



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

January 15, 2024

INVITATION TO BID (ITB) NO. 23-101624
FOR
VEHICLE MOVEMENT AREA TRANSPONDERS (VMAT)
(MULTI-YEAR CONTRACT)
DEKALB COUNTY, GEORGIA

Procurement Agent: Email: Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed in person or via video conference.)	Le'Shan L. Jones lljones@dekalbcountyga.gov Wednesday January 17, 2024; or Wednesday January 24, 2024 Zoom Video and/or Audio Conferencing: To attend the 10:00 A.M. Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting: https://dekalbcountyga.zoom.us/j/157231430 To attend the 2:00 P.M. Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting: https://dekalbcountyga.zoom.us/j/308537243 Please utilize audio conferencing if you are unable to access the Zoom Meeting, dial: 1-888-270-9936 Conference code 107222
Deadline for Submission of Questions: Bid Opening: Price Schedule Opening:	5:00 P.M. ET, February 1, 2024 3:00 P.M. ET, February 26, 2024 3 – 5 Business days after Bid Opening

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

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

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INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB NO. 23-101624 Vehicle Movement Area Transponders (VMAT) (Multi-Year Contract)** from responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	January 15, 2024
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	Wednesday January 17, 2024; or Wednesday January 24, 2024 Zoom Video and/or Audio Conferencing: To attend the 10:00 A.M. Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting: https://dekalbcountyga.zoom.us/j/157231430 To attend the 2:00 P.M. Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting: https://dekalbcountyga.zoom.us/j/308537243 Please utilize audio conferencing if you are unable to access the Zoom Meeting, dial: 1-888-270-9936 Conference code 107222
Deadline for Submission of Questions:	5:00 P.M. ET, February 1, 2024
Bid Opening:	<u>3:00 P.M. ET, February 26, 2024</u>
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 90 days from and including the bid opening date.

Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting
Maloo Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030, not later than **3:00 P.M. ET, February 26, 2024.**

*****PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED
ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL
NOT BE CONSIDERED FOR AWARD*****

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents with the exception of the price schedule) stamped “Original” and **two sealed identical copies** stamped “Copy” of the bid package to the address listed above.

2. CONTACT PERSON:

The contact person for this bid is **Le'Shan L. Jones, 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 lljones@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on February 1, 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, www.dekalbcountyga.gov/formalbids. Bidder should regularly check the County's website for addenda.

INVITATION TO BID PROCEDURES

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 bid being deemed non-responsive.
3. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
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, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed 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. Bid Withdrawal

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 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. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

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 agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

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 required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact a LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

14. First Source Jobs Information

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.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworksource.org 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. Required Signatures

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

17. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

18. Business License

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 Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 23-101624 Vehicle Movement Area Transponders (VMAT) (Multi-Year Contract)"** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. Contract Award:

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item, no line item, or multiple awards. 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. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

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 bid; and the County’s ITB.
- B. The Bidder’s services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.
- C. Bidder extends to the County a Five (5) Year, Multi-Year Contract, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

D. DELIVERY:

Delivery of services or goods will commence within ten (10) calendar days upon request.

Bidder state agreement: Yes_____ No_____

Contact Person: _____

Telephone Number: _____ Cellular Phone Number: _____

Address: _____

Alternate delivery time *may* be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

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. The County will unload after prior notice.

E. 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.

F. 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:

G. 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.

H. WARRANTY AND/OR GUARANTY:

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

I. 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.

J. 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.

K. 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.

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the Notice to Proceed ("Commencement Date"). As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2029, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.

1. Price Reductions: 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 I. as stated within the ITB.

2. Price Escalation Clause: 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 only after receipt and approval by the Director of the Department of Purchasing and Contracting. 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.
3. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:

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,
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

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 must 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:

Vendor invoices:

DeKalb County Accounts Payable
DeKalb County Department of Finance
1300 Commerce Drive, 3rd Floor
Decatur, GA 30030
accounts payable@dekalbcountyga.gov

For notices:

Chief Financial Officer
DeKalb County Department of Finance
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

- a. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. 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 www.dekalblsbe.info.

3. The County's official payment terms are Net 30. 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:

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 those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

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 or expiration 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;

- (1) Employer's liability insurance by accident, each accident \$1,000,000
- (2) Employer's liability insurance by disease, policy limit \$1,000,000
- (3) Employer's liability insurance by disease, each employee \$1,000,000
- (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 **issued** 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 its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

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, 2nd Floor
Decatur, Georgia 30030

If to the Contractor:

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

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 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

FF. Cooperative Procurement:

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

MINIMUM SPECIFICATIONS

DeKalb County is the Sponsor/Owner-operator of DeKalb Peachtree Airport (PDK). As such, DeKalb County Government (the County) requests qualified individuals and firms with experience in vehicle movement area transponders (VMAT's) and necessary installation, support, and maintenance to submit proposals for approximately 21 Vehicle Movement Area Transponders (VMAT's) for airport vehicles.

Vehicle movement area transponders (VMAT's) must be certified, approved and be in compliance with U.S. Department of Transportation Federal Aviation Administration Airport Circular (AC) 150/5220-26, Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Equipment. Refer to U.S. Department of Transportation Federal Aviation Administration Airport Circular (AC) 150/5220-26, Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Equipment. AC 150-5220-26 is incorporated herein by reference.

All costs/prices must be entered in U.S. Dollars.

The County reserves the right to add or delete VMATs on vehicles as needed.

I. STATEMENT OF WORK

DeKalb Peachtree Airport (PDK) is the second busiest airport in Georgia in its number of annual operations or takeoffs and landings. PDK is classified in the National Plan of Integrated Airport Systems (NPIAS) as a General Aviation reliever airport for the Atlanta metropolitan area.

The Airport desires accurate, real-time, continuous tracking of ground vehicle movement that includes but is not limited to tracking, movement guidance and reporting of Airport vehicles while in airfield movement areas. In this regard, the County/Airport desires to procure vehicle movement area transponders (VMAT's), installation, and support/maintenance services for twenty-one (21) airport vehicles as listed in the Price Schedule and List of DeKalb Peachtree Airport Vehicles.

II. EQUIPMENT

The Airport desires vehicle movement area transponders (VMAT's) and all necessary equipment, all tasks, all things, installation, support, and maintenance for 21 airport vehicles.

Vehicle movement area transponders (VMAT's) must be certified, approved and be in compliance with U.S. Department of Transportation Federal Aviation Administration Airport Circular (AC) 150/5220-26, Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Equipment. Refer to U.S. Department of Transportation Federal Aviation Administration Airport Circular (AC) 150/5220-26, Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Equipment. AC 150-5220-26 is attached as Attachment A and is incorporated herein by reference.

Contractor must obtain FCC authorization on behalf of DeKalb Peachtree Airport to use VMATs and Contractor must obtain FCC license to transmit. Refer to Attachment A, AC 15905220-26 and to 47 CFR Part 87.

Pursuant to AC 150-5220-26, while on airfield movement areas, each VMAT must comply with federal regulatory requirements for radio frequency transmission and be capable of determining the position, tracking, and movement guidance of the vehicle in which it is installed, using Global Positioning System (GPS) navigation. The information must be aired on one of two ADS-B (Automatic Dependent Surveillance Broadcast) data links – 978 MHz UAT or 1090 Mhz ES.

Each VMAT unit must automatically allow integration of data into additional resource products. Contractor must provide a list of available integration resources.

VMATs must be covered by a manufacturer's warranty. The Airport desires that the Contractor provide a warranty outside of the manufacturer's warranty. Bidder must specify and provide in response all information regarding all warranties.

Contractor shall include in response the anticipated life span of the proposed VMAT equipment.

III. INSTALLATION

Contractor must include all equipment, all tasks, services and all things necessary to ensure proper installation as in accordance with Advisory Circular (AC) 150/5220-26.

Location of Installation

Contractor must have the ability to provide installation assistance in an on-site location or at an off-site location.

1. On-Site Installation.

The Airport prefers VMAT installation location on-site by your installers or after training by airport installation certified staff.

Within this bid, *Acceptance* by the County/Airport is hereby defined as all necessary equipment, all tasks, and all necessary things and services have been accomplished to successfully use and operate vehicle movement area transponders (VMAT's) in compliance with U.S. Department of Transportation Federal Aviation Administration Airport Circular (AC) 150/5220-26, Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Equipment.

a. Contractor must provide a lump sum price per vehicle for onsite installation, testing and troubleshooting by contractor.

b. Contractor must provide a lump sum price for installation certification of airport staff.

The maximum number of staff to receive training must be stated, along with approximate training time. Contractor shall include in the response the following:

1. Is training in person or online?

2. Identify how many Training/User Manuals will be provided. Paper or online?

2. Off-site Installation.

Contractor must provide a firm fixed price per vehicle for off-site installation by Contractor to include but not be limited to installation and testing. Careful scheduling will be required for off-site installation. Vehicles must be rotated out of service. Contractor must state time out of service that will include vehicle transport, installation, and return vehicle transport.

3. *Remote Installation with Online Support*

Contractor must provide a firm fixed price per vehicle for remote installation with online support.

IV. SUPPORT AND MAINTENANCE

1. Contractor must provide 24/7 technical support and maintenance, including but not limited to each VMAT's hardware and software. Include information in response.
2. Contractor must advise how unforeseen issues with VMAT equipment and equipment operation are addressed. Include 24/7 contact information for online support and in-person support. Bidder must provide estimated turn-around time from initial contact.
3. Provide FAA required updates to Transit Map and software of VMAT and be able to make possible changes to transmit Map at airport request to FAA. Transit Map is hereby defined as a map of the PDK airport surface defining where each active VMAT unit is located by controlling the ADS-B transmit out on/off function.
4. Perform annual testing and performance compliance. Identify in response regarding on-site or off-site testing and performance compliance.
5. Provide remote or onsite programming of designated VMAT if vehicle swap occurs.
6. Contractor must include in response an itemized summary of support and maintenance, to include but not be limited to compliance with U.S. Department of Transportation Federal Aviation Administration Airport Circular (AC) 150/5220-26, Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Equipment.
7. Contractor must include in the Price Schedule, the cost for the Initial Year and for four (4) successive years for support and maintenance for hardware and software.

V. ADDITIONAL VMATS

Additional VMAT units may be required if the Airport obtains additional vehicles. Contractor must provide a fixed unit cost for each VMAT, in the event additional vehicles are requested. Advise price term and delivery time in response.

**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION
ADMINISTRATION AIRPORT CIRCULAR (AC) 150/5220-26, AIRPORT GROUND
VEHICLE AUTOMATIC DEPENDENT SURVEILLANCE – BROADCAST (ADS-B) OUT
EQUIPMENT.**



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Consolidated to include Changes 1-3

Subject: Airport Ground Vehicle Automatic
Dependent Surveillance - Broadcast (ADS-B)
Out Equipment

Date: 11/14/2011

AC No: 150/5220-26

Initiated by: AAS-1

Change: 3

1 Purpose of the Advisory Circular.

This Advisory Circular (AC) provides guidance on the development, installation, testing, approval, and maintenance of Automatic Dependent Surveillance – Broadcast (ADS-B) Out squitter units, commonly referred to as Vehicle Movement Area Transmitters (VMATs), for airport ground vehicles that regularly operate in airport movement areas. Using this AC, airports will be able to acquire approved and authorized VMAT units that are compliant with Title 14 Code of Federal Regulations (CFR), Part 91, *ADS-B Out Performance Requirements to Support Air Traffic Control (ATC) Service*. FAA-E-3032, *Vehicle ADS-B Specification*, dated January 7, 2015, established technical specifications for manufacturing VMAT units.

2 Application of this AC.

The Federal Aviation Administration (FAA) recommends the guidance in this AC for airport ground vehicles that regularly operate in the movement areas at public-use airports. This AC does not constitute a regulation, is not mandatory, and is not legally binding in its own right. It will not be relied upon as a separate basis by the FAA for affirmative enforcement action or other administrative penalty. Conformity with this AC is voluntary, and nonconformity will not affect rights and obligations under existing statutes and regulations, except as follows:

- a. While an airport has voluntary discretion to equip its vehicles with VMAT equipment, an airport that opts to implement VMATs must comply with federal regulatory requirements for radio frequency transmission. The National Telecommunications and Information Administration (NTIA) has authority over spectrum management for all Federal agencies as specified in 47 CFR § 300, the Manual of Regulations and Procedures for Federal Radio Frequency Management. Vehicle ADS-B use is regulated as a type of Aeronautical Mobile Utility station under 47 CFR § 87.345 and 47 CFR § 87.349. FAA Order 6050.32, *Spectrum Management Regulations and Procedures Manual*, serves as the governing FAA policy addressing spectrum management for aeronautical uses, including ADS-B Out. In support of the FAA’s responsibilities for

spectrum management, the following requirements apply to an airport that opts to install VMATs on its vehicles:

- (1) Airports and other entities operating (such as airline super tugs) on the movement area must have FAA approval to use Ground Vehicle ADS-B Out equipment, in conjunction with the provisions of this AC.
 - (2) All airport VMAT units must meet the requirements stated in FAA-E-3032, *Airport Ground Vehicle ADS-B Specification*, January 7, 2015, or its successors.
 - (3) Airport authorities or entities approved by the FAA to use VMAT equipment must obtain a FCC license to transmit prior to operating, per 47 CFR Part 87.
 - (4) Vendors developing, installing, testing, and seeking FAA approval of ADS-B Out units for installation on airport ground vehicles, must comply with this AC.
 - (5) Use of these standards and guidelines is mandatory for projects funded under Federal grant assistance programs, including the Airport Improvement Program (AIP). See Grant Assurance #34. Refer to FAA Order 5100.38, *Airport Improvement Program Handbook*, for information on grant funding eligibility.
- b. This AC is mandatory for projects funded by the Passenger Facility Charge program. See 14 CFR Part 158, *ADS-B Out Performance Requirements to Support Air Traffic Control (ATC) Service*, Appendix A.
 - c. This AC provides one, but not the only, acceptable means of meeting the requirements of 14 CFR part 139, *Certification of Airports*.
 - d. The FAA recommends the guidance in this AC for vendors, airport operators, and other personnel to ensure proper implementation, monitoring, and operation of the VMAT units deployed to vehicles on the airport.
 - e. In this AC, the words “must”, “shall”, “should”, and “may” are used to define different levels of requirements or recommendations:
 - “Must” or “shall”: Conveys a requirement.
 - “Should”: Describes a recommendation.
 - “May”: Denotes a permissible practice or action, but not a requirement.

