



# FULTON COUNTY

## VISION

People Families Neighborhoods

## MISSION

To serve, protect and govern in concert with local municipalities

## VALUES

People	Customer Service
Ethics	Resource Management
Innovation	Equal Opportunity

**PURCHASING DEPARTMENT  
REQUEST FOR INVITATION TO BID NO. 05ITB43028YC**

## **ROADWAY STRIPING**

**FOR**

**THE PUBLIC WORKS DEPARTMENT**

**BID DUE TIME AND DATE: 11:00 A.M. WEDNESDAY, APRIL 20, 2005**

**PROCEDURAL CONTACT: MALCOLM TYSON at (404)-730-5811**

**E-MAIL: [malcolm.tyson@co.fulton.ga.us](mailto:malcolm.tyson@co.fulton.ga.us)**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

**NOTE TO VENDOR REGARDING “NO-BID” RESPONSE**

Please respond to the attached bid, even if your company’s response is a “no-bid”.

We are very interested in ensuring that our bids are non-restrictive and that no bidder is eliminated arbitrarily. It is the County’s intent to abolish any and all barriers to its procurement process which prevent interested and qualified bidders from participating.

Completion of this form is optional, but should you respond with a “no-bid”, please use this sheet to let us know why. (It is not necessary to send back the entire package if making a “no-bid” response).

Examples are:

- (1) Our company cannot meet these specifications because you require:

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- (2) Our company can not competitively bid on this product or service because:

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- (3) Other:

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Your response will be given careful consideration and included in the bid file with other vendor comments. If it appears from the feedback received that the specifications are restrictive, your input will help the County make the necessary changes so that a greater number of interested bidders can be included in the future. Your input is needed; it will make a difference!

## **SECTION 1.0 GENERAL**

Fulton County (hereinafter called "County") is soliciting bids from qualified vendors to provide Roadway Striping to the unincorporated Fulton County roadway system for the Public Works Department.

## **SECTION 1.1 PROPOSAL DUE DATE AND SUBMISSION REQUIREMENTS**

The Fulton County Purchasing Department solicits Bids for Roadway Striping. Bids will be received in the office of the Purchasing Agent, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until **11:00 A.M., EST on Wednesday, April 20, 2005**. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.

This document and any supporting documents can be downloaded at the Fulton County Website at <http://www.co.fulton.ga.us/> under "Bid Opportunities".

Prospective bidders are encouraged to register their firms on Fulton County's Vendor Self Service website at [www.fultonvendorselfservice.co.fulton.ga.us](http://www.fultonvendorselfservice.co.fulton.ga.us). Any vendor unable to register online may pick up an application at Fulton County's Purchasing Department, 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303. Vendor Self Service registration assistance is available, if needed.

Bidders must **fully** comply with the County's Non-Discrimination in Contracting and Procurement Requirements.

## **SECTION 1.2 SEALED AND MARKED**

One signed original and two (2) copies of the bid shall be submitted in a Sealed Package. The envelope/package shall be clearly marked on the outside: "Sealed Bid No. 05ITB43028YC – Roadway Striping, April 20, 2005", and addressed to:

Fulton County Purchasing Department  
Attn: Malcolm Tyson  
130 Peachtree Street, S.W.  
Suite #1168  
Atlanta, Georgia 30303

Bids shall be publicly read at the above stated date and time.

### **SECTION 1.3 ADDENDA**

The County will only recognize communications that are in writing and signed. The County shall not be responsible for oral interpretations given by any County employee, representative or others. The issuance of an addendum is the only official method whereby clarification or additional information can be given.

If any addenda are issued to this solicitation, the County will attempt to notify all prospective providers who have secured same; however, it shall be the responsibility of each provider, prior to submitting the proposal, to contact the Purchasing Department to determine if any addenda were issued and to make such addenda a part of the response.

### **SECTION 1.4 SCOPE OF WORK**

The Contractor must adhere to the following:

Section 1.4.1 Contractor shall be in compliance with the State of Georgia (Georgia Department of Transportation) Standard Specifications of Construction of Transportation Systems 2001 Edition (Sections 653-Thermoplastic Traffic Stripe; Section 654-Raised Pavement Markers; Section 656-Removal of Pavement Markings; Section 657-Preformed Plastic Pavement Markings; Section 659-Hot Applied Preformed Plastic Pavement Markings) and all specifications referred to in these aforementioned sections related to roadway striping and/or marking.

Section 1.4.2 Contractor shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without written consent of the County.

Section 1.4.3 Contractor shall secure and pay for necessary approvals, permits, assessments, and charges required for the construction and installation of this project as required by local, state, and federal regulations.

Section 1.4.4 Inspection of Facilities – The County may require the bidder to make his facility available for inspection or may require additional information concerning his ability to perform a contract for this service. Failure to comply if requested will be cause for rejection of bid.

Section 1.4.5 Contractor shall furnish all traffic control devices. Work zone traffic control measures must conform to all requirements within the 2003 Edition of the Manual on Uniform Traffic Control Devices.

Section 1.4.6 Contractor shall be held liable for any damage claims arising from striping materials getting onto vehicles. The County will not in any way be held liable if this occurs.

Section 1.4.7 Response Time – Contractor will respond to regular service calls within forty-eight (48) hours after receipt of call from the County. Initial response to emergency calls must occur within two (2) hours after receipt of notification from the County. For the purposes of this bid, an emergency shall be defined as any condition that poses a threat to the health, welfare, or safety of people and/or property or a condition that will negatively impact any essential service(s) as determined by Fulton County. The successful bidder will provide the County with a twenty-four (24) hour emergency contact and telephone number. Delivery of emergency services must occur within twenty-four (24) hours.

