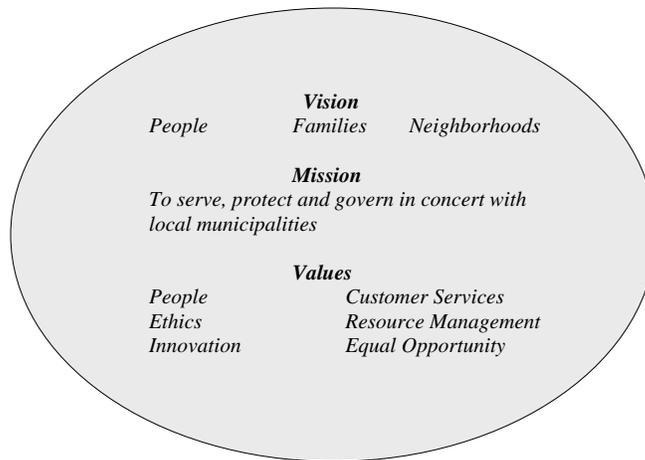




FULTON COUNTY



INVITATION TO BID NO. 05ITB43977YA

COUNTYWIDE VENDING MACHINE SERVICE

For

GENERAL SERVICES DEPARTMENT

BID DUE TIME AND DATE: 11:00 A.M. JUNE 2, 2005
PURCHASING CONTACT: ALONZO ARNOLD 404 730 4215
E-MAIL: alonzo.arnold@co.fulton.ga.us

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

**Invitation to Bid (ITB) for
Countywide Vending Machine Services
Fulton County General Services Department**

Definitions:

“Bidder” shall mean any vending machine services vendor submitting a formal sealed bid for consideration for award of contract. Bidder agrees, if accepted, to contract with Fulton County in the form of contract specified.

“Successful Bidder” shall mean the bidder awarded a contract.

“Fulton County” shall mean the Government of Fulton County, Georgia, a political subdivision of the State of Georgia, headed by the Board of Commissioners. Sealed bids will be received in the office of the Purchasing Department.

“Total Revenue” shall mean all revenue derived in any way whatsoever by the successful bidder from the operation of the vending machines located on Fulton County owned or leased property.

“County-wide Service” shall mean all Fulton County leased or owned facilities except: Any facilities that are operated by the Fulton County Board of Education; facilities, or portions thereof, occupied by the Fulton County Police Department and the Fulton County Jail.

“Commission” shall mean the monthly payment made by the successful bidder to Fulton County. Commission shall be based upon the percentage of total revenue derived from vending machines as bid in the pricing summary minus sales tax and cash refunds to employees.

**Section # 1
Introduction**

1. Fulton County is soliciting bids from qualified vendors to provide Countywide Vending Machine Services. Successful bidder will furnish all labor, material, supplies, services, and equipment to operate vending machines to be located in various County-owned or leased facilities within Fulton County, Ga. in strict compliance with all the terms, conditions, specifications, and provisions of this solicitation.
2. Types of products may include, but are not limited to: Hot beverages; soup; carbonated soft drinks (CSD); fruit/juice drinks; bottled water; sandwich products; snacks, to include but not limited to candy, chips, crackers, pastry, health/low calorie, gum/mints, popcorn, and ice cream/frozen desserts. No tobacco or alcoholic products may be offered or sold or any time. Industry standards for dispensing temperatures must be met. **The bidder must offer equal access to all national brands of product at all locations to County employees and customers/visitors. Fulton County will not permit any exclusive agreements in regards to products at any location under this contract.**

3. Gross sales for the 12-month period April 1, 2004 to March 31, 2005 averaged \$45,200/month. In the preceding 12-month period gross sales averaged \$49,840/month—this average is more representative of gross sales over the last five years. We currently have 10 locations where we have authorized the current vendor to sell the vended products at a “no commission” price. The average gross monthly sales figures do not include these locations. These locations generate an average of \$5,500/month in additional gross sales. No quantity is guaranteed, whatsoever. Machines may be added/removed/replaced with approval of the Contract Administrator; this decision is based on individual department/agency requests, facility population and projected total revenue. As of April 21, 2005, the following vending machines (provided by the current contractor) are associated with our contract:

	<u>NUMBER IN COMMISSION-PAID LOCATIONS</u>	<u>NUMBER IN NO- COMMISSION- PAID LOCATIONS</u>
4. <u>TYPE MACHINE</u> Canned Coca-Cola products (12 oz cans)	70	10
Canned Pepsi-Cola products (12 oz cans)	19	2
Bottled soda (Coke & Pepsi products—20 oz bottles)	31	0
Hot coffee	4	2
Snack	76	10
Ice cream (Good Humor)	2	0
Cold food	8	1

Successful bidder's income shall be limited to proceeds from vending machine revenue, less payment of appropriate sales taxes, payment of refunds due customers and payment of a commission based on a percentage of total revenue to Fulton County. The County shall not be liable to the successful bidder for any contract-related costs.

5. Nothing in this ITB commits Fulton County to a contract, implied or otherwise, with any vending machine services vendor tendering a bid.
6. The apparent silence of these and any supplement specifications as to any details, or the omission of a detailed description concerning any point, shall mean that the best commercial practices are to be used and only food and drink related products, materials and equipment of the highest quality and correct type, size and/or design are to be used. All services shall be of the highest quality. Interpretations of the specifications in this ITB shall be made on the basis of this paragraph with Fulton the County interpretation prevailing.

**Section #2
Successful Bidder's Responsibilities**

7. Obtain all vending service licenses and permits as mandated by Federal, State, and Local Public Health and other authorities.

8. Maintain compliance with all applicable health, sanitary, and other regulations and laws.
9. Secure and maintain insurance, preserve records, submit reports, and sustain contract performance specified in this ITB.
10. Understand and agree that Fulton County will not be responsible, in any way, for damage or loss occasioned by fire theft, accident, or otherwise to the successful bidder's equipment or supplies.
11. Provide monthly financial statements, operating reports, and commission payments to the General Services Department according to the defined standards and approach set out in this ITB.
12. Understand and agree that Fulton County has and retains the authority to inspect exterior of machines and surrounding areas for safety and health reasons. Successful bidder has four (4) hours to respond to and fix problems identified as posing an immediate and serious health or safety risk. Vendor has twenty-four (24) hours to respond to and fix any problem not in the above category.
13. Successful bidder shall be prepared to supply a microwave oven and stand with any cold food vending machines placed in County owned or leased facilities. The successful bidder is responsible for the maintenance and repair of these machines unless there is conclusive proof that the microwave oven was damaged due to Fulton County employee negligence.
14. Service Personnel:
 - A. Personnel shall be prompt, efficient, and courteous and avoid undue interference with County employees and operations in the facilities in which the vending machines are located. Fulton County will provide necessary building access for successful bidder's vending machine service personnel when:
 - Consistent with facility operating hours and established security policies and procedures;
 - Service personnel display a photo identification badge provided by Fulton County that contains both the person's name and the successful bidder's company name;
 - Service personnel comply with all Fulton County safety and security policies and procedures; and
 - Service personnel present a neat, clean appearance when servicing, repairing or restocking machines.
 - B. Personnel shall exercise reasonable care and precaution while on or in all Fulton County Government owned and leased properties and facilities. Any personal injury or physical

damage to the building involving successful bidder's personnel shall be reported to the Fulton County Contract Administrator immediately.

15. Vending Machines:

- A. Must be compatible with existing (110v) electrical systems in County facilities. Successful bidder must coordinate (through the Contract Administrator) with the General Services Department's appropriate Service Area's maintenance personnel when the vending machine(s) to be installed at a location require electrical receptacles to first be installed (110v only). Any modifications to County electrical connections must be pre-approved by the appropriate Maintenance Manager. Fulton County Maintenance personnel will perform all required modifications to County electrical systems.
- B. As applicable, coffee vending machines must be compatible with existing plumbing. Successful bidder shall submit a written request describing the plumbing requirements for these coffee vending machines if different from existing County plumbing fixtures and must receive written approval from the General Services Department's appropriate Maintenance Manager (through the Contract Administrator) prior to installing such vending equipment.
- C. Must comply with all provisions of the Americans with Disabilities Act (ADA).
- D. Must fit within designated space without posing a safety hazard or interfering with routine people/equipment traffic flow in the immediate area.
- E. Must not damage County property. Successful bidder will be responsible for the repair costs of any damage caused by malfunctioning vending machines.
- F. Successful bidder must provide machines in good operating condition and appearance. The successful bidder will not use any machines, which are bent, damaged, or marred if such condition impairs the operations or appearance of the machine. Successful bidder must maintain vending machines in a clean, sanitary manner (this includes removing items/debris/dirt/dust from the tops of the machines at least once every week).
- G. Must have the name, address and phone number of an appropriate contract agency/person (including the vending company's name), and machine identification number displayed on a decal on the front of the machine.
- H. Must have posted prices and clear descriptions of products.
- I. Minimum Standards for Countywide Vending Services:
 - (1). All vending machines must contain a dollar bill validator/changer.
 - (2). Soda machines:

- a. Must be capable of multi-pricing and must provide a minimum of nine separate selections.
- b. Must be capable of vending both 12 oz. cans and 20 oz. bottles.

(3). Snack machines:

- a. Must be capable of multi-pricing, must contain a product mix, excluding gum and mints that contains **at least three snack items that meet industry standards as "healthy" snacks.**
- b. Must be standard, 72-inch high machines (i.e., no table top models unless specified by the customer on a location-unique basis once a contract is awarded under this ITB).

(4). Service:

- a. Successful Bidder shall insure all perishable items are dated and freshness maintained (i.e., no expired products available for vending).
- b. Successful Bidder shall service all machines on a basis sufficient to insure no product row in a machine remains empty for more than one workday.
- c. Successful Bidder shall establish refund locations in customers' work areas upon request by the Contract Administrator and shall provide at least a \$10.00 "change kitty" so a County employee in the work area may issue refunds for money lost in a machine or for money lost due to non-vending of a product. The Successful Bidder shall be prepared to replenish the "change kitty" at each location at least once per week.
- d. Successful Bidder shall respond to all machine service calls (including restocking) within one workday (24 hours) of notification.
- e. Successful Bidder shall be prepared to replace machines no longer suitable for repair within five workdays of notification by the Contract Administrator.
- f. Successful Bidder shall be prepared to install machines in new locations within 10 workdays of notification by the Contract Administrator.

- g. The Successful Bidder must be prepared to install/remove machines at the request of the Contract Administrator. Successful Bidder may (and should) offer his/her professional assessment of the suitability of a certain facility to support the requested operations; however, the Contract Administrator is the decision authority. If the Successful Bidder disagrees with the Contract Administrator's decision the Successful Bidder has the right of appeal to the Director, General Services Department, whose decision is final and binding on the Successful Bidder.

(5). General:

- a. Each respondent shall provide three references for which they provide vending services. If at all possible, at least one reference should be of similar size and scope to those anticipated for Fulton County.
- b. Each respondent shall provide the names and contact information for two product suppliers they currently use.

16. Pricing and Price Changes:

- A. Bidders must guarantee their prices will remain firm for the first 12 months of any contract awarded as a result of this ITB. Price increases thereafter shall not exceed the annualized Consumer Price Index (CPI) for the Greater Metropolitan Atlanta Area; however, the selling price of vending machine products shall not exceed, but shall continue to be less than, the average selling prices of similar vending products in the Greater Metropolitan Atlanta Area based on surveys conducted by the General Services Department.
- B. The Director, General Services Department, through the Contract Administrator, has final authority for approving the selling prices of vending items. If the vendor awarded a contract under this ITB requests a price change, the vendor shall inform the Fulton County Contract Administrator in writing at least 30 calendar days in advanced of date proposed price increase is to go into effect. This request must include detailed justification and written documentation for the increase(s). Contract Administrator must obtain approval from the Director, General Services Department before price increase(s) is (are) effective. If the Director, General Services Department disapproves a request for a price increase, the vendor awarded a contract under this ITB shall have the right of appeal to the County Manager (or his/her designee), whose decision is final and binding on the vendor.
- C. Any changes to the contracted commission rates require Board of Commissioners' approval prior to implementation.

- D. Bidders are encouraged to suggest more than one option for combinations of product selling prices and commissions paid to Fulton County.

17. Advertising and Display:

Successful bidder may, with Contract Administrator's approval, advertise new items or specials by posting notices on or near vending machines.

18. Financial Reporting and Estimating:

- A. Bidder to submit, with bid, a description of the accounting systems and procedures proposed, including samples of management reports and other control checks with planned frequency schedules. Demonstrate that internal audits are conducted on operational controls, financial statistics, methods, procedures, and systems. Assure the adequacy of control checks, reports, and frequency reporting schedules along with sample reports and schedules.
- B. The successful bidder shall submit financial statements, commission payments and must report monthly performance data by the 15th of the month following the accounting period, as well as provide an outside audited annual financial report to verify all data.
- C. Successful bidder agrees to submit any data required by Fulton County within 10 business days after oral or written request.
- D. Successful bidder agrees to hold and retain all operating information for a period of thirty-six (36) months after the termination of any contract emanating from this ITB, and to allow Fulton County the unrestricted right to audit this information.

**Section #3
Insurance**

19. Insurance and Risk Management Provisions

See attachment at end of bid.

**Section #4
Bidder's Experience and Qualifications**

- 20.** Bidder must have a minimum of three (3) years of experience providing vending machine services of comparable size and scope under at least one contract as called for in this specification.

**Section # 5
Contract Term**

21. Any award made as a result of this request for bid shall be effective from *date of award continuing for 60 months.*

**Section # 6
Renewal Option**

22. Fulton County reserves the right for an option to *renew this contract for one (1) additional 60-month period* pending successful bidder's compliance with County rules and policies, Board of Commissioner's approval, and meeting all financial and management obligations specified in the preceding sections above.
23. Successful bidder must notify Fulton County General Services at least 120 days before the expiration of the exiting contract of its intentions to request contract renewal. Any changes required involving pricing of products must be stated in request for renewal.

**Section # 7
Bidder's Submissions**

24. Bidder must briefly describe any recent and/or anticipated change in organization ownership and/or management (if none, so state):

25. Subsequent management and/or ownership changes must be reported to Fulton County in writing, with a statement of the expected impact on the organization's future direction, within fifteen (15) calendar days of the occurrence of this event.

26. Bidder must submit documents showing the financial health of the proposing firm, including:
- A. Proof of current insurance coverage or insurability.
 - B. Copy of bidder's audited financial statement for calendar years 2003 and 2004 (or your fiscal year equivalents). Only corporate (no personal) financial statements will be acceptable to meet this requirement.

- C. Any loan financing required must be accompanied by a letter of intent from the financial institution granting the loan indicating an unequivocal willingness to provide the required financing.

**Section # 8
Sub-Contracting**

27. All bids must include a list of proposed sub-contractors and the appropriate completed exhibits (attached).
28. The Fulton County General Services Department reserves the right to approve or disapprove the use of any sub-contractors.

**Section # 9
Payment**

29. Successful bidder must pay the contracted commission percentage by the 15th day of the month for the preceding operational month. Payment shall be made payable to Fulton County Finance Department – Employee Fund, marked as a concessions check with the contract number and the month for which the payment is being made. The check shall be forwarded to the General Service Department’s Representative. Mail check directly or deliver to:

Accounts Payable Section
General Services Department
Fulton County Government Center
141 Pryor Street SW, Suite G-119
Atlanta, Ga. 30303
ATTN: Vending Services Contract Administrator

**Section # 10
Basis for Contract Termination**

30. The Fulton County General Services Department reserves the right to terminate any contract resulting from this ITB with a notice period of seventy-two (72) hours if the successful bidder fails to meet the terms and conditions listed in the scope of service. Fulton County reserves the rights seek monetary damages from the successful bidder in compensation for damages resulting from non-compliance and/or performance in the execution of any contract emanating from this ITB.
31. Either party to a contract that is awarded from this ITB may terminate the contract for any reason whatsoever by 120-calendar day advance written notice to the other party.

- 32.** The Fulton County General Service Department will terminate a contract resulting from this ITB for reasons of professional misconduct including, but not limited to, insubordination, dishonest behavior, failure to abide by County policies, failure to meet and satisfy public health codes, or inability of the successful bidder to satisfy all the terms and conditions outlined in this ITB.
- 33.** In the event that the successful bidder selected is in breach of contract, Fulton County reserves the right to appoint the next lowest responsible and responsive bidder to complete the term of this and any subsequent contract emanating from this ITB, under the same terms and conditions contained herein, and to restrict the contract to only the elements which are needed to perform effectively.

SEE FOLLOWING PAGE TO INSERT YOUR BID PRICING AND COMMISSION RATE(S)

**Section # 14
Pricing Summary**

Price/Commission Option # _____ (you may submit multiple price/commission options; number them consecutively: #1, #2, etc.) Reproduce as many copies of this page as you need.

Additionally, each bid response shall include a pricing structure that reflects “no commission” prices.

Product	Current Commission Price	Your Bid Price	Your Bid Commission (%)	Current No Commission Price	Your Bid No Commission Price
12 oz cans soda	\$0.60			\$0.50	
20 oz bottles soda	\$1.00			\$0.90	
20 oz bottles water	\$0.90			\$0.80	
16 oz bottles juices	\$1.00			\$0.90	
Packet crackers	\$0.50			\$0.45	
1 oz packet chips	\$0.50			\$0.45	
Candy bar	\$0.60			\$0.55	
1 piece pastry	\$0.65			\$0.60	
Gum/mints	\$0.45			\$0.40	
3.5 oz popcorn	\$0.65			\$0.60	
12 oz coffee	\$0.30			\$0.30	
Cold food	Market price			Market price	

*Commission is based on **net sales**: (gross sales - sales tax and – customer refunds) x % commission = \$ commission paid to Fulton County.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

BID GENERAL REQUIREMENTS
05ITB43977YA
(COUNTYWIDE VENDING MACHINE SERVICE)

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. 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 ("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. Absolutely 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 solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

6. 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 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.

7. All prices Bid must be audited by the Bidder to ensure correctness before the 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.
8. 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 lump sum Bid for groups or items. In the event a 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.
9. 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 in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. 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.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. 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.
14. 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.
15. 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. 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 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”. 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.

16. 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 must be plainly tagged with Fulton County’s Bid number, item name, manufacturer, and the name of the Bidder.
17. 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.
18. 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.
19. 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.
20. 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 manufacturers’ warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder 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.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. 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.

24. 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.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, 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.
26. If a successful Bidder 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 the Bidder will be subject to damages and all other relief allowed by law.
27. 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 "non-responsive" in the future.
28. 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.
29. 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 or the mutual expectation of an award of a Contract and 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.

30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the 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.

32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.

33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.

34. The apparent silence of this specification, and any supplement thereto, as to details, of 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.

35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. 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 communication 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.

- B. 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.
 - C. 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 “non-responsive”, and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. 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 are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (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, firm, contractor, subcontractor or business 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 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 (3) 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 (7) 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 subcontract, or in performance of such contract or subcontract;
- (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 a basis for suspension;
 - c. Material representation 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.
- (4) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (5) 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 subcontractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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 (“Board”) that Fulton County 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. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking 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 their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. 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 EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *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 Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (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 it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

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

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

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

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) Bidder/Proposer Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **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/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

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

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. 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, please attach copy of recent certification.

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

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

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

SUBCONTRATOR 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, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer 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/Proposer 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/Proposer 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 County, 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 County 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 County 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 subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors 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/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ 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/proposer states the following:

1. That the bidder/proposer 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/proposer 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 decision made by the bidder/proposer 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 VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation 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: _____
Telephone No.: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
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 estimated 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 Minority/Female Business Enterprises 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: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises 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>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</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 ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing 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 of participation 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)

Notary: _____

Date: _____

My Commission Expires: _____

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 their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. 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 EBO Plan is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements:

The EBO Plan **must** identify and include:

3. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
4. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *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.

**CONTRACT BETWEEN FULTON COUNTY
AND _____**

THIS CONTRACT, entered into this ____ day of _____, 2005, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County, through its Department of General Services, has identified the need for Countywide Vending Services in various Fulton County facilities; and

WHEREAS, the County by and through its Department of General Services, has determined that this need can best be met by retaining the services of a Vending Services Contractor; and

WHEREAS, the County has requested competitive bids for Vending Services; and

WHEREAS, the County and Contractor desire to enter into a Contract for provision of such services, the scope of services that is more specifically defined in paragraph 2 of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. ASSIGNMENT OF AGREEMENT

Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld.

2. SCOPE OF WORK

A. The County retains Contractor and Contractor accepts retention by the County to render Vending Services in Fulton County facilities as specified in Invitation to Bid (ITB) #_____, Contractor's response to that ITB, and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services, including any and all agreed upon written amendments, in the manner and to the extent required by the parties herein. ITB #_____ is hereby attached and incorporated herein as Attachment A. Contractor's bid response is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide Vending Service for various facilities in Fulton County as specified in Attachment A.

B. The work and services to be performed is an exercise of propriety, rather than a governmental function.

C. Contractor shall commence providing Vending Services as stated in the ITB and Contractor's own bid in response to that ITB. In the event there is

a conflict between the scope of work described in the Invitation to Bid and the Contractor's response, the description in the Invitation to Bid takes precedence, unless the County agrees to the change in writing as part of this agreement. In the event that specifications in either the Invitation to Bid or the Contractor's response lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

- D. Any additional services that are to be performed by Contractor and not included in the ITB or the bid response must be approved by the County in advance of Contractor providing services pursuant to Fulton County's Change Order Policy and Procedures # 800-6.
- E. The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service shall not relieve Contractor of the obligation to perform.
- F. Contractor shall comply with applicable Federal, State and County health regulations at all times.
- G. Contractor shall have the exclusive right to provide the Countywide Vending Service as described in the ITB # _____ in County-

owned or leased facilities for the duration of this Agreement.

- H. Prior to commencement of this Contract, the Director, Department of General Services, shall appoint an individual within the department to act as the County's Contract Administrator for this Contract. The County will provide the Contractor the Contract Administrator's name, work location and phone number in writing no later than the Contract start date.
- I. To insure effective communications between and among Contractor, Contractor's personnel, County, and County's personnel, Contractor will provide the emergency (work, home, cellular) telephone numbers of management personnel to facilitate the resolution of problems. Such numbers shall include, but not be limited to, the Contractor's Corporate Director of Operations (or equivalent).

3. TENANT SATISFACTION PROGRAM (PERFORMANCE MEASURES)

- A. The General Services Department will conduct periodic countywide surveys to determine the level of customer satisfaction with Contractor's goods and services. The results of these surveys will be provided to Contractor and will play a major role in determining whether the County desires to exercise the renewal option.
- B. Contractor is encouraged to conduct periodic surveys to determine additional refinements that can be made in their services.

