



Vision

People Families Neighborhoods

Mission

*To serve, protect and govern in concert with
local municipalities*

Values

*People
Ethics*

*Customer Services
Resource Management*

**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 05ITB46667B-CC**

**STANDBY LANDSCAPE DESIGN AND TREE PLANTING
CONTRACTOR SERVICES**

For

THE ENVIRONMENT AND COMMUNITY DEVELOPMENT DEPARTMENT

**BID DUE TIME AND DATE: 11:00 A.M. LOCALTIME. September 27, 2005
PRE-BID CONFERENCE: 2:30 P.M., September 13, 2005
PURCHASING CONTACT: Charlie Crockett at (404) 730-5807
E-MAIL: Charlie.Crockett@co.fulton.ga.us**

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

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1.0 PURPOSE

The **FULTON COUNTY PURCHASING DEPARTMENT** solicits invitation to bid for services outlined in the Scope of Work contained herein. Bids will be received in the **Office of the Purchasing Agent, Fulton County Public Safety Building, Suite 1167, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until 11:00 A.M., local time on September 27, 2005.**

1.1 OBTAINING THE BID

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

1.2 TERM OF CONTRACT

Any award made as result of this bid shall be for Twelve (12) months from the date of award by the Board of Commissioners. The County reserves the right for an option of one (1) additional twelve (12) month renewal period pending approval by Board of Commissioners, Vendor satisfactory performance and the availability of departmental appropriated funding.

1.3 NO CONTACT PROVISION

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.

1.4 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this Bid should be submitted in writing to the Purchasing Department contact person, **Charlie Crockett, Assistant Purchasing Agent, 130 Peachtree Street, S.W. Suite 1168, Atlanta, GA 30303, no later than 2:00 P.M., September 16, 2005.** Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Any response made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

Telephone inquiries will not be accepted.

Charlie Crockett, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Phone: (404)730-5807
Fax: (404) 893-1737
charlie.crockett@co.fulton.ga.us

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

1.5 BID DUE DATE

All Bids are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303 on or before **September 27, 2005 by 11:00 A.M.**, legal prevailing time. All submitted bids will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any bid received after this appointed schedule will be considered late and subject to be returned unopened to the bidder. The bid due date can be changed only by addendum.

Bids shall clearly indicate the legal name, address, and telephone number of the proposer (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. ***The bid number must be clearly visible on all bid packages submitted.***

1.6 DELIVERY REQUIREMENTS

Any bid received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a

bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Purchasing.

1.7 **BASIS OF AWARD**

The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded. All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for 05ITB46667B-CC.

1.8 **PRE-BID CONFERENCE**

The County will hold a Pre-Bid Conference, on September 13, 2005 at 2:30 P.M. in the Fulton County Purchasing Department Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding this solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The purpose of the Pre-Bid conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this Bid.

END OF SECTION

SECTION 2

INSTRUCTIONS TO BIDDERS

BID GENERAL REQUIREMENTS

05ITB46667B-CC

Standby Landscape Design and Tree Planting Contractor Services

2.0 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".

2.1 DEFINITIONS OF PURCHASING TERMS:

Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

Addenda - the plural of addendum.

Addendum - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

Advertisement - public notice inviting bids or proposals on a specified project. Public Works Construction projects shall be published for four (4) consecutive weeks. All other projects shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website @ www.co.fulton.ga.us, under "Bid Opportunities".

Amendment – a change, addition, alteration, correction or revision to a bid or proposal or contract document.

Award - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

Bid - the formal process allowing prospective vendors to compete for goods and services sought by the County.

Bid acceptance - the acceptance of bids delivered to the Purchasing Agent at the time, place, and under the conditions contained in the invitation for bids and as further stipulated in the specifications document.

Bid bond - a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into a contract within a specified time and maintain the bid prices submitted with his/her original bids and furnish any required payment and/or performance bonds.