Section 1.4.8 Work shall commence within five (5) business days upon written notice by Fulton County Public Works Department to the Contractor. All work shall be completed within thirty (30) working days after it is begun unless otherwise specified by Fulton County Public Works.

Section 1.4.9 Contractor shall be responsible for any pre-marking layout as required by the County.

Section 1.4.10 A representative of Fulton County Public Works Department shall be contacted by the Contractor to inspect job site, layout, and equipment before work starts.

Section 1.4.11 A representative of Fulton County Public Works will be available to meet on site to discuss any special instructions or potential problems prior to beginning each job.

Section 1.4.12 Upon completion of work, a representative of Fulton County Public Works must inspect the job site to insure all work meets specifications and layout.

Section 1.4.13 Work shall not be performed during peak hours of 6:00 AM – 9:00 AM and 3:00 PM – 7:00 PM unless by written approval of the County.

Section 1.4.14 Bid Schedule of Items – All items shown on the bid schedule of items are listed per GDOT specifications and referenced by GDOT pay item number. Item specifications are covered in the GDOT Standard Specifications of Construction of Transportation Systems 2001 Edition (Sections 653-Thermoplastic Traffic Stripe; Section 654-Raised Pavement Markers; Section 656-Removal of Pavement Markings; Shelf Special Provision 652-Painting Traffic Stripe (Polyurea); Shelf Special Provision 653-Thermoplastic Traffic Stripe; Shelf Special Provision 657-Wet Reflective Preformed Plastic Pavement Markings).

Section 1.4.15 All quantities shown in the scope of work are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the Contractor agrees to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the

unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

## **SECTION 1.5 BONDING REQUIREMENTS**

Section 1.5.1 Surety Bond – Contractor will be required to submit a surety bond in the amount of five percent (5%) of the bid in order to be considered for award of the contract. The surety bond must be submitted with the bid in a separate envelope.

Section 1.5.2 Performance Bond - The Contractor will is required to submit with the bid a signed statement from an authorized surety indicating proof of ability to provide a Performance Bond in the amount of (100%) of the contract price. If awarded the contract, the successful vendor will be required to provide a Performance Bond in the amount of (100%) of the contract price, within ten (10) days after notice of award and prior to the start of any work. The bond is due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specification, correct installation, and warranty requirements. If the contract is renewed, all bonding requirements must also be continued covering the current annual amount of the contract.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## **SECTION 1.6 GENERAL TERMS AND CONDITIONS**

### **A. INSURANCE**

Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.

B. Each respondent shall submit with the bid/proposal evidence of insurability satisfactory to the County as to form and content. Either of the following forms of evidence are acceptable:

- a. A letter from an insurance company stating that upon your firm/company being the successful bidder/respondent that a Certificate of Insurance shall be issued in compliance with the Insurance Requirements outlined below.
- b. A Certificate of Insurance complying with the Insurance Requirements outlined below.

C. Upon award, the Contractor must maintain, at their expense, insurance in at least the following amounts and types outlined below. Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.

D. the Contractor shall insure that the Request for Bid/Proposal number and Project Description appear on the Certificate of Insurance.

E. The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department  
 130 Peachtree Street, S.W.  
 Suite 1168  
 Atlanta, Georgia 30303-3459

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)**

EMPLOYER’S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000.
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>			
<b>Combined Single Limits</b>	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			
<b>4. ELECTRONIC DATA PROCESSING LIABILITY</b>			
(Required if computer contractor)	Limits	-	\$1,000,000
<b>5. <u>UMBRELLA LIABILITY</u></b>			
(In excess of above noted coverage's)	Each Occurrence	-	\$3,000,000
<b>6. PROFESSIONAL LIABILITY</b>			
(Required if respondent providing quotation for professional services).	Each Occurrence	-	\$5,000,000
<b>7. FIDELITY BOND</b>			
(Employee Dishonesty)	Each Occurrence	-	\$ 100,000

**Insurance in no way Limits the Liability of the Respondent.**

## **B. INDEMNIFICATION**

The Contractor shall identify and hold harmless, up to the policy limits required in the commercial general liability insurance policy, the County and its employees from and against all injury or damage of any kind, claims, demands and expenses, including attorney's fees, arising out of or resulting from the services provided to the County relating to this contract.

## **C. UNDERSTANDING OF BID DOCUMENTS**

Each bidder shall also include in his/her bid price, an amount sufficient to cover the cost of all materials, and equipment needed in the prosecution of the work as specified in the bid documents. No consideration will be given for any misunderstanding or claims regarding work to be performed that are due to facts of which the bidder should have made himself aware of as a result of his inspections and examinations. By submitting a bid, the bidder agrees and warrants that the specifications are adequate for the production of the work with the required results as indicated therein.

## **D. BID SUBMITTAL**

Bids will be received in the office of the Purchasing Agent, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until **11:00 A.M., EST on April 20, 2005.**

The bidder(s) must possess and shall submit the following documents with their bid:

1. Bidder(s) shall submit one (1) original and two (2 ) copies of bid package.
2. Bidder(s) are required to submit proof of ability to provide required insurance with bid package.
3. Bidder(s) are required to submit a copy of their current business license for similar and/or same type services required under this bid.

**Failure to submit the required documents shall result in disqualification from this bid for being deemed non-responsive.**

#### **E. CONTRACT AWARD**

The award will be made to the lowest “responsive and responsible” bidder. Failure to submit a bid price for any item will deem your bid “non-responsive”. The County may award in whole or in part to one or more bidders. The County reserves the right to add or delete any item(s) from the award. The County also reserves the right to reject any and all bids and/or waive any technicalities if is in the best interests of the County. The award evaluation of the contract will be based on the following criteria:

- Item pricing.
- Ability of the vendor to meet schedules in the time specified.
- Any other criteria which will materially affect the critical need of receiving services.
- Insurance requirements.
- Compliance with all other terms and conditions required in this specification.
- State “No Charge” or No Bid” where applicable. Blank spaces are considered to be no offer.

#### **F. CONTRACT PERIOD**

Any awards made as a result of this bid will be from date of award and continuing for twelve (12) consecutive months. However, subject to availability of funding, the Fulton County Board of Commissioner’s approval, and Contractor’s continuing satisfactory performance, this Contract may be renewed for two (2) additional twelve (12) month periods.

Option year price increases shall not exceed the consumer price index (CPI) as published by the bureau of labor statistics of the U.S. Department of labor with particular reference to the average shown on such index for “all items” for the Atlanta metropolitan area.

## **G. INVOICING**

Invoices should be sent to the address below to expedite payment:

Public Works Department  
Attn: Mark Moore  
141 Pryor Street  
Atlanta, Ga. 30303  
Phone: (404) 730-7400

Invoices submitted must include the purchase order number, item number(s), item description(s), and net price(s). Invoices will be returned unpaid to the vendor when one of the following conditions exists:

1. Invoice does not contain all the required information.
2. Price on the invoice does not correspond to the bid price.

Contractor shall submit two (2) copies of each invoice upon completion of an assignment. Written notice(s) from the County will list assignments to be completed as part of the contract. Separate invoices shall be submitted for each assignment requested by the county. Invoices shall be itemized according to the Bid Schedule of Items. All invoiced work shall be inspected by a representative of Fulton County Public Work

The bidder agrees to observe the County's goal of paying all valid invoices within thirty (30) days of receipt by the Public Works Department.

The County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

## **H. POINT OF CONTACT**

All verbal and written communications initiated by such person, firm, or entity regarding this solicitation shall be directed to Malcolm Tyson, Fulton County Department of Purchasing at (404) 730-5811.

The County will recognize only written and signed communication from firms with questions relative to the bid specifications, and or requirements. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

## **I. BIDDERS QUALIFICATIONS**

The special nature of the work environment and the services to be performed requires a Contractor with specific experience in this type of service. The bidder must have a minimum of three (3) years experience doing this type of work and the selected bidder must obtain any and all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

## **J. INSPECTION AND ACCEPTANCE**

All work (which term includes but is not restricted to materials, workmanship) shall be subject to inspection by the County at any reasonable time and place prior to acceptance. Any such inspection is for the sole benefit of the County and shall not relieve the Contractor of the responsibility of providing quality control measures to assure the work strictly complies with the contract requirements. No inspection by the County shall be construed as constituting or implying acceptance. Inspection shall not relieve the Contractor of responsibility for damage to or loss of property, material or equipment prior to final acceptance of services completed.

The Contractor shall, without charge, replace any material or correct any workmanship found by the County not conforming to the contract requirements. The County reserves the right to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises at the Contractor's expense.

If the Contractor does not promptly replace rejected material or correct objected workmanship, the County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor.

Unless otherwise provided in this contract, acceptance by the County shall be made as promptly as practicable after completion and inspection of all work required by this contract or that portion of the work that the County determines can be accepted separately.

## **K. FINAL ACCEPTANCE**

The County will make a determination that the work of the Contractor is complete and acceptable in accordance with the provisions of the contract documents.

In the event that the final inspection reveals deficiencies in meeting the contract requirements, the Contractor shall complete all remaining work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the Contractor that the work complete and ready or re-inspection, the technical point of contact will make a final inspection.

The Contractor shall be notified in writing by the County of final acceptance of the work. The date of final acceptance shall be the termination date for the Contractor's liability for the physical properties of the project.

## **L. COMPLIANCE WITH LAWS**

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material EPA registration number must be submitted with bid.

## **END OF SPECIFICATIONS**

**STATE REMARKS OR EXCEPTIONS BELOW:**

# BID PRICE SHEET

## ROADWAY STRIPING

	Item Description	GDOT Item #	Unit	Estimated Quantity	Unit Price	Total Price
1.	Thermoplastic solid traffic stripe, 5 in, white	653-1501	LM	55 LM		
2.	Thermoplastic solid traffic stripe, 5 in, yellow	653-1502	LM	60 LM		
3.	Thermoplastic skip traffic stripe (2:6), 5 in, white	653-3501	GLF	500 GLF		
4.	Thermoplastic skip traffic stripe (2:6), 5 in, yellow	653-3502	GLF	300 GLF		
5.	Thermoplastic skip traffic stripe (10:30), 5 in, white	653-4501	GLM	3 GLM		
6.	Thermoplastic skip traffic stripe (10:30), 5 in, yellow	653-4502	GLM	5 GLM		
7.	Thermoplastic solid traffic stripe, 8 in, white	653-1804	LF	0 LF		
8.	Thermoplastic solid traffic stripe, 12 in, white	653-1811	LF	500 LF		
9.	Thermoplastic solid traffic stripe, 24 in, white	653-1704	LF	100 LF		
10.	Polyurea solid traffic stripe, 5 in, white	652-8051	LM	16 LM		
11.	Polyurea solid traffic stripe, 5 in, yellow	652-8052	LM	16 LM		
12.	Polyurea skip traffic stripe (10:30), 5 in, white	652-8151	LM	0.2 LM		
13.	Polyurea skip traffic stripe (10:30), 5 in, yellow	652-8152	LM	0.2 LM		
14.	Raised pavement markers, TP 11, yellow/yellow	654-1011	EA	3000		
15.	Raised pavement markers, TP 13, red/white	654-1013	EA	150		
16.	Thermoplastic hatching, GDOT Detail A , white	653-6004	SY	3000 SY		
17.	Thermoplastic hatching, GDOT Detail B , white	653-6004	SY	1000 SY		
18.	Thermoplastic hatching, GDOT Detail C , white	653-6004	SY	1000 SY		
19.	Thermoplastic hatching, GDOT Detail A , yellow	653-6006	SY	200 SY		
20.	Thermoplastic hatching, GDOT Detail B , yellow	653-6006	SY	200 SY		
21.	Thermoplastic hatching, GDOT Detail C , yellow	653-6006	SY	200 SY		
22.	Thermoplastic crosswalk, 8 in, GDOT Detail (T-11A), white	653-1804	LF	1500 LF		
23.	Thermoplastic pavement marking, arrow, TP 1	653-0110	EA	20		

24.	Thermoplastic pavement marking, arrow, TP 2	653-0120	EA	20		
25.	Thermoplastic pavement marking, arrow, TP 3	653-1030	EA	20		
26.	Thermoplastic pavement marking, word, TP 1	653-0210	EA	10		
27.	Thermoplastic pavement marking, word, TP 2	653-0220	EA	4		
28.	Thermoplastic pavement marking, word, TP 3A	653-0230	EA	4		
29.	Thermoplastic pavement marking, word, TP 3B	653-0235	EA	2		
30.	Thermoplastic pavement marking, word, TP 4	653-0240	EA	4		
31.	Thermoplastic pavement marking, word, TP 5	653-0250	EA	2		
32.	Wet reflective preformed solid pavement markings, 5 in, white	657-9110	LF	3500 LF		
33.	Wet reflective preformed solid pavement markings, 5 in, yellow	657-9111	LF	3500 LF		
34.	Wet reflective preformed skip pavement markings, 5 in, white	657-9310	GLF	1500 LF		
35.	Wet reflective preformed skip pavement markings, 5 in, yellow	657-9410	GLF	200LF		
36.	Wet reflective preformed solid pavement markings, 18 in, white	657-9520	LF	60 LF		
37.	Remove existing solid traffic stripe, 5 in, paint	656-0005	LF	1000 LF		
38.	Remove existing solid traffic stripe, 5 in, thermoplastic	656-0050	LM	0.3 LM		
39.	Remove existing traffic stripe, all kinds and types	656-3600	SY	200 SY		
40.	Remove existing traffic markings, thermoplastic	656-4001	SY	200 SY		
41.	Remove existing traffic markings	656-5000	EA	20		
	<b>TOTAL BID PRICE</b>		\$			

**Note: All Pricing shall be quoted on a delivered and installed basis including but not limited to grading, soil, travel time and labor. Any and all charges shall be included in the unit price for each item. Any proposal that includes additional labor charges or other charges will be disqualified.**

NONCOLLUSION AFFIDAVIT OF BIDDER (FC Sec 2-320, (11))

State of \_\_\_\_\_)

ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_  
(owner, partner officer, representative, or agent) of \_\_\_\_\_,  
the Bidder that has submitted the Bid;
- (2) He is fully informed respecting the preparation and contents of the bid and of all  
pertinent circumstances respecting such bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, has in any way colluded,  
conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person  
to submit a collusive or sham Bid in connection with the Contract for which the bid has  
been submitted or refrain from bidding in connection with such Contract, or has in any  
manner, directly or indirectly, sought by agreement or collusion or communication or  
conference with any other Bidder, firm or person to fix the price or prices in the Bid or of  
any other bidder, or to fix any overhead, profit or cost element of the bidding price or the  
bidding price of any other bidder, or to secure through any collusion, conspiracy,  
connivance or unlawful agreement any advantage against Fulton County or any person  
interested in the proposed Contract; and
- (5) The price or prices in the bid are fair and proper and are not tainted by any  
collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any  
of its agents, representatives, owners, employees, or parties in interest, including this  
affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

(Date)

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR (FC Sec 2-320, (11))

State of \_\_\_\_\_)

ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_  
(owner, partner officer, representative, or agent)  
of \_\_\_\_\_, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Bid submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work connection with the \_\_\_\_\_ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Bid is genuine and is not a collusive of sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

This is to certify that on this day, bidder acknowledges that he/she has read this bid document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_ to # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the proposing company to submit the bid herein and to legally obligate the bidder thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_

(CORPORATE SEAL)

## **PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** \_\_\_\_\_ [name of CONTRACTOR] (hereinafter called the “Principal”) and \_\_\_\_\_ [name of SURETY] (hereinafter called the “Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “Owner”) and their successors and assigns, the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety, for the [name of project], more particularly described in the Contract (herein called the “Project”); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

- 1) Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any

amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

- 3) Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work. In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By:

2.

Signatures Continued

Attest:

Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

## **FULTON COUNTY BIDDING GENERAL REQUIREMENTS**

### **NOTICE TO ALL BIDDERS (FORM 99)**

LISTED BELOW ARE THE REQUIREMENTS FOR ALL BIDDERS INTERESTED IN DOING BUSINESS WITH FULTON COUNTY:

1. THE BID SHEETS INCLUDED IN THIS INVITATION TO BID MUST BE FULLY COMPLETED AND RETURNED WITH THE BID UNLESS OTHERWISE SPECIFIED IN WRITING BY THE PURCHASING DEPARTMENT. TYPE OR NEATLY PRINT THE DATE, COMPANY NAME, AND THE FULL LEGAL NAME AND TITLE OF THE PERSON(S) SIGNING THE BID IN THE PLACE PROVIDED AT THE BOTTOM OF EACH BID SHEET. ANY ADDITIONAL SHEETS SUBMITTED MUST CONTAIN THE SAME SIGNATURE AND BIDDER INFORMATION.
2. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. NO FAX BIDS OR REPRODUCTION BIDS WILL BE ACCEPTED, EXCEPT THAT PHOTOCOPIES MAY BE SUBMITTED IN ADDITION TO THE ORIGINAL WHEN MULTIPLE COPIES OF THE BID ARE SPECIFICALLY REQUESTED IN THE INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS WHICH ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING DEPARTMENT AGENT, 130 PEACHTREE STREET, S.W., SUITE 1168, ATLANTA, GA 30303, BY THE DESIGNATED DATE AND TIME. NO LATE BIDS WILL BE ACCEPTED FOR ANY REASON. BIDDER MAY CALL (404) 730-5800 FOR ANY QUESTIONS ABOUT PURCHASING PROCEDURES.
6. IF A BIDDER CHOOSES NOT TO RESPOND TO A BID REQUEST, BIDDER MUST RETURN A COPY OF THE BID REQUEST STATING ON THE OUTSIDE OF THE ENVELOPE "NO BID" AND INDICATING WHETHER THE BIDDER WISHES TO REMAIN ON FULTON COUNTY'S BIDDER LIST.
7. SHOW INFORMATION AND PRICES IN THE FORMAT REQUESTED. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, AND MUST INCLUDE ALL COSTS CHARGEABLE TO THE CONTRACTOR IN EXECUTING THE CONTRACT, INCLUDING TAXES. UNLESS OTHERWISE PROVIDED IN THE CONTRACT, FULTON COUNTY SHALL HAVE NO LIABILITY FOR ANY COST NOT INCLUDED IN THE PRICE. THE CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
8. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.

9. ALL PRICES BID MUST BE AUDITED BY THE BIDDER TO ENSURE CORRECTNESS BEFORE BID IS SUBMITTED. THE BIDDER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF INFORMATION PLACED ON A BID SHEET, INCLUDING PRICES. CLERICAL OR MATHEMATICAL ERROR IS INSUFFICIENT TO VOID A SUCCESSFUL BID BUT A BIDDER MAY WITHDRAW A SEALED BID PRIOR TO OPENING WITHOUT A PENALTY.
10. ALL PRICES MUST BE SUBMITTED IN THE FORMAT REQUESTED AND LESS ALL TRADE DISCOUNTS. WHEN MULTIPLE ITEMS ARE BEING BID, BIDDER MUST SHOW BOTH THE UNIT PRICE AND THE TOTAL EXTENDED PRICE FOR EACH ITEM. WHEN APPLICABLE, THE BIDDER MUST INCLUDE AN ADDITIONAL TOTAL LUMP SUM BID FOR GROUPS OF ITEMS. IN THE EVENT BIDDER IS OFFERING AN ADDITIONAL DISCOUNT ON GROUPS OF ITEMS, BIDDER MUST INDICATE THE TOTAL LUMP SUM BID FOR THE PARTICULAR GROUP OF ITEMS BEFORE ANY EXTRA DISCOUNT, THE AMOUNT OF EXTRA DISCOUNT, AND THE NET TOTAL FOR THE PARTICULAR GROUP. IN THE EVENT OF AN EXTENSION ERROR, UNIT PRICING SHALL PREVAIL.
11. BY SUBMITTING A SIGNED BID, BIDDER AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THAT BID UNDER THE TERMS AND CONDITIONS SPELLED OUT IN THE BID DOCUMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE DIFFERENT BID DOCUMENTS, THE COUNTY'S COVER CONTRACT (IF USED) SHALL HAVE PRECEDENCE, FOLLOWED BY THE INVITATION TO BID, PURCHASE ORDER, BID, CONTRACTOR'S WARRANTY AGREEMENT, MAINTENANCE AGREEMENT, AND/OR OTHER CONTRACTOR-PROVIDED AGREEMENTS. A BIDDER MAY SUBMIT ONLY ONE BID RESPONSE FOR EACH SPECIFIC BID NUMBER UNLESS OTHERWISE AUTHORIZED IN THE SPECIFICATIONS.
12. ALL PRICES SUBMITTED BY THE BIDDER TO FULTON COUNTY MUST BE GUARANTEED BY THE AUTHORIZED PERSON(S) AGAINST ANY PRICE INCREASE FOR THE TIME PERIOD DESIGNATED IN THE BID SPECIFICATIONS, AND FULTON COUNTY MUST BE GIVEN THE BENEFIT OF ANY PRICE DECREASE OCCURRING DURING SUCH DESIGNATED TIME PERIOD.
13. ALL ITEMS BID MUST BE NEW. USED, REBUILT OR REFURBISHED ITEMS WILL NOT BE CONSIDERED UNLESS SPECIFICALLY AUTHORIZED BY FULTON COUNTY IN THE WRITTEN SPECIFICATIONS.
14. ALL BIDDERS MUST SPECIFY IN THE BID RESPONSE THE EARLIEST ACTUAL DELIVERY DATE FOR EACH ITEM UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY. THE DELIVERY DATE MAY BE A FACTOR IN DECIDING THE BIDDER'S CAPABILITY TO PERFORM.
15. A SUCCESSFUL BIDDER'S DELIVERY TICKET(S) AND INVOICE(S) MUST LIST EACH ITEM SEPARATELY AND MUST SHOW FULTON COUNTY'S PURCHASE ORDER NUMBER AS WELL AS THE PROPER DEPARTMENT AND ADDRESS TO WHICH DELIVERY WAS MADE, AS LISTED ON THE PURCHASE ORDER OR IN THE BIDDER'S CONTRACT WITH FULTON COUNTY.
16. UNLESS CLEARLY SHOWN AS "NO SUBSTITUTE" OR WORDS TO THAT EFFECT, ANY ITEMS IN THIS INVITATION TO BID WHICH HAVE BEEN IDENTIFIED, DESCRIBED OR REFERENCED BY A BRAND NAME OR TRADE NAME ARE FOR REFERENCE ONLY. SUCH IDENTIFICATION IS INTENDED TO BE DESCRIPTIVE BUT NOT RESTRICTIVE, AND IS TO INDICATE THE GENERAL QUALITY AND CHARACTERISTICS OF PRODUCTS THAT MAY BE OFFERED. OTHER PRODUCTS WILL BE CONSIDERED FOR AWARD IF SUCH PRODUCTS ARE IDENTIFIED IN THE BID AND ARE DETERMINED BY THE

COUNTY TO MEET ITS NEEDS. EACH ITEM BID MUST BE INDIVIDUALLY IDENTIFIED AS TO WHETHER IT IS A SPECIFIED ITEM OR AN EQUIVALENT ITEM BY TYPING OR PRINTING AFTER THE ITEM(S): THE BRAND NAME; MODEL OR MANUFACTURER'S NUMBER; OR ANOTHER IDENTIFICATION REGULARLY USED IN THE TRADE. DEVIATIONS FROM THE SPECIFICATIONS MUST BE CLEARLY AND FULLY LISTED ON THE BID SHEET, INCLUDING PHOTOGRAPHS OR CUTS, SPECIFICATIONS, AND DIMENSIONS OF THE PROPOSED "ALTERNATE".

17. FOR ALL BIDS, FULTON COUNTY RESERVES THE RIGHT TO REQUEST REPRESENTATIVE SAMPLES. IF REQUESTED, SAMPLES MUST BE DELIVERED AT THE BIDDER'S COST WITHIN THREE (3) BUSINESS DAYS. SAMPLES ARE SUBMITTED AT THE RISK OF THE BIDDER AND MAY BE SUBJECTED TO DESTRUCTIVE TESTS BY FULTON COUNTY. SAMPLES OF EXPENDABLE ITEMS WILL NOT BE RETURNED TO THE BIDDERS. SAMPLES MUST BE PLAINLY TAGGED WITH FULTON COUNTY'S BID NUMBER, ITEM NAME, MANUFACTURER, AND THE NAME OF THE BIDDER.
18. FULTON COUNTY IS THE SOLE JUDGE OF "EXACT EQUIVALENT", OR "ALTERNATE". THE FACTORS TO BE CONSIDERED ARE: FUNCTION, DESIGN, MATERIALS, CONSTRUCTION, WORKMANSHIP, FINISHES, OPERATING FEATURES, OVERALL QUALITY, LOCAL SERVICE FACILITIES, WARRANTY TERMS AND SERVICE, AND OTHER RELEVANT FEATURES OF ITEM(S) BID.
19. ITEM(S) BID MUST BE COMPLETE AND READY TO OPERATE. NO OBVIOUS OMISSIONS OF COMPONENTS OR NECESSARY PARTS SHALL BE MADE EVEN THOUGH THE SPECIFICATIONS MAY NOT DETAIL OR MENTION THEM. UNIT(S) MUST BE FURNISHED WITH FACTORY INSTALLED EQUIPMENT AND MUST BE COMPARABLE WITH THE BASIC FORM, FIT, AND FUNCTIONAL REQUIREMENTS WHICH ARE ALL TO BE INCLUDED IN THE BASE PRICE AS WELL AS ANY OTHER EQUIPMENT INCLUDED AS STANDARD BY THE MANUFACTURER OR GENERALLY PROVIDED TO THE BUYING PUBLIC.
20. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR ALL ITEM(S) DAMAGED PRIOR TO F.O.B. DESTINATION DELIVERY AND AGREE TO HOLD HARMLESS FULTON COUNTY OF ALL RESPONSIBILITY FOR PROSECUTING DAMAGE CLAIMS.
21. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR REPLACEMENT OF ALL DEFECTIVE OR DAMAGED GOODS WITHIN THIRTY (30) DAYS OF NOTICE BY FULTON COUNTY OF SUCH DEFECT OR DAMAGE.
22. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING OR ENSURING WARRANTY SERVICE ON ANY AND ALL ITEMS INCLUDING GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. IF A SUCCESSFUL BIDDER IS NOT THE MANUFACTURER, ALL MANUFACTURER'S WARRANTIES MUST BE PASSED THROUGH TO FULTON COUNTY. THE BIDDER AND NOT FULTON COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER OR THE WARRANTY SERVICE PROVIDER DURING THE WARRANTY PERIOD AND SUPERVISING THE COMPLETION OF THE WARRANTY SERVICE TO THE SATISFACTION OF FULTON COUNTY.
23. A SUCCESSFUL BIDDER PROVIDING ANY EQUIPMENT WHICH REQUIRES FITTING AND ASSEMBLY SHALL BE SOLELY RESPONSIBLE FOR SUCH INSTALLATION BEING PERFORMED BY A MANUFACTURER'S AUTHORIZED OR APPROVED SERVICER OR AN EXPERIENCED WORKER, UTILIZING WORKMANSHIP OF THE HIGHEST CALIBER. THE BIDDER MUST VERIFY ALL DIMENSIONS AT THE SITE, SHALL BE RESPONSIBLE

FOR THEIR CORRECTNESS, AND SHALL BE RESPONSIBLE FOR THE AVAILABILITY OF REPLACEMENT PARTS WHEN SPECIFIED IN WRITING BY FULTON COUNTY IN THE SPECIFICATIONS, PURCHASE ORDER, OR OTHER CONTRACT.

24. A SUCCESSFUL BIDDER IS SOLELY RESPONSIBLE FOR DISPOSING OF ALL WRAPPINGS, CRATING, AND OTHER DISPOSABLE MATERIAL UPON DELIVERY OF ITEM(S).
25. ALL BIDDERS ARE REQUIRED TO BE AUTHORIZED DISTRIBUTORS OR REGULARLY ENGAGED IN THE SALE OR DISTRIBUTION OF THE TYPE OF GOODS, MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN ADDITION, ALL BIDDERS ARE REQUIRED TO PROVIDE FULTON COUNTY WITH THREE (3) WRITTEN REFERENCES DOCUMENTING THE SUCCESSFUL COMPLETION OF BIDS OR CONTRACTS FOR THE TYPES OF ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN INSTANCES WHERE A BIDDER HAS NEVER SUPPLIED SUCH GOODS, MATERIAL, EQUIPMENT, OR SERVICES BEFORE, THE BIDDER MUST SUBMIT WITH THE BID RESPONSE A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE BIDDER AS A RESPONSIBLE BIDDER, CAPABLE OF MEETING THE BID REQUIREMENTS SHOULD AN AWARD BE MADE. NO EXCEPTIONS TO THIS PROVISION WILL BE MADE UNLESS AUTHORIZED IN THE BID SPECIFICATIONS.
26. BIDDERS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR BID PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNTY MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY BIDDER IF EVIDENCE FAILS TO INDICATE THAT THE BIDDER IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.
27. ALL BIDDERS MUST COMPLY WITH ALL FULTON COUNTY PURCHASING LAWS, POLICIES, AND PROCEDURES, AND NONDISCRIMINATION IN CONTRACTING AND PROCUREMENT ORDINANCE, AND RELEVANT STATE AND FEDERAL LAWS INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH EEOC HIRING GUIDELINES AND REQUIREMENTS UNDER THE AMERICANS WITH DISABILITIES ACT. SUCCESSFUL BIDDER MUST OBTAIN ALL PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED AND FURNISH ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, TOOLS, SUPERVISION, AND INCIDENTALS NECESSARY TO ACCOMPLISH THE WORK IN THESE SPECIFICATIONS.
28. A SUCCESSFUL BIDDER WHO IS UNABLE OR UNWILLING TO ENTER INTO A CONTRACT WITH FULTON COUNTY SUBSEQUENT TO BEING GRANTED AN AWARD, OR WHO FAILS TO PERFORM IN ACCORDANCE WITH THE BID SPECIFICATIONS WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. SUCCESSFUL BIDDERS CONTRACT DIRECTLY WITH FULTON COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A BIDDER BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.

30. IN CASE OF DEFAULT BY THE SUCCESSFUL BIDDER, FULTON COUNTY MAY PROCURE THE ARTICLES FOR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL BIDDER RESPONSIBLE FOR ANY RESULTING EXCESS COST.
31. THE COUNTY MAY AWARD ANY BID IN WHOLE OR IN PART TO ONE OR MORE VENDORS OR REJECT ALL BIDS AND/OR WAIVE ANY TECHNICALITIES IF IT IS IN THE BEST INTERESTS OF THE COUNTY TO DO SO. IN THE EVENT THAT ALL BIDS ARE NOT REJECTED, BIDS FOR ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES WILL BE AWARDED TO THE LOWEST "RESPONSIBLE" BIDDER(S) AS DETERMINED BY FULTON COUNTY. SUBMITTING THE LOWEST BID, AS PUBLISHED AT THE BID OPENING, DOES NOT CONSTITUTE AN AWARD NOR THE MUTUAL EXPECTATION OF AN AWARD OF A CONTRACT OR PURCHASE ORDER. FOR PURPOSES OF THIS NOTICE AND THE ATTACHED BID SHEETS, A PURCHASE ORDER IS A CONTRACT TO PROVIDE ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES AND IS INTENDED TO HAVE THE FULL FORCE AND EFFECT OF A CONTRACT. A BREACH OF THE TERMS AND CONDITIONS OF A PURCHASE ORDER CONSTITUTES A BREACH OF CONTRACT.
32. EVALUATION OF BIDS - ANY AWARD WILL BE SUBJECT TO THE BID BEING:
  - A. COMPLIANT TO THE SPECIFICATION - MEETS FORM, FIT, AND FUNCTION REQUIREMENTS STATED OR IMPLIED IN THE SPECIFICATION.
  - B. LOWEST COST TO THE COUNTY OVER PROJECTED USEFUL LIFE.
  - C. ADMINISTRATIVELY COMPLIANT - INCLUDING ALL REQUIRED BONDS, INSURANCE, ESTABLISHED QUALITY OF WORK AND GENERAL REPUTATION, FINANCIAL RESPONSIBILITY, RELEVANT EXPERIENCE, AND RELATED CRITERIA.
33. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
34. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND BID OPENING PROCEDURES, O.C.G.A. 43-14-8.2(H).
35. SILENCE OF SPECIFICATIONS - THE APPARENT SILENCE OF THIS SPECIFICATION, AND ANY SUPPLEMENT THERETO, AS TO DETAILS, OR THE OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, WILL BE REGARDED AS MEANING ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ONLY MATERIALS OF THE HIGHEST QUALITY, CORRECT TYPE, SIZE, AND DESIGN ARE TO BE USED. ALL INTERPRETATIONS OF THIS SPECIFICATION WILL BE MADE UPON THE BASIS OF THIS STATEMENT, WITH FULTON COUNTY INTERPRETATION TO PREVAIL.
36. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL INITIATE OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATIONS REGARDING THIS SOLICITATION WITH ANY COUNTY OFFICER, ELECTED OFFICIAL, EMPLOYEE, OR DESIGNATED COUNTY REPRESENTATIVE, BETWEEN THE DATE OF THE ISSUANCE OF THIS SOLICITATION AND THE DATE OF THE COUNTY MANAGER'S RECOMMENDATION TO THE BOARD OF COMMISSIONERS FOR AWARD OF THE SUBJECT CONTRACT, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION.
37. ALL VERBAL AND WRITTEN COMMUNICATIONS INITIATED BY SUCH PERSON, FIRM, OR ENTITY REGARDING THIS SOLICITATION, IF SAME ARE AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION, SHALL BE DIRECTED TO THE PURCHASING AGENT.

38. ANY VIOLATION OF THIS PROHIBITION OF THE INITIATION OR CONTINUATION OF VERBAL OR WRITTEN COMMUNICATIONS WITH COUNTY OFFICERS, ELECTED OFFICIALS, EMPLOYEES, OR DESIGNATED COUNTY REPRESENTATIVES SHALL RESULT IN A WRITTEN FINDING BY THE PURCHASING AGENT THAT THE SUBMITTED BID OR PROPOSAL OF THE PERSON, FIRM, OR ENTITY IN VIOLATION IS NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
  
39. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR ENTITIES AUTHORIZED TO EXECUTE DOCUMENTS OR OTHERWISE BIND THE JOINT VENTURE IN ALL TRANSACTIONS WITH FULTON COUNTY, OR BE ACCOMPANIED BY A DOCUMENT, BINDING UPON THE JOINT VENTURE AND ITS CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

## CERTIFICATION REGARDING DEBARMENT

- (1) **THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.**
  
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### INSTRUCTIONS FOR CERTIFICATION

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
  
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDING A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.
  
- (3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

**(FC CODE SEC. 2-322. DEBARMENT). (A) AUTHORITY TO SUSPEND.** AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR STRUCTURED; PROVIDED, FURTHER, THAT ANY SUCH ENTITY SHALL ALSO BE SUBJECT TO SUSPENSION UNDER THIS SECTION IF ANY OF ITS CONSTITUENTS, MEMBERS, SUBCONTRACTORS AT ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A

CAUSE FOR SUSPENSION AND THE ENTITY, OR ANY CONSTITUENT OR MEMBER, KNEW OR SHOULD HAVE KNOWN OF THE COMMISSION OF THE ACT. THE SUSPENSION SHALL BE FOR A PERIOD NOT TO EXCEED THREE YEARS UNLESS CAUSE IS BASED ON A FELONY CONVICTION FOR AN OFFENSE RELATED OR ASSOCIATED WITH FRAUDULENT CONTRACTING OR MISAPPROPRIATION OF FUNDS WHEREIN THE SUSPENSION SHALL NOT EXCEED SEVEN YEARS.

**(B) CAUSES FOR SUSPENSION.** THE CAUSES FOR SUSPENSION INCLUDE:

(1) CONVICTION FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAIN OR

ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;

(2) CONVICTION OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;

(3) CONVICTION OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;

(4) VIOLATION OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;

A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;

B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;

C. MATERIAL MISREPRESENTATION OF THE COMPOSITION OF THE OWNERSHIP OR WORKFORCE OR BUSINESS ENTITY CERTIFIED TO THE COUNTY AS A MINORITY BUSINESS ENTERPRISE; OR

D. FALSIFICATION OF ANY DOCUMENTS.

(5) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.

(6) KNOWING misrepresentation to the county, of the use which a majority owned

contractor intends to make a minority business enterprise (a business entity at least 51

percent of which is owned and controlled by minority persons, as defined in Fulton

County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action

Program and certified as such by the county), as a sub-contractor or a joint venture

partner, in performing work under contract with the county.

## NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

**Policy Statement:** It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with the bid. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation. The Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

## COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. **Failure to provide this information shall result in the Bid being deemed non-responsive:**

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

The following document **must** be completed as instructed if awarded the bid:

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G)

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/WE ( \_\_\_\_\_ ),  
Name

( \_\_\_\_\_ )  
Title Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

<b>EMPLOYEES</b>
------------------

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
<b>Male/Female</b>												
<b>Mgmt/Official</b>												
<b>Professional (Arch., P.E., etc.)</b>												
<b>Supervisors</b>												
<b>Office/Sales Clerical</b>												
<b>Craftsmen</b>												
<b>Laborers</b>												
<b>Others (Specify)</b>												
<b>TOTALS</b>												

**FIRM'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder \_\_\_\_\_ Subcontractor

**Date Completed:** \_\_\_\_\_

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid**. All prime bidders **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**PRIME BIDDER:** \_\_\_\_\_

ITB/RFP NUMBER: \_\_\_\_\_

Project Name or Description of Work/Service(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. My firm, as Prime Bidder on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_  
If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**(6) \*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

**Total Dollar Value of Small Business Enterprise Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. 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 intentions, objectives and commitments set forth herein without prior approval of the Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the Owner may have for other defaults under the contract.

Signature/Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT D**

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

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number \_\_\_\_\_  
Project Name \_\_\_\_\_

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

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

\_\_\_\_\_ hereby declares that it is  
my/our intent to \_\_\_\_\_  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County’s Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder’s decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County’s Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

**RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_

\_\_\_\_\_  
Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_

\_\_\_\_\_  
Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_

\_\_\_\_\_  
Nature of Business: \_\_\_\_\_

NAME OF JONT VENTURE (If applicable): \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: \_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u> <u>Operation</u>	<u>Race</u>	<u>Sex</u>	<u>Financial</u> <u>Decisions</u>	<u>Supervision</u> <u>Field</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger’s Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE AVOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

**FOR:** \_\_\_\_\_  
(Company)

**Date:** \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)  
\_\_\_\_\_  
(Printed Name)

**Date:** \_\_\_\_\_  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Signature of Affiant)  
\_\_\_\_\_  
(Printed Name)

**Date:** \_\_\_\_\_  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared \_\_\_\_\_,

\_\_\_\_\_, the  
aforementioned officers, personally appeared known to me to be an authorized company  
representative described in the foregoing Affidavit and acknowledge that he (she) executed the  
same in the capacity therein stated and for the purpose therein contained.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Notary Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commission Expires

**EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT**

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)