4. AUDIT

- A. The County shall have the right to audit Contractor's records and documents, upon reasonable notice, at reasonable times, and where such

records are normally maintained by Contractor, to determine if number of hours worked, labor charges, prices charged, etc. are consistent with Contract requirements. Contractor agrees to permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract during the term of the Contract and for thirty-six (36) months after final payment required hereunder is issued. The Contractor agrees to retain all files pursuant to the Contract during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

- B. Contractor agrees to include audit requirements specified in the paragraph above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County.

5. PRODUCT PRICING

- A. Vending product prices shall be based on the Contractor's proposed pricing/commission structure in Contractor's ITB response. Product pricing and price changes are as described in the ITB.
- B. "No commission" pricing: The "no commission" pricing per Contractor's ITB response is inherently lower than the prices for vended products for which the Contractor pays the agreed commission rate to the County. The "no commission" locations are generally limited to those facilities/locations whose customer base indicates the lower, "no commission", price structure is appropriate. The Director, General Services Department may approve additions and deletions to the "no commission" locations. The

Contract Administrator shall maintain a written record of such additions and deletions.

6. COMMISSION PAID TO COUNTY

- A. Contractor agrees to pay to the County a commission per Contractor's ITB response. Commissions shall be paid as specified in the ITB.
- B. Failure to make commission payments in a timely manner may be considered a breach of this Agreement.

7. COMPENSATION FOR SERVICES

All compensation to the Contractor shall be the profitability of the operation after all expenses, including any monthly commission paid to the County.

8. MANAGEMENT REPORTS

- A. Contractor shall provide to the Fulton County Contract Administrator a Management Performance Report (MPR), on a monthly basis. Each MPR shall address operating performance for the most recent past month, and operating performance year-to-date. The Contract Administrator will specify the MPR's format and exact contents to the Contractor in writing prior to the initial Contract start date.
- B. Failure to submit reports as specified in the ITB may be considered a breach of this Contract.

9. RESPONSIBILITY FOR CLAIMS AND LIABILITY

CONTRACTOR shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost damage, claim, suit and judgment, including attorney's fees, arising out of or

resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by any act or omission of the **CONTRACTOR** any Sub-Contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of the County's employees or agents. **COUNTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the

listing of any insurance coverage.

10. TERMINATION

- A. County and Contractor agree that either party shall give a minimum of one hundred and twenty (120) calendar days prior written notice to terminate for convenience.
- B. If through any cause, Contractor shall fail to perform the required services as specified in the Contract Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by Contractor, the County shall thereupon give Contractor ten (10) calendar days to cure such violation by written notice to Contractor thereof. If the violation is not cured within such ten (10) calendar day period, then County may terminate this Contract immediately. Said written notice will be sent via certified mail to Contractor at the last address given to the County by Contractor. Notification is considered complete upon mailing, via certified mail, by County. If the Contract is terminated by the County, Contractor shall be permitted to collect payment for unpaid food services performed for any County Agency/Department that were performed prior to the Contract termination date.
- C. In the event this Contract is terminated due to breach, and notwithstanding Section B, herein, the County retains all rights to compensation from Contractor for any and all reasonable losses resulting from such breach.
- D. In the event that the County determines that it is no longer in its best

- interest to provide these services contemplated herein through use of an independent contractor, or if funds to continue the Contract become unavailable, the County may terminate this Contract, without any liability whatsoever upon the County, by giving one hundred and twenty (120) calendar days notice in writing (by certified mail) to Contractor.
- E. Notwithstanding any longer terms indicated above, the County may terminate this Contract at any time with 72 hours notice for multiple (three or more) health code violations that occur within any consecutive three calendar month period which remain uncorrected for ten (10) consecutive calendar days after identification, as determined by the Fulton County Health Department.
- F. In the event that the Contractor determines that it is no longer in its best interest to continue provision of Vending Services, the Contractor may terminate this Contract, without any liability whatsoever upon the Contractor, by giving (120) calendar days notice in writing (be hand delivery or posting in the U.S. Mail) to County stating the reasons for such termination.
- G. Upon termination of the Contract, the Contractor shall immediately turn over to the county all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