Bid opening - the public opening of bids received and accepted and the reading aloud of the name of each bidder and the amount of bid in the presence of one (1) or more witnesses at the time and place designated in the invitation to bid. For RFP openings only the name of the proponents are read aloud.

Brand name or equal specification – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

Brand name specifications – means a specification limited to one or more items by manufacturer's names or catalogue numbers.

Collusion – a secret agreement, whether expressed or implied, to commit a

fraudulent, deceitful, unlawful, or wrongful act.

Collusive bidding – a violation of antitrust statutes that consists of a response to a solicitation by two or more persons who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

County - “County” shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

Contractor - any person or entity having a contract with the County.

Days - “Days” shall mean calendar days.

Debarment – the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Designee - an authorized representative of a person holding superior position of responsibility.

Invitation to bid (ITB) - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Inspection - an authorized representative of the County, or of the County’s architect/engineer, assigned to make all necessary inspections, test, and reports of the work performed or being performed.

Materials - any substance(s) specified for use in the performance of the contract work.

May - denotes permissive.

Offer - a proposal by an offeror submitted when procurement is made by a source selection method other than competitive sealed bidding.

Offeror – a person making an offer.

Payment bond - “Payment Bond” means a bond provided by a surety company authorized to do business in the state of Georgia, which guarantees to the County that all costs incurred by the Contractor relating to the performance of the contracted services (i.e., suppliers, subcontractors, etc.) shall be paid in a timely manner and fully satisfied at the completion of the contracted work.

Performance bond - “Performance Bond” means a bond provided by a surety company authorized to do business in the state of Georgia, which guarantees to the County that the services contracted for will be performed in accordance with the terms and conditions specified in the contract document.

Pre-bid or pre-proposal conference – a meeting scheduled prior to the opening of bids/proposals at which attendance by potential bidders/offerors may be optional or mandatory, to clarify the solicitation and respond to prospective bidder/offeror inquiries.

Procurement - buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. Also includes all functions that pertain to the obtaining of any supply, service or construction, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Purchasing Agent - the Director of the Fulton County Department of Purchasing the principal purchasing official for the County.

Responsible bidder or responsible offeror – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive bidder or responsive offeror - means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of work - means the work that is required by the contract documents.

Service - the furnishings of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or collective bargaining agreements.

Shall - denotes imperative.

Solicitation - an invitation for bid, a request for proposal, a request for quotation, or any other document issued by the County for the purpose of soliciting bids or proposals to perform a County contract.

Specifications – means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

2.2 Bidder's Modification and Withdrawal of Bids:

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. No bid may be withdrawn after bid due date for sixty

(60) calendar days.

- 2.3 Site Examination:** There will be no site visit for this project.
- 2.4 Right to Reject Bids:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- 2.5 Applicable Laws:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
- 2.6 Examination of Contract Documents:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
- 2.7 Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
- 2.8 Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

END OF SECTION

SECTION 3 REQUIRED SUBMITTAL

- 3.0** Failure to submit any required item listed herein may be cause for rejection. Bidders may submit such other data as they deem appropriate; however, voluminous or overly elaborate bids are discouraged.

Bidders should include:

1. Firms must provide references (preferably from assignments similar to this service), indicate the number of successful landscape contracts held within the past three (3) years of a value not less than \$25,000, and provide documentation of the net worth of the company.
2. Firms must be able to provide professional level services that equal or surpass services provided by current Fulton County staff.
3. Firms must be able to provide said services, within the planting season of this region, with notice of not more than 30 days.
4. Organization Description - Provide a short resume of the organization. Include types of similar services/products performed/provided by the firm.
5. Organization Profile - Provide a personnel summary of those individuals anticipated to be assigned to the project and the percentage of project for which each will be responsible.
6. Current Workload - Provide the existing workload of personnel to be assigned, showing the ability to meet the needs of the project.
7. Project Experience - Provide Experience the firm has had with projects similar to the one described herein. Include a contact person, name of project and telephone number, other than members of your firm that can be contacted regarding this project.
8. Project Management Plan/Approach of Work - Provide a plan indicating how the proposer envisions performing the work, as well as a schedule with milestones to indicate the time required.
9. Compliance with the County's Non-Discrimination Policy - Provide completion of applicable Exhibits (A, B, C, D, E, F) and Equal Business Opportunity (EBO) Plan.
10. List of Service Costs - Provide a current rate schedule for all those elements that will be involved in this project. These rates shall remain in effect for the duration of this project. Provide this list of service costs using the forms provided as Exhibits "H", "I" and "J" herein and shall be included in a separate package from the detailed proposal. If there is a unit price differential for ordering in bulk, please reflect that in the pricing of each item for which that differential may apply.

Note that the use of personnel and additional maintenance costs are incidental and above and beyond the majority of the assignments directed by this contract.

11. Insurance – Provide certified proof of ability to provide the insurance coverage indicated, in the amounts specified herein if awarded the contract.
12. Affidavits - Signed, certified copies of the Non-Conflict of Interest; Non-Collusion Affidavit of Proposer; and the Non-Collusion Affidavit of Sub-Contractor contained herein.
13. Financial Capability - Provide certified copies of financial statements for the previous three (3) years.

END OF SECTION

**SECTION 4
BID FORM****05ITB46667B-CC
Standby Landscape Design and Tree Planting Contractor Services**

Submitted _____, 2005.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the scope of the work and informed himself fully in regard to all conditions pertaining to the work is to be done; that he has examined the sample contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID PER SPECIES, AS SPECIFIED IN THE PRICING FORMS (Section 11), IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. IF SELECTED AS VENDOR PURSUANT TO THIS BID, THE BIDDER AGREES TO ACCEPT THE LOWEST PRICE BID PER SPECIES FOR THE FULLFILLMENT OF THIS CONTRACT.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **One Hundred and Twenty (120)** consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for

anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: _____

Signed by: _____

[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____

[State/County]

License Expiration Date: _____

SECTION 5

BID BOND

05ITB46667B-CC

Standby Landscape Design and Tree Planting Contractor Services

FULTON COUNTY GOVERNMENT

NO BID BOND SHALL BE REQUIRED

SECTION 6 PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Certification Regarding Debarment
- Form E: Corporate Certification
- Form F: Non-Conflict of Interest Certification

FORM A

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF PRIME 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.

FORM B

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.

FORM C

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

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

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM D

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. 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.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

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)

FORM E

CORPORATE CERTIFICATE

Corporations

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 ____ .

(SEAL) must be affixed

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20 ____ .

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

FORM F

NON CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that we will not perform any type of professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Fulton County project for professional gain during the active life of such Project.

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

SECTION 7

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“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 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 payments 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 bid/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 Subcontractor 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 bid:

- **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 **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 INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (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. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

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.

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the 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 subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____

(Name of Prime Contractor Firm)

From: _____

(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/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.

_____ Hereby declares that it is my/our
intent to **(Bidder)**

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

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

12. The authority of each joint venturer to commit or obligate the other:_____

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

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

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

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

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE 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/SUBCONTRACTOR UTILIZATION REPORT

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

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

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
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 Start
TOTALS					

Executed By: _____
 (Printed Name)

 (Signature)

SECTION 7 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/EMPLOYERS'S LIABILITY INSURANCE – 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 Insurance	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
Employer's Liability 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
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5. UMBRELLA LIABILITY

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
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6. PROFESSIONAL LIABILITY

(Required if respondent providing professional services).	Each Occurrence	-	\$1,000,000
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7. FIDELITY BOND

(Employee Dishonesty)	Each Occurrence	-	\$ 100,000
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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: _____

**SECTION 8
SAMPLE CONTRACT**

AGREEMENT

**FOR PROFESSIONAL
LANDSCAPE ARCHITECT AND TREE PLANTING CONTRACTOR SERVICES
FULTON COUNTY, GEORGIA**

THIS AGREEMENT, made as of this the ____ day of _____, 20 __, by and between FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the COUNTY); and
((Name of Firm)),

a corporation, organized and existing under the laws of the State of Georgia, with offices in Georgia (hereinafter referred to as the VENDOR), shall constitute the terms and conditions under which the VENDOR shall provide Professional Tree Planting Services.

WITNESSETH:

WHEREAS, the County has need of professional Tree Planting services pursuant to the mandates and standards set forth by the Board of Commissioners, and managed by the Department of Environment and Community Development, to provided assurance of compliance with the rules, regulations, and laws of Fulton County in unincorporated Fulton County and other jurisdictions, as may be needed.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the COUNTY shall and does hereby employ said VENDOR and the VENDOR=S consultants to perform certain services as follows:

ARTICLE I VENDOR=S RESPONSIBILITIES

- A. The VENDOR=S services consist of those services performed by the VENDOR and the VENDOR'S consultants as enumerated in Article II of this Agreement. The VENDOR shall deliver a copy of this Agreement to each of its consultants. In addition, the VENDOR shall procure current copies of applicable codes, COUNTY landscape architect and treecontractor and VENDOR'Sordinances and permitting requirements, and the standards of design and tree planting services.
- B. The VENDOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The VENDOR shall review each order to proceed for each project to assure compliance with all applicable codes and laws in affect at the time said are delivered to the COUNTY. The VENDOR shall identify an authorized representative who will be the principal contact throughout the work.
- C. The VENDOR shall furnish the services of other vendors and consultants when such services are reasonably required by the scope of services as requested by the COUNTY and specified in Article II of this Agreement.
- D. The VENDOR agrees, and he agrees to bind his consultants, that the COUNTY is at liberty to directly engage other vendors and consultants for the purpose of checking, reviewing, and commenting on the work of the VENDOR and his consultants. The COUNTY is hereby authorized to deliver a copy of this Agreement to vendors and consultants as selected by the COUNTY for the foregoing purposes, and such delivery will constitute the unqualified consent and Agreement on the part of the VENDOR and his vendors and consultants to the checking, reviewing, and commenting upon the work of the VENDOR and his consultants.

ARTICLE II. SCOPE OF WORK

The VENDOR agrees to provide Professional Tree Planting Services as required by the COUNTY and indicated in the scope of services outlined in **05ITB46667B-CC** and Vendor's Bid in response thereto which are specifically incorporated herein by reference, and within this Agreement. Services shall include:

- 1. Professional Landscape Design and Tree Planting Contractor Services on a standby basis to provide materials and labor for the installation and maintenance of trees utilizing funds available in the Tree

Fund program, as outlined in the Fulton County Tree Preservation Ordinance and the Tree Planting Program determined appropriate by the Director of the Development Division of the Environment and Community Development Department of Fulton County, or his designee. Incidental landscape design services may be required for certain projects.

2. The scope of this work requires experienced personnel at the following levels:

- Project Director
- Professional/Licensed Personnel
- Georgia Registered Landscape Architect
- Professional Support Personnel
- Landscape Contractor
- Support Personnel
- Laborers
- Clerical

3. REQUIRED PROCEDURES:

The Vendor shall adhere to the duties and responsibilities listed below:

- a. Services shall include the selection, planting and maintenance of trees and shrubs within the areas identified in the programs for all public lands, including school properties, as specified in the Tree Planting Program of Fulton County, and/or those properties identified by the Director, or designee thereof, for compliance within the Tree Protection Ordinance and expenditures from the Tree Fund thus established.
- b. Services shall include shipping, handling, labor, permitting, planting and other associated expenses and/or activities associated with the selection, planting and maintenance of trees.
- c. Site locations for tree planting shall occur in the Commission Districts specified; including governmental rights-of-way adjacent to sidewalks and/or medians in major collector or arterial roads and on County properties such as; health centers, parks, libraries, etc., or as identified by the Director.
- d. VENDOR may be required to submit, for approval, a landscape plan indicating the species and number of trees to be planted including the locations within the identified area prior to the commencement of planting. Species selected must be compatible with the area.
- e. VENDOR shall provide a bond for a sum not exceed 10% of the full amount granted to the vendor and procured through this Request for Proposal. This bond shall be held in warranty for the insurance of the maintenance of the tree stock planted and for watering services which shall be provided during the months of June, July, August and September for a period of 24-month from the date of installation, using acceptable practices; such as, but not limited to, gator bags, watering trucks, etc, as may be recommended by the Director of the Environment and Community Development Department and/or assignees.

Standards for Selecting Quality Stock

- a. Trees selected for planting must be free from injury, pests, disease, or nutritional disorders.
- b. Trees selected for planting must be of good vigor. The determination of vigor is a subjective evaluation and dependent upon species variability. The following criteria are generally used for the determination of vigor:
 - 1. Foliage should have a green or dark green color. Vigorous trees will have large leaves and dense foliage when compared to trees with poor vigor.
 - 2. Shoot growth for most vigorous trees will be at least 1 foot per year. At least ½ of the branches should arise from points on the lower 2/3 of a trunk.
 - 3. Bark texture can denote vigor. Smooth or shiny bark on the trunk and branches of a young tree usually signifies good vigor; conversely, rough and dull bark could indicate poor vigor.

4. Trunk taper: the trunks of vigorous trees will generally have an increase in diameter with a decrease in height. Trees with reverse tapers or no taper should be avoided.
 5. Root color: young roots of most trees will be light in color.
- c. Trees selected for planting must be free of root defects. Two types of root defects generally occur:
1. Kinked roots, in which taproots, major branch roots, or both are bent more than 90 degrees with less than 20 percent of the root system originating above the kink. A tree with such roots will probably bend at the soil line when released from a supporting stake.
 2. Circling or girdling roots which circle 80 percent or more of the root system by 360 degrees or more. A tree with such roots would ultimately have less than 20 percent of its system available for support.

Planting Standards

- a. The planting of new trees can result in major injury to their root system. If proper planting techniques are employed, conditions will be more favorable for tree recovery, and the rate of attrition for newly planted trees will be reduced.
- b. Planting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual". The following is a summary of several of the more important considerations provided in the manual.
 - Only healthy trees with a well developed root system and a well formed top, characteristic of the species, should be planted. Standards for selecting quality stock are provided in Section C. REVEGETATION (3.) of the Tree Preservation Ordinance of Fulton County.
 - Trees selected for planting must be compatible with the specific site conditions.
 - The ability of a species to regenerate a new root system and to become re-established has to be considered. Deciduous and evergreen trees must be planted in November, December, January or February
- c. Planting procedures
 - Planting holes should be no less than 1 foot wider than the root ball or bare roots of the tree being planted. A planting hole 3 times the width of the root ball is recommended.
 - Trees should not be planted deeper than they were in their former location or container.
 - Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.
 - Good water drainage from the bottom of the planting hole is essential for root regeneration.
 - Once the transplanted tree is set, the hole should be backfilled with soil of good texture and structure. Traditionally, backfill material is comprised of a mix of native soil, organic matter such as peat, and inorganic material such as perlite or vermiculite in a 1:1:1 ratio. A back fill with native soil alone is adequate if the soil is of good quality.
 - The addition of fertilizer to backfill soil can cause root injury, and is therefore not recommended. If fertilizer must be added, a low rate should be

used. Approximately 1.5 pounds of nitrogen per cubic yard of back fill is recommended for bare root plants, and 2.5 pounds of nitrogen per cubic yard of back fill for balled and burlaped trees. The back fill should be gently tamped (but not compacted), and soaked for settling.

- The soil should be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole can facilitate watