEDULE					
ITEM NO.	SERVICE	EST NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT	
1	Annual Electrical Switchgear Inspection	1500	Hourly	\$	\$	
2	Annual Electrical Switchgear Repair	1000	Hourly	\$	\$	
3	Infrared Thermal Scan Inspections	1000	Hourly	\$	\$	
4	Emergency Repair	1000	Hourly	\$	\$	
	TOTAL (Snapfinger Locations) (Line Items 1 – 4) \$					

	POLE BRIDGE PRICE SCHEDULE					
ITEM NO.	SERVICE	EST NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT	
1	Annual Electrical Switchgear Inspection	1500	Hourly	\$	\$	
2	Annual Electrical Switchgear Repair	1000	Hourly	\$	\$	
3	Infrared Thermal Scan Inspections	1000	Hourly	\$	\$	
4	Emergency Repair	1000	Hourly	\$	\$	
	TOTAL (Pole Bridge Locations) (Line Items 1 – 4)					

	LIFT STATION PRICE SCHEDULE					
ITEM NO.	SERVICE	EST NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT	
1	Annual Electrical Switchgear Inspection	1500	Hourly	\$	\$	
2	Annual Electrical Switchgear Repair	1500	Hourly	\$	\$	
3	Infrared Thermal Scan Inspections	2500	Hourly	\$	\$	
4	Emergency Repair	2000	Hourly	\$	\$	
	TOTAL (Lift Station Locations) (Line Items 1 – 4)					

(END OF PRICE SCHEDULE)

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
Business Entity Street Address	Authorized Signature
Business Entity City, State and Zip Code	Contact Person's Phone Number
Business Entity County	Contact Person's E-mail Address

- Bidder acknowledges addendum(s): No. 1____, No. 2____, No. 3____ (If Applicable)
- Bidder acknowledges that this bid is valid for one hundred twenty (120) _____(Initial) days from and including the actual bid opening date.
- Bidder acknowledges that bid meets or exceeds Technical Specifications. (Initial) Any deviation from Technical Specifications must be explained, in detail, by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
 - No revisions
 (Initial)

OR

• There are revisions and they are included with the bid submittal _____(Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not complete and will be subject to rejection.

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

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bidder complete and submit the following documents with your bid:

Bid Page No.	Title	Check This Box If Included With Bid
1-36	ITB Document, including completion of the following: General Terms and Conditions, Sections: C. Delivery (pg.9); E. Foreign Products (pg. 9); G: Warranty and/or Guaranty (pg. 10); and FF. Cooperative Procurement (pg. 19)	
37-38	Price Schedule submitted in a Separate, Sealed Envelope and clearly labeled as "Price Schedule" *	
39	Bid Acknowledgement Form*	
40	Required Documents Checklist	
41	Contractor Reference and Release Form	
42	Subcontractor Reference and Release Form, if applicable	
43	Contractor Affidavit*	
44	Subcontractor Affidavit, if applicable**	
46-54	LSBE - Exhibits 1 and 2 of Attachment G*	
55	First Source Jobs Acknowledgement Form*	
56	New Employee Tracking Form	
-	A copy of current, valid Business License	

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

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

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

Printed Name

Signature

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signature	Title
(Authorized Signature of Bidder)	
Company Name	_Date

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signature	_ Title
(Authorized Signature of Bidder)	
Company Name	Date

ATTACHMENT D

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

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

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

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

BY: Authorized Officer or Agent (Bidder's Name) Federal Work Authorization Enrollment Date

Identification Number

Title of Authorized Officer or Agent of Bidder

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF ______, 20____

Notary Public

My Commission Expires:

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _________ name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization 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)

Title of Authorized Officer or Agent of Bidder

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: _____ Identification Number

Enrollment Date

Federal Work Authorization

ATTACHMENT G

LSBE INFORMATION DEKALB FIRST LSBE INFORMATION WITH EXHIBITS 1 – 2

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION 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 DeKalb First Local Small Business Enterprise Ordinance.

PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Percentage of LSBE Partie	Percentage of LSBE Participation Required		
20% of Total Award			
Certification Designation	Request For Proposals		
	(RFP)		
LSBE Within DeKalb (LSBE-	Ten (10) Preference		
DeKalb)	Points		
LSBE Outside DeKalb (LSBE-	Five (5) Preference Points		
MSA)			
Demonstrated GFE	Two (2) Preference Points		

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) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry, and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose <u>not</u> to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

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 1".) 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 percentage shall be due with the bid or proposal documents and included with "Exhibit 1". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <u>http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting</u> or obtained from the Special Projects LSBE Program team.

Prime 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 1." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

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 shall ensure that all LSBE 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 shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT 1

SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

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

PRIME BIDDER/PROPOSER_____

SOLICITATION NUMBER: ITB 24-101671

TITLE OF UNIT OF WORK: <u>Electrical Switchgear Inspection and Repair (Annual Contract with 2 Options</u> <u>to Renew)</u>

- 1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply): _____LSBE-DeKalb ____LSBE-MSA
- 2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of work 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 percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.
- 4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment, or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit 2".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS

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

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement the solicitation.
2.			Provide a contact log showing the company's name, contact person, 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, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment, or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

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

This list is a guideline and by no means is it exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, <u>DeKalbFirstLSBE@dekalbcountyga.gov</u>.

DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and 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 1 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 1, 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):

Date
, 2024.

EXHIBIT 2

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

Instructions:

- 1. Complete the form in its entirety and submit with bid documents.
- 2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.

To:

(Name of Prime Contractor Firm)

From: ____

(Name of Subcontractor Firm)

□ LSBE –DeKalb □ LSBE –MSA (Check all that apply)

ITB Number: <u>24-101671</u>

Project Name: <u>Electrical Switchgear Inspection and Repair (Annual Contract with 2 Options to</u> <u>Renew)</u>

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

Description of Materials or Services	Project Commence Date	% of Contract Award

Prime Contractor:	Sub-contractor:
Signature:	Signature:
Title:	Title:
Date:	Date:



ATTACHMENT H

FIRST SOURCE JOBS ORDINANCE INFORMATION (WITH EXHIBITS 1 – 4) EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No._____

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

Please return this form to WorkSource DeKalb, fax (404) 687-3900 or email to <u>WSDBusiness@dekalbcountyga.gov</u>.

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



ORGIA DeKalb County FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder	
Address	
Email	
Phone Number	
Fax Number	

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

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

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline
Please return this form to DeKalb Workfor	ce Development. fax	(404) 687-4099 or email to

FirstSourceJobs@dekalbcountyga.gov.

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



	Please complete this form for <u>each</u> position that you have available.						
DATE: FEDERAL TAX ID:	WEBSITE:						
ADDRESS:							
(WORKSITE ADDRESS IF DIFFERENT):							
CONTACT NAME:	TITLE:						
CONTACT PHONE:	CONTACT EMAIL ADDRESS:						
Are you a private employment agency or staffing agency?							
JOB DESCRIPTION: (Please include a copy of the J	lob Description)						
POSITION TITLE:							
NUMBER OF POSITIONS AVAILABLE:	TARGET START DATE:						
WEEKLY WORK HOURS: 20-30 hours	30-40 hours Other						
SALARY RATE: (OR RANGE)	WORK SCHEDULE:						
SALARY RATE: (OR RANGE)	WORK SCHEDULE: TEMP-TO-PERM SEASONAL						
	TEMP-TO-PERM SEASONAL f: YES						
PERM TEMP PUBLIC TRANSPORTATION ACCESSIBILITY	TEMP-TO-PERM SEASONAL f: YES						
PERM TEMP PUBLIC TRANSPORTATION ACCESSIBILITY SCREENINGS ARE REQUIRED: YES NO	TEMP-TO-PERM SEASONAL Y: YES NO SELECT ALL THAT APPLY:						
PERM TEMP PUBLIC TRANSPORTATION ACCESSIBILITY SCREENINGS ARE REQUIRED: YES NO	TEMP-TO-PERM SEASONAL Y: YES NO						
PERM DEFINITION ACCESSIBILITY PUBLIC TRANSPORTATION ACCESSIBILITY SCREENINGS ARE REQUIRED: YES NO CREDIT CHECK DRUG MVR HOW TO APPLY: Please return form to:	TEMP-TO-PERM SEASONAL Y: YES NO						
PERM TEMP TEMP PUBLIC TRANSPORTATION ACCESSIBILITY SCREENINGS ARE REQUIRED: YES NO CREDIT CHECK DRUG MVR HOW TO APPLY: Please return form to: DO NOT WRITE BELOW THIS LINE - TO B	TEMP-TO-PERM SEASONAL Y: YES NO						