3 **Deployment considerations at airport locations.**

VMATs enable improved safety and situational awareness on the airport surface. The FAA encourages voluntary action by airport operators to install VMATs on vehicles that regularly operate in the movement area.

- a. Airports equipped with FAA Airport Surface Detection Equipment (ASDE) are the most suitable locations for installation of VMATs. ASDE systems are necessary to receive the ADS-B Out signals from VMATs for use on ATC displays. The ATC displays assist controllers with issuing separation

instructions to vehicles or aircraft to maintain safety. The precise location information from VMATs also enhance the performance of ASDE subsystems used to activate Runway Status Warning Lights (RWSL). The FAA strongly encourages airport operators at the ASDE-equipped airports (shown in [Table 1](#)) to equip their vehicles that regularly operate in the movement area with VMATs. If in the future, the FAA installs new ASDE at additional airports, those locations become suitable sites for equipage of vehicles with VMATs.

- b. Airports without ASDE may choose to equip their vehicles with VMATs. Aircraft equipped with ADS-B In avionics and Cockpit Display of Traffic Information (CDTI) will enable pilots to see the location of VMAT-equipped vehicles on cockpit moving map displays. Aircraft equipage with ADS-B In should become more widespread in future years. The FAA advises airports without ASDE to consider current and near-term ADS-B In equipage of aircraft using their airport when assessing investments in VMATs.

4 **Background.**

Every year, aircraft and vehicles are involved in incidents at airports that have potentially serious consequences. Many of these events occur in periods of reduced visibility, which results in reduced or lost situational awareness for flight crews and air traffic controllers. The FAA deploys and maintains several systems and technologies to help reduce the number and severity of these incidents within airport movement areas.

a. **Definitions.**

- (1) **VMAT:** Mobile equipment that determines the position of the surface vehicle in which it is installed using Global Positioning System (GPS) navigation and broadcasts that information on one of the two ADS-B data links (978 MHz UAT or 1090 MHz ES).
- (2) **Squitter:** Output pulses from an airport ground vehicle ADS-B transponder unit generated by an internal triggering system rather than by external interrogation pulses.
- (3) **VMAT Transmit Map for Airport Surface:** The transmit maps of the airport surface define where the VMAT unit is active by controlling the ADS-B transmit out off/on function. The FAA generates the transmit boundaries when requested by the airport.

b. **ASDE.**

The FAA deployed ASDE systems to Airport Traffic Control Towers (ATCTs) at 43 commercial airports as shown in [Table 1](#). The design of the ASDE system supports safe ground operations at an airport by providing reliable and accurate information on the location of aircraft and ground vehicles. It does this through a combination of technologies, including ADS-B. ASDE includes both the Model X system, known as ASDE-X, or the Airport Surface Surveillance Capability (ASSC).

Due to the inherent problems associated with radio frequency and radar transmissions, a single sensor surveillance system may not provide a complete and accurate depiction of a target to the controller. The ASDE mitigates this problem by fusing the data from several different sources, including ADS-B, multilateration, and radar (as applicable) to provide the most accurate target information. The ASDE system receives the position reports from multiple sensors and “fuses” them into a single accurate target report. Data fusion provides the most complete and accurate picture of the intended target’s position and motion. The ASDE system alerts controllers to potential conflicts so they can take appropriate action to prevent surface incidents. The ASDE system also contains the logic needed to activate RWSL, where installed.

c. ADS-B.

ADS-B is a cornerstone technology in the FAA’s Next Generation Air Transportation System (NextGen) initiative. NextGen’s goal is to modernize the safety and efficiency of the National Airspace System. ADS-B provides improved surveillance of aircraft in the terminal, en route, and on surface environments, as well as vehicles on the airport surface; and provides equipped aircraft with shared situational awareness via a cockpit display of proximate traffic.

Aircraft and ground vehicles equipped with ADS-B transponders continually broadcast information, such as identification, current position, altitude, and velocity. ADS-B uses highly-accurate GPS navigation signals to determine the aircraft or vehicle location, thereby making the location information more timely and accurate than the position information provided by a conventional radar system. The system converts that position into a unique digital code and transmits it, along with a unique identification code, to locate, identify, and track the specific aircraft or vehicle. A network of ground-based and space-based ADS-B sensors, including some integrated into ASDE, receive the ADS-B data from aircraft and vehicles and send it to ATC automation systems and displays. ADS-B is “automatic” by not requiring external interrogation, but is “dependent” because it relies on onboard GPS position sources and onboard broadcast transmission systems to provide surveillance information to ATC, and other aviation users including pilots and airports.

“ADS-B Out” refers to the capability of transmitting ADS-B information. ADS-B Out provides an accurate and timely position report to ATC including aircraft or vehicle identity and other information. The ADS-B position broadcast also provides a signal for multilateration receivers. Aircraft or vehicles can voluntarily equip with the “ADS-B In” equipment necessary to receive ADS-B Out messages and other broadcast services, such as Traffic Information Service-Broadcast (TIS-B), and display that information in the cockpit or vehicle. ADS-B In improves situational awareness for pilots and/or vehicle operators.

d. VMATs.

VMAT units are ADS-B transponders deployed on airport ground vehicles to reduce the risk of runway incursions and conflicts between aircraft and vehicles

operating in the airport movement areas. VMATs utilize an ADS-B transmitter to broadcast a highly accurate position (GPS-based), which is received by various ATC ground stations and aircraft on or near the airport and presented on an ATC or vehicle display. Additionally, the ADS-B system provides a mechanism for the delivery and display of an integrated surface picture to airport operators through an add-on display capability.

The VMAT unit uses a GPS sensor navigation source capable of providing highly accurate position data as outlined in the specification. The VMAT units operate on either the 1090 ES link or the 978 MHz/UAT link. However, due to 1090 MHz spectrum congestion, the FAA strongly prefers the use of the uncongested 978 MHz/UAT link.

Whether the unit is capable of transmitting on just one link or both (1090 and 978 MHz), the unit must only transmit on one link at a time. The VMAT ADS-B transmissions are only active when the vehicle position is within or approaching the defined transmit area. The ADS-B equipment contains a transmit map that controls the on/off transmit function based on position of the vehicle on the airport when within or proximate to the movement area.

The FAA authorizes the airport operator and potentially other entities (e.g., airlines) to deploy and use VMATs on airport vehicles that regularly operate in the movement area. Typical vehicles equipped VMATs include airport inspection vehicles, fire and rescue vehicles, maintenance vehicles for snow and grass, and other vehicles authorized by the airport operator, such as airline supertugs. FAA vehicles operating in movement areas can be equipped with VMATs.

Table 1. Airports with Existing FAA ASDE Surveillance Systems in the ATCT

Below is a table of commercial service airports currently equipped with FAA ASDE surveillance systems in the ATCT.

Identifier	Airport
ASDE-X equipped ATCTs	
BWI	Baltimore-Washington International Thurgood Marshall Airport
BOS	Boston Logan International Airport
BDL	Bradley International Airport
MDW	Chicago Midway Airport
ORD	Chicago O’Hare International Airport
CLT	Charlotte Douglas International Airport
DFW	Dallas-Ft. Worth International Airport
DEN	Denver International Airport

Identifier	Airport
DTW	Detroit Metro Wayne County Airport
FLL	Ft. Lauderdale/Hollywood Airport
MKE	General Mitchell International Airport
IAH	George Bush Intercontinental Airport
ATL	Hartsfield-Jackson Atlanta International Airport
HNL	Honolulu International –Hickam Air Force Base Airport
JFK	John F. Kennedy International Airport
SNA	John Wayne-Orange County Airport
LGA	LaGuardia Airport
STL	Lambert-St. Louis International Airport
LAS	Las Vegas Harry Reid International Airport
LAX	Los Angeles International Airport
SDF	Louisville Muhammad Ali International Airport
MEM	Memphis International Airport
MIA	Miami International Airport
MSP	Minneapolis St. Paul International Airport
EWR	Newark International Airport
MCO	Orlando International Airport
PHL	Philadelphia International Airport
PHX	Phoenix Sky Harbor International Airport
DCA	Ronald Reagan Washington National Airport
SAN	San Diego International Airport
SLC	Salt Lake City International Airport
SEA	Seattle-Tacoma International Airport
PVD	Theodore Francis Green State Airport
IAD	Washington Dulles International Airport
HOU	William P. Hobby Airport

Identifier	Airport
ASSC equipped ATCTs	
SFO	San Francisco International Airport
CLE	Cleveland/Hopkins International Airport
PIT	Pittsburgh International Airport
PDX	Portland International Airport
ANC	Anchorage International Airport
CVG	Cincinnati/Northern Kentucky International Airport
MSY	Louis Armstrong New Orleans International Airport
MCI	Kansas City International Airport

5 **Developing VMAT equipment meeting FAA Specifications.**

a. **VMAT Technical Specification.**

The vehicle ADS-B squitter specification details functional requirements for the vehicle units installed on airport surface vehicles. These requirements are necessary to determine the position of the surface vehicle in which it resides and broadcast that information on one of the two ADS-B data links. See FAA-E-3032, *Vehicle ADS-B Specification*, dated January 7, 2015. The specification document provides the requirements for both 978 MHz UAT and 1090 MHz ES transmissions. Vendors producing equipment for surface vehicles must adhere to the requirements stated in the document.

The specification document addresses the broadcast of ADS-B only (the reception and display of ADS-B data in the vehicle is not addressed); and the testing, compliance, and verification guidelines of the VMAT units.

b. **FAA Specification Testing.**

The VMAT Factory Acceptance Test (FAT) plan outline the test procedures and processes necessary for demonstrating the vehicle unit’s compliance with FAA-E-302. Testing of VMAT units serves to verify they meet the functional and performance requirements. Testing includes the bench tests and environmental tests outlined in the specification document. Unit level testing requirements exist for both 1090 MHz ES and 978 MHz UAT equipment. Performance of tests occur at the vendor’s facilities as approved by the FAA. Integration testing of VMAT units, including the navigation system and the ADS-B transmitting system, verifies system performance. The vendor submits test documentation to the FAA verifying successful completion of the specified tests. The vendor provides the FAA with documentation of their quality control program for

production of their VMAT units when submitting the factory test report. The FAA reserves the right to witness specific test procedures at the vendor's facility.

Subsequent to obtaining approval for the bench and environmental test results, the vendor makes a VMAT unit available to the FAA for additional testing at the FAA Technical Center. This testing consists of limited bench testing of key requirements to verify performance. The FAA may request vendors to provide test tool support, similar to the capabilities that the vendor used for its factory bench testing, in order to enable specific tests or provide access to internal test points for verification. The FAA tests for correct use of the transmit map and function for operations on the airport surface.

c. FCC Equipment Authorization.

Vendors must obtain FCC Equipment Authorization in accordance with 47 CFR Part 2, Subpart J. Vendors must file FCC form 731 for each unique product identifier and a unique FCC identifier is required on the product label. The application must include product documentation, fees remittance, and descriptions of the required test data. Paragraph 2.1033(c) of FCC form 731 lists the requirements for equipment types other than those operating under 47 CFR Part 15 or Part 18 of the FCC rules.

For equipment type test requirements other than those operating under 47 CFR Part 15 or Part 18, refer to paragraphs listed in paragraph 2.1041 of FCC form 731. Paragraph 2.947 of that document outlines the measurement procedure.

The following paragraphs list measurement data requirements:

- 2.1046 – RF power output
- 2.1047 – Modulation Characteristics
- 2.1049 – Occupied Bandwidth
- 2.1051 – spurious emissions at antenna terminals
- 2.1053 – Field strength of spurious radiation (substitution method)
- 2.1055 – Frequency stability
- 2.1057 – Frequency spectrum to be investigated
- 2.1091 – RF radiation exposure evaluation: mobile devices
- 2.1093 - RF radiation exposure evaluation: portable devices

Submit applications for equipment authorization electronically. Provide required exhibits the appropriate electronic file type. FCC requires up to 13 different exhibit types:

1. Identification label and location information
2. Attestation statements
3. External photos
4. Block diagrams
5. Schematics
6. Test Report
7. Test setup photos
8. User's manual

9. Internal photos
10. Parts list and tune-up information
11. RF exposure information
12. Operational description
13. Cover letters

Vendors submit applications to FCC via the OET Laboratory Division. Reviews take 5–10 weeks to complete.

d. Training Materials.

The VMAT manufacturer provides a detailed training manual for its equipment as part of its compliance with FAA technical specifications. The FAA reviews the training material to ensure proper development of all training plans and materials.

e. VMAT Qualified Units List.

When the FAA authorizes the new VMAT equipment, the FAA will update the qualified equipment list of the VMAT units authorized to operate on the airport surface and broadcast on ADS-B. The current listing of authorized VMAT units is published as an Addendum file to Appendix A of this AC. From <https://www.faa.gov/airports>, select “Airport Advisory Circulars” and continue to “AC 150/5220-26 Addendum.”

6 Deploying VMAT Equipment.

a. Site Acceptance Testing (SAT).

Conduct SAT at each airport deploying VMATs on vehicles. SAT validates every VMAT installation (i.e., current transmit map, International Civil Aviation Organization (ICAO) codes, and vehicle call signs) and confirms the VMAT units operate properly. Once the operator reviews the SAT report for satisfactory completion, the operator submits the report to the FAA within 30 days for review. If the FAA discovers deficiencies in the report, the FAA notifies the operator, who then takes corrective actions to address the deficiencies.

The airport operator may choose to contract with a third-party vendor to perform SAT. Refer to the current version of the *ATO Surveillance and Broadcast Services Vehicle ADS-B Out Deployment Plan* for additional information on the deployment process, including checklists. Complete a SAT checklist for each equipped vehicle.

The FAA may participate in an airport’s SAT at the time of VMATs deployment, or choose to evaluate the SAT report only. The FAA requests notification 60 days prior to the SAT to allow for optional participation. Successful completion of the SAT indicates the deployed VMATs meet all applicable regulatory requirements and equipment specifications. With completion of SAT, the airport operator can operate the VMAT equipment installed on its vehicles.

Complete SAT documents for transfer of VMATs from one vehicle to another.

b. FCC Transmit Authorization.

Airport operators or entities approved by the FAA to use VMATs must obtain an FCC license to transmit prior to operating. Title 47 CFR Part 87 governs the licensing and operation of equipment transmitting within aviation frequency bands. Operators adhere to the applicable parts of 47 CFR Part 87 and references contained within.

File applications for a transmit license through the FCC's Universal Licensing System (ULS). Airport operators or entities approved by the FAA can apply to operate up to 200 VMATs under a single application. Filing of applications for VMAT transmit licenses occurs under the station class Memorandum of Understanding (MOU) for Aeronautical Utility Mobile Stations.

Prior to filing with the FCC, the applicant must coordinate with the applicable FAA Regional Frequency Management Office (FMO). The Regional FMO provides a coordination number that is included in the application to the FCC.

c. Vehicle 24-Bit ICAO Code Assignment.

Each vehicle equipped with a VMAT unit is uniquely identifiable due to the use of the appropriate 24-bit ICAO identification and vehicle identification information programmed into the unit, in accordance with instructions provided by the manufacturer. Airport operators may request a block of 200 24-bit ICAO identification codes from the FAA Aircraft Registration Branch.

The block of up to 200 ICAO identification codes ensures compliance with the limit of 200 VMAT units (total of 1090 ES and UAT) per airport.

To obtain the 24-bit ICAO identification codes, approved airport operators must send a signed and dated letter that indicates the following:

- Request is for airport ground vehicle ADS-B equipment
- Number of 24-bit ICAO codes required
- Point of contact
- Name and address of the airport where equipment will operate

Airports should send their requests to the following addresses:

Via U.S. Postal Service:

FAA Aircraft Registration Branch
PO Box 25504
Oklahoma City OK 73125-0504

Via commercial delivery services:

FAA Aircraft Registration Branch
Registry Building Room 118
6425 South Denning
Oklahoma City OK 73169-6937
866-762-9434

Operating VMAT Equipment.

a. VMAT Performance Monitoring.

The FAA conducts performance monitoring throughout the life cycle of the VMATs deployed at airports, using the ADS-B and/or ASDE systems. If a unit broadcasts erroneous information, the FAA notifies the airport operator to cease operating the non-performing VMAT until repair or replacement of the unit. Or, the vehicle driver may notice a VMAT malfunction and so remove the unit from service. Operators must remove from service immediately any unit broadcasting erroneous information. The airport operator coordinates with the vendor to ensure repair or replacement of the non-performing VMATs.

b. Airport Operator Responsibilities.

At airports deploying VMATs, certain provisions apply ensuring system integrity and reliability. These provisions include the following:

- (1) The FAA authorizes the use of VMATs by the airport operator, or other entities (e.g., airlines towing aircraft) approved by the FAA and coordinated with the FCC and the FAA Spectrum Office. Other entities can include airlines that regularly operate super tugs in the airport movement area.
- (2) The FAA authorizes a maximum of 200 (1090 ES and UAT) VMATs per airport to ensure no performance degradation of other FAA surveillance systems operating on the 1090 MHz frequency. While any combination of 200 units per airport is permissible, the FAA strongly encourages airports to use the UAT units rather than the 1090 ES units due to potential congestion of the 1090 MHz spectrum.
- (3) Vehicles equipped with VMATs must meet the requirements outlined in FAA-E-3032, *Airport Ground Vehicle ADS-B Specification*, dated January 7, 2015.
- (4) FCC regulation defines the transmit area operation of VMATs, which is currently confined to the airport movement area. For vehicles equipped with 978 MHz UAT units, this includes operations in transit to the movement area. Use of the current transmit map ensures compliance with this requirement.
- (5) Promptly notify the FAA, AJM-421 SBS Surface Surveillance Programs, of unit configuration changes for new installations, transfers (including seasonal transfers), replacements and/or removals of VMAT units. Use the current configuration management template in the *ATO Surveillance and Broadcast Services Vehicle ADS-B Out Deployment Plan* to update the VMAT vehicle configuration information.

c. Current Transmit Maps.

The FAA provides the vendor and airport with the current transmit boundaries for the airport surface in a .kml format. The vendor then develops the transmit map for the deployed VMATs. The transmit map for the airport surface is used

to control the VMAT on/off function as the vehicle moves on the airport surface. The vendor-supplied user interface software uploads the transmit map to the VMAT.

The FAA notifies the airport operator when/if there are updates to the transmit boundaries.

d. Radio Call Sign Assignment.

Program VMAT units with distinct vehicle radio call signs. The radio call signs apply to communications with ATC and appear on the ASDE display. Call signs are limited to a maximum of eight (8) characters. Examples of possible call sign designators are:

- ARFxxx is the aircraft rescue and fire-fighting department vehicle
- FAAxxx is an FAA vehicle
- APTxxx is an airport operator vehicle

8 Obtaining FAA and Other Publications.

a. RTCA Documents.

Obtain RTCA documents from RTCA, Inc., 1828 L Street NW, Suite 805, Washington DC 20036, (202) 833-9339, or from the RTCA website at <https://www.rtca.org>.

- (1) RTCA/DO-260B, *Minimum Operational Performance Standards for 1090 MHz Extended Squitter Automatic Dependent Surveillance Broadcast (ADS-B) and Traffic Information Services – Broadcast (TIS-B)*, December 2, 2009.
- (2) RTCA/DO-282B, *Minimum Operational Performance Standards for Universal Access Transceiver Automatic Dependent Surveillance – Broadcast Revision B*, December 2, 2009.

b. Title 14 of the Code of Federal Regulations (14 CFR), Aeronautics and Space.

Obtain copies of 14 CFR Parts 21, 23, 25, 27, 29, 43, and 91 from the Superintendent of Documents, Government Printing Office, PO Box 979050, St. Louis MO 63197. For general information, call 202-512-1800, fax 202-512-2250, or visit <https://www.govinfo.gov> (select “Code of Federal Regulations”).

- (1) 14 CFR Part 91, *Automatic Dependent Surveillance-Broadcast (ADS-B) Out Performance Requirements to Support Air Traffic Control (ATC) Service*, Final Rule, May 28, 2010, <https://www.federalregister.gov/documents/2010/05/28/2010-12645/automatic-dependent-surveillance-broadcast-ads-b-out-performance-requirements-to-support-air-traffic>.

c. FAA Advisory Circulars.

Access copies of ACs on the FAA website at https://www.faa.gov/regulations_policies/advisory_circulars/.

d. **FAA Technical Standard Orders (TSO).**

Find a current list of technical standard orders at https://www.faa.gov/aircraft/air_cert/design_approvals/tso. You will also find the TSO Index of Articles at the same location.

e. **Collins Aerospace.**

Obtain copies of ARINC documents via Collins Aerospace from <https://www.collinsaerospace.com/what-we-do/service-and-support/support>.

f. **SAE International.**

Order SAE documents from SAE International, 400 Commonwealth Drive, Warrendale PA 15096-0001, 724-776-4970 (telephone), 724-776-0790 (fax) or at <https://www.sae.org>.



John R. Dermody
Director of Airport Safety and Standards

APPENDIX A. QUALIFIED VMATs

When the FAA authorizes new VMAT equipment, the FAA will update the qualified list of VMAT units authorized to operate on the airport surface and broadcast on ADS-B. The current listing of authorized VMAT units is published as an Addendum file to Appendix A of this AC. From <https://www.faa.gov/airports>, select “Advisory Circulars” and continue to “AC 150/5220-26 Addendum.”

The following VMAT units have met the requirements contained in FAA-E-3032, *Vehicle ADS-B Specification*. This listing contains the complete listing of currently certified VMAT units and their manufacturers. Equipment not listed here, but listed in prior addendums to the AC, has been deleted.

a. **FAA Approved Model Number: FDL-978-GTX/E**

ADS-B data link: 978 MHz Universal Access Transceiver

Vendor: Harris Corporation

Manufacturer: FreeFlight Systems

Contact:

Harris Corporation
(855) 890-5137
CAS@Harris.com
www.symphonycdm.com

b. **FAA Approved Model Number: FDL-978-GTX/A (External Mount)**

ADS-B data link: 978 MHz Universal Access Transceiver

Manufacturer: FreeFlight Systems

Note: This unit is no longer being manufactured and is not available for new installations; however, existing installations may continue for the lifecycle of the units.

Contact:

FreeFlightSystems
(800) 487-4662
<https://www.freeflightsystems.com>

c. **FAA Approved Model Number: uAvionix VTU-20**

ADS-B data link: 978 Mhz Universal Access Transceiver

Manufacturer: uAvionix

Contact:

uAvionix
(844) 827-2372
<https://uavionix.com>

Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5220-26 Change 3

Date: _____

Please check all appropriate line items:

An error (procedural or typographical) has been noted in paragraph _____ on page _____.

Recommend paragraph _____ on page _____ be changed as follows:

In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)

Other comments:

I would like to discuss the above. Please contact me at (phone number, email address).

Submitted by: _____

Date: _____

PRICE SCHEDULE

*****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 THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.*****

A. EQUIPMENT – Refer to Scope of Work, Section II and Section V.

Bidder must provide a Firm Fixed Price in U.S. Dollars for Each VMAT Unit identified below and a Total Firm Fixed Price for the 21 VMAT units listed below and a Firm Fixed Price for Each Additional VMAT Unit if the County/Airport desires to obtain additional unit(s). Firm Fixed Price must include all equipment and all things necessary for the installation, implementation, and successful operation of each VMAT Transponder, in accordance with U.S. Department of Transportation Federal Aviation Administration Airport Circular (AC) 150/5220-26, Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Equipment.

Item No.	Year/Make/Model	Unit Number	<u>Firm Fixed Price in U.S. Dollars</u> <u>EACH VMAT UNIT</u>
<u>Security Vehicles (2)</u>			
A-1	2017 Chevy Silverado 4x4	18139	\$
A-2	2017 Chevy Silverado 4x4	18159	\$
<u>Maintenance Vehicles (9)</u>			
A-3	2005 Ford F-150 Gas	8402	\$
A-4	2007 Ford F-150 Propane	8421	\$
A-5	2007 Ford F-150 Propane	8422	\$
A-6	2017 Chevy 1500 4x4	18138	\$
A-7	2014 Dodge Ram 2500 4x4	18030	\$
A-8	2008 Ford F-350 Crew Cab	8420	\$
A-9	2001 International Dump Truck	8407	\$
A-10	2005 Isuzu Tymco Sweeper Truck	8112	\$
A-11	Boom Truck	19073	\$
<u>Mowers and Tractors (10)</u>			
A-12	2016 John Deere Tractor (Batwing)	18133	\$
A-13	2020 John Deere Tractor (w/ bush hog)	18241	\$

*****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 THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.*****

Item No.	Year/Make/Model	Unit Number	<u>Firm Fixed Price in U.S. Dollars</u> <u>EACH VMAT UNIT</u>
A-14	Kubota Tractor w/ Frailer Mower	8413	\$
A-15	2006 Kubota Diamond Cutter (Outdated)	8414	\$
A-16	2008 John Deere Bob Cat	18001	\$
A-17	2018 New Holland Backhoe	2406	\$
A-18	Scag 61 inch Cut Riding Mower	18195	\$
A-19	2012 Kubota Tractor w/ Bush Hog	18013	\$
A-20	DeKalb County Scag Mower 1		\$
A-21	Dekalb County Scag Mower 2		\$
A-22	<u>TOTAL FIRM FIXED PRICE FOR 21</u> <u>VMAT UNITS IN U.S. DOLLARS</u>		\$ _____
A-23	Firm Fixed Price for Each Additional VMAT Unit (in addition to the 21 above) if County/Airport desires additional unit(s).		\$ _____

*****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 THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.*****

B. INSTALLATION – Refer to Scope of Work, Section III.

Bidder must provide a Firm Fixed Price in U.S. Dollars for the Installation of 21 VMAT Units as identified in Item A above.

Item No. B-1.

Bidder must enter a Firm Fixed Price for On-site Installation by Contractor.

Each VMAT Unit: \$ _____

Item No. B-2.

Bidder must enter a Total Firm Fixed Price for On-site Installation of 21 VMAT Units by Contractor.

\$ _____

Item No. B-3.

Bidder must enter a Firm Fixed Price for On-site Installation Certification (Training) of Airport Staff by Bidder.

\$ _____

Item No. B-4.

Bidder must enter a Firm Fixed Price for Each VMAT off-site installation \$ _____

Item No. B-5.

Bidder must enter a Firm Fixed Price for Each Remote Installation Support.

\$ _____

*****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 THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.*****

C. SUPPORT AND MAINTENANCE – Refer to Scope of Work, Section IV.

Item No. C-1. Initial Year Support and Maintenance.

Bidder must enter a Firm Fixed Price for the Initial Year 24/7 technical support and maintenance for 21 Vehicles stated above. Support and Maintenance must include but not limited to each VMAT's hardware and software.

\$ _____

Item No. C-2. Year 1 Support and Maintenance.

Bidder must enter a Firm Fixed Price for the Initial Year 24/7 technical support and maintenance for 21 Vehicles stated above. Support and Maintenance must include but not limited to each VMAT's hardware and software.

\$ _____

Item No. C-3. Year 2 Support and Maintenance.

Bidder must enter a Firm Fixed Price for the Initial Year 24/7 technical support and for 21 Vehicles stated above. Support and Maintenance must include but not limited to each VMAT's hardware and software.

\$ _____

Item No. C-4. Year 3 Support and Maintenance.

Bidder must enter a Firm Fixed Price for the Initial Year 24/7 technical support and for 21 Vehicles stated above. Support and Maintenance must include but not limited to each VMAT's hardware and software.

\$ _____

Item No. C-5. Year 4 Support and Maintenance.

Bidder must enter a Firm Fixed Price for the Initial Year 24/7 technical support and for 21 Vehicles stated above. Support and Maintenance must include but not limited to each VMAT's hardware and software.

\$ _____

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) _____ (Initial)
- Bidder acknowledges that this bid is valid for 90 days from and including _____ (Initial)
the bid opening date.
- Bidder acknowledges that bid meets or exceeds minimum specifications. _____ (Initial)
Any deviation from minimum 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)
 - 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 be 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 shall complete and submit the following documents with their bid:

Bid Page No.	Title	Check This Box If Included With Bid
45	Bid Acknowledgement Form *	
46	Required Documents Checklist	
47	Contractor Reference and Release Form *	
48	Subcontractor Reference and Release Form, if applicable **	
50	Contractor Affidavit *	
51	Subcontractor Affidavit, if applicable **	
52	LSBE - Exhibits A and/or B of Attachment G *	
61	First Source Jobs Acknowledgement Form of Attachment H *	
71	New Employee Tracking Form of Attachment I *	

***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
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT D

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

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

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

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

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

BY: Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

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

BY: Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT G

**DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**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 Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
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 **not** 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 A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". 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 <https://www.dekalbcountyga.gov/purchasing> 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 A." 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 A

**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 No. 23-101624**

TITLE OF UNIT OF WORK– **Vehicle Movement Area Transponders (VMAT) (Multi-Year Contract)**

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 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 B”.

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	

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.

EXHIBIT A, CONT'D
DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

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

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of 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 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, DeKalbFirstLSBE@dekalbcountyga.gov.

EXHIBIT A, CONT'D

**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 A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

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

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

From: _____ **Y LSBE –DeKalb Y LSBE –MSA**
(Name of Subcontractor Firm) (Check all that apply)

ITB Number: 23-101624

Project Name: Vehicle Movement Area Transponders (VMAT) (Multi-Year Contract)

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/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



CHAPTER 7: FIRST SOURCE ORDINANCE

CHAPTER 07



First Source

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 **(e.g. See Appendix 1)**.

Appendix – 1-Forms and Letters

- A. First Source Ordinance Fact Sheet***
(front and back of document, 2 pages total)
- B. First Source Recruitment and Monitoring Process***
- C. First Source Ordinance Municipal Code***
- D. First Source Acknowledgement Form***
- E. New Employee Tracking Form***
- F. Business Service Request Form***
- G. Employment Roster***



A. First Source Ordinance Fact Sheet

The First Source Ordinance is a public regulation that requires contractors and beneficiaries to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry (candidate database).

WSD has a First Source Registry of qualified and trained DeKalb County residents. WSD can assist you with choosing the right candidate using the First Source Registry of qualified and trained DeKalb County residents. WSD can also assist you with choosing the right candidate using the First Source Registry to meet your company’s human capital needs.

SUMMARY OF SERVICES

- Pre-screened applicants
- Advertise and administer recruitments, job fairs and more
- Market positions and recruit strong candidates
- Provide computer access to current and future employees to assist with application process and/or testing
- Provide supportive services for new hires.

WHO QUALIFIES?

- Recipients of county grants and contracts of \$50,000 or more with DeKalb County for purchase orders, construction projects, professional or consulting services.

What is the First Source Ordinance?

The First Source Ordinance is a public regulation that calls for contractors and beneficiaries of DeKalb County to hire DeKalb County residents for at least fifty (50) percent of all jobs using the First Source Registry.

Who is considered a Contractor?

An individual or entity entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, which is funded in whole or part with County funds or County-administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures.

Who is considered a Beneficiary?

A beneficiary is an immediate recipient of grants or community development block funds administered by the County. The term shall only apply to those entities benefiting from such County funds or administered funds in the amount of \$50,000 or more.



What is the First Source Registry?

The First Source Registry is a candidate database, maintained by WSD, of employable persons who are residents of the County to be called upon as a source to fill jobs created or maintained as a direct or indirect result of public funding.

What are the benefits of the First Source Ordinance?

- All applicants are pre-screened to ensure that only qualified candidates are referred for interviewing;
- Assist with finding appropriate space for orientations, recruitments, job fairs, and more as needed and appropriate;
- Advertise and administer recruitment events and job fairs;
- Provide job seeker services and computer access to both current and future employees who need assistance with applications, testing, etc.;
- Access to qualified and trained applicant pool

For more information contact our office using 404.687.3400. Visit our website at www.worksourcedekalb.org.

B. First Source Recruitment and Monitoring Process

Purchasing and Contracting Responsibilities:

- 1) Procurement Agent shall notify WSD to attend all First Source applicable pre-solicitation, pre-bid/proposal, and Notice to Proceed (NTP) meetings.
- 2) Procurement Agent to submit to WSD, First Source form information provided with vendor bid and proposal submissions regarding number of anticipated jobs and titles. First Source form information to be provided during in-house award routing process for awards of \$50,000 or more.
- 3) Procurement Agent to include current First Source Ordinance requirements language and First Source form information in all applicable solicitations as well as First Source provision in each applicable contract.
- 4) Procurement Agent to provide to WSD a copy of the attendance sheet completed by those in attendance at the pre-solicitation and NTP meetings. Pre-bid/proposal meeting attendance sheets are posted and available for WSD on the Purchasing and Contracting website under the applicable project.
- 5) Upon WSD determining a vendor First Source Ordinance compliance issue, WSD shall submit a vendor performance rating form to Purchasing and Contracting indicating such

WorkSource DeKalb – Standard Operating Procedures – Business Solutions Unit



a compliance issue. Purchasing and Contracting will handle the submitted vendor performance rating form in accordance with its vendor management procedures and processes.

- 6) Purchasing and Contracting will assist WSD in their efforts to enforce the First Source Ordinance.

WorkSource DeKalb Responsibilities

- 1) Prior to attending the NTP meeting, First Source Representative will make contact with Purchasing and Contracting or Contract Compliance Officer/Contract Administrator to identify number of anticipated jobs and titles indicated in the successful proposal submitted by the contractor.
- 2) First Source Representative will outline the provisions of the ordinance and the responsibility of the contractors and WSD in administering the ordinance.
- 3) First Source Representative will exchange business cards or contact information virtually with all contractors in attendance and may schedule an on-site visit, if necessary.
- 4) First Source Representative will inquire whether the contractors have any current job openings. If yes, First Source Representative will request the Contractor to complete the First Source Business Service Request Form and submit to First Source Representative.
- 5) First Source Representative will enter the NTP meeting information and contact information from the contractor(s) into the First Source Tracking Report and Taleo Database for monthly tracking.
- 6) The “Good Faith Effort” stipulation in the Ordinance will have been addressed once contractors confirm staffing needs. Contractors with staffing needs must communicate with WSD Business Specialist to post the positions and secure candidates in order to satisfy this stipulation. If there are no staffing needs, then the requirement has been successfully satisfied.
- 7) First Source Representative will record the responses on the First Source Tracking Report, maintained by WSD to identify any staffing opportunities from the contractor(s).
- 8) Upon receipt of a Business Service Request Form from the contractors or sub-contractors, First Source Representative will query the First Source Registry to identify and advise contractor of all suitable applicants for possible interviews.
- 9) Upon the placement of applicant(s), WSD will record the number and type of positions filled by each contractor on the First Source Tracking Report.



C. First Source Ordinance Municipal Code

ARTICLE VIII. - FIRST SOURCE JOBS [11]

Sec. 2-231. - Title.

Sec. 2-232. - Purpose and intent.

Sec. 2-233. - Definitions.

Sec. 2-234. - Duties of purchasing and contracting department.

Sec. 2-235. - Duties of workforce development department.

Sec. 2-236. - First source requirements.

Sec. 2-237. - Disclaimer.

Sec. 2-231. - Title.

This article shall be known as the first source program.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-232. - Purpose and intent.

The purpose of this article is to create the first source program, which requires beneficiaries and contractors of eligible projects to use the first source job register to fill jobs created as a direct result of public funding.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, 8-23-11)

Sec. 2-233. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. ***Agreement*** means 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, or professional or consultant services.
- b. ***Beneficiary*** means the immediate recipient of grants or community development block funds administered by the county. The term shall only apply to those entities benefiting from funds in the amount of fifty thousand dollars (\$50,000.00) or more, where permissible under the terms of the grants or community development block funds.



- c. **Contractor** means an individual or entity entering into any type of agreement with the county, funded in whole or part with county funds, which specifies the contractor is to receive fifty thousand dollars (\$50,000.00) or more.
- d. **Eligible project** means any project funded in whole or in part with county funds.
- e. **First source job listing** means the listing of all available jobs that have been created by eligible projects.
- f. **First source register** means the database of employable DeKalb County residents.
- g. **Good faith effort** means the efforts undertaken by a beneficiary or contractor to fill jobs created by an eligible project with individuals from the first source register.
(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-13-11)

Sec. 2-234. - Duties of purchasing and contracting department.

In administering the first source program, the director of purchasing and contracting or designee shall have the power to:

- a) Notify any contractor or beneficiary in writing, including specific reasons, who has not complied with this article;
- b) Provide any contractor or beneficiary who has not complied with this article with a reasonable time to cure;
- c) Determine whether noncompliance amounts to a breach of contract;
- d) Provide written determinations of noncompliance to the appropriate officials, stating the specific nature of noncompliance; and
- e) Incorporate a provision regarding this article into every agreement.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-235. - Duties of workforce development department.

In administering the first source program, the workforce development department director or designee shall do the following:

- a) Manage the first source program;
- b) Create written operating procedures to effectuate the provisions of this article;
- c) Compile and maintain a database of citizens of the county that will serve as the first source register;



- d) Create and provide all necessary forms, applications, documents and papers necessary to comply with this article;
- e) Create a methodology to determine what jobs will be created by an eligible project;
- f) Compile and maintain a listing of available jobs created by eligible projects that will serve as the first source job listing;
- g) Notify the director of purchasing and contracting or designee of any contractor or beneficiary who has not complied with the requirements of this article; and
- h) Annually review and report to the chief executive officer or designee to determine the need for this article's continued implementation.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-236. - First source requirements.

- (a) The county shall require every beneficiary or contractor for every eligible project to do the following:
 - (1) Advertise each job created by an eligible project on the first source job listing;
 - (2) Make a good faith effort to fill fifty (50) percent of the jobs created by the eligible project with individuals from the first source register within one hundred twenty (120) days of executing any agreement with the county;
 - (3) Agree that each beneficiary and contractor who does not make a good faith effort to reach the fifty (50) percent goal set forth in this article may be deemed ineligible to qualify for any future project;
 - (4) Allow open inspection of payroll records; and
 - (5) Agree to work with the workforce development department to comply with the spirit of this article.

- (b) All solicitations and agreements from eligible projects shall include a provision referencing the requirements of this article.

- (c) Each contractor and beneficiary working under an eligible project shall ensure that the first source program will be binding upon each subcontractor, sub-lessee or other ultimate recipient of the county funds.



(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-237. - Disclaimer.

By enacting this article the county is assuming an undertaking only to promote the general welfare of its citizens. By this enactment, the county, its officers, agents, or its employees are not to be considered joint employers with a contractor or beneficiary. The county, its officers, agents and employees shall not be liable to any person, including but not limited to contractors, beneficiaries, and persons whose names appear on the First Source job register, who claim that the enactment, enforcement or violation of this article caused injury or loss of any kind. This article is not intended to and does not require a contractor or beneficiary to hire a particular individual who does not satisfy the minimum qualifications or other requirements of the job as set forth by the beneficiary or the contractor. This article does not give the county, its officers agents or employees any right to control or determine any of the terms or conditions of employment of a First Source register candidate hired by a beneficiary or contractor.

(Ord. No. 06-16, Pt. I, 9-12-06)



D. FIRST SOURCE ACKNOWLEDGEMENT FORM

First Source Jobs Ordinance Acknowledgement

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: _____
3. How many work hours per week constitutes Full Time employment? _____

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



E. NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

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



F. BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

DATE:

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

TITLE:

CONTACT E-MAIL ADDRESS:

CONTACT PHONE:

Are you a private employment agency or staffing agency? YES NO

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other _____

SALARY RATE (OR RANGE): _____ **SPECIFIC WORK SCHEDULE:** _____

PERM **TEMP** **TEMP-TO-PERM** **SEASONAL**

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO **SELECT ALL THAT APPLY:**

CREDIT CHECK **DRUG** **MVR** **BACKGROUND** **OTHER** _____

HOW TO APPLY:

Please return form to: WSDBusiness@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY	
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	SYSTEM ENTRY DATE: _____
ASSIGNED TO: _____	DATE: _____



**G. 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