11. DEFICIENT PERFORMANCE

- A. The Contractor's performance and associated reporting requirements set

forth in the Contract Documents are critical. Contractor is expected to comply without exception and in a timely fashion to all work requirements and with the presentment of scheduled documents and payments to the County. If the Contractor fails to comply with these requirements, the following will occur:

- i. The Contractor shall have ten (10) calendar days from the date of the deficiency to correct the deficiency.
- ii. If the Contractor fails to correct the deficiency in the time allowed, a formal notice of uncorrected deficiency will be issued.

B. The Contractor acknowledges that failure to perform in the manner and format specified will cause the County to suffer an undue burden and may result in termination of the Contract for cause.

12. INDEPENDENT CONTRACTOR

Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractors, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor expressly acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of the County and no property interest in employment based on the Contract herein.

13. INSURANCE

As specified in the ITB.

14. TERM OF CONTRACT

As specified in the ITB.

15. VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract and the incorporated Contract Documents constitute the entire Contract between County and Contractor and there are no further written or oral Contracts with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing. Comply with Change Order Procedure 800-6 and approved by the Board of Commissioners.

16. NON-DISCRIMINATION

Contractor agrees to comply with Federal laws, State laws, County rules and regulations, and County policies and procedures relative to non-discrimination in employment practices and to non-discrimination in client and client services practices on the basis of political affiliation, sexual orientation, religion, race, color, sex, disability, age or national origin.

17. SEVERABILITY OF TERMS

If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

18. CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of the provision thereof.

19. NOTICES

Any and all notices referred under this contract shall be sent, via certified mail, to the following individual on behalf of Fulton County with copies to the Director of Fulton County General Services Department and the County Attorney:

Vending Services Contract Administrator
General Services Department
Fulton County Government Center, Suite G-119
141 Pryor Street SW
Atlanta, GA 30303

Furthermore, any and all notices required under this contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

20. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

21. SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns.

Contractor shall not assign this Contract or any portion thereof without the prior expressed written consent of Fulton County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

22. FORCE MAJEURE

Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of strikes by Contractor's employees or agents.

23. PERSONNEL AND EQUIPMENT

Contractor shall identify in writing a project manager who shall have sole authority to represent Contractor on all matters pertaining to this contract. Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete Contractor's Services under the contract, none of whom shall be employees of or have any contractual

relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

24. GOVERNING LAW

This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

(Remainder of page left intentionally blank)

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

FOR THE CONTRACTOR

Name
Title
Company

SEAL:

FULTON COUNTY, GEORGIA

ATTEST:

APPROVED AS TO FORM

Mark Massey
Clerk to the Commission

Office of the County Attorney

BY: _____
Karen A. Handel
Chair
Board of Commissioners

APPROVED AS TO CONTENT

Willie A. Hopkins, Jr.
Director
General Services Department

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the 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 Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

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 (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)			

4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-	\$1,000,000
-----------------------------------	--------	---	-------------

- | | | | |
|--|-----------------|---|-------------|
| 5. UMBRELLA LIABILITY
(In excess of above noted coverage's) | Each Occurrence | - | \$2,000,000 |
| 6. PROFESSIONAL LIABILITY
(Required if respondent providing quotation for professional services) | Each Occurrence | - | \$1,000,000 |
| 7. FIDELITY BOND
(Employee Dishonesty) | Each Occurrence | - | \$ 100,000 |

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor 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.

Such certificates and notices shall be sent to:

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

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____