We are an EEO/M/F/D/V Employer/Program; and 100% Federally Funded by the U.S. Department of Labor. Auxiliary aids/services are available upon request to individuals with disabilities.



ORGIA DeKalb County FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 4

EMPLOYMENT ROSTER DeKalb County

	Contract Number:										
Project Name:											
Contractor: Date:											
Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency			

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.

APPENDIX A DOCUMENTATION AND REPORTS

- 1. Documentation and report format shall include a list of all fuses by manufacturer's number and rating and quantity used in a particular device.
- 2. The protective relays shall be identified and test results shall be given. Solid state modules shall be identified and calibration results are to be given.
- 3. Megger results shall be given with the respective motor. Hi-Pot results shall be given. Contactors shall be identified by model number, serial number or other identification number and status shall be given of the suitability of the unit for operation.
- 4. Heaters shall be identified.
- 5. Autotransformers and primary reactors shall be identified and condition shall be given. The report shall cover each piece of equipment by location and identification code used by The Water Production Branch Filter Plant.
- 6. Vendor to submit documentation in the form of a bound report with the following format:
 - a) Overall Summary of the Electrical Inspection results.
 - b) Recommendations for repair with costs as required, by station location.
 - c) Table of Contents for the data sheets.
 - d) Complete data sheet pictures, infrared scans and/or other diagrams containing the information listed elsewhere.

APPENDIX B EQUIPMENT TYPES LISTED BY LOCATIONS (BUT NOT LIMITED TO):

A.) SCOTT CANDLER FILTER PLANT- 4830 Winters Chapel Road, Doraville, Georgia 30360 (PRIMARY SERVICE LOCATION)

- a) **GENERATORS**
- b) METAL-CLAD SWITCHGEAR
- c) LARGE MOTORS
- d) MEDIUM & LOW VOLTAGE MOTOR CONTROLLERS
- e) UNIT SUBSTATIONS

1.) Medium Voltage Metal-Clad Switchgear

Code Ref # Location Volts, Phase, Hertz Interrupting MVA Horizontal Bus Rating (Amps) Main Circuit Breaker Rating (Amps) Tie Breaker Rating (Amps) Generator Tie Breaker Rating (Amps) Feeder Breaker Ratings (Amps) Manufacturer Model Type Code Ref# Location Volts, Phase, Hertz Interrupting MVA Horizontal Bus Rating (Amps) Main Circuit Breaker Rating (Amps) Tie Breaker Rating (Amps) Feeder Breaker Ratings (Amps) Manufacturer Model Type Code Ref # Location Volts, Phase, Hertz Interrupting MVA Horizontal Bus Rating (Amps) Main Circuit Breaker Rating (Amps) Tie Breaker Rating (Amps) Feeder Breaker Ratings (Amps) Manufacturer Model Type

MV-SWGR-1

Electrical/generator Building 4,160V, 3PH, 60 Hz, 3-Wire 500 4000 2 @ 4,000 4000 2 @ 4000 12 @ 1200, 2 @ 2000, 2 @ 3000 General Electric GEK – Power-VAC **MV-SWGR-2** High Service Pump Station #2

High Service Pump Station # 4,160V, 3PH, 60 Hz, 3-Wire 500 3000 2 @ 3000 3000

13 @ 1200, 2 @ 2000 General Electric GEK – Power-VAC

MV-SWGR-3

Electrical Room #3 - New Plant 4,160V, 3PH, 60 Hz, 3-Wire 500 2000 2 @ 2000 2000 8 @ 1200 General Electric GEK – Power-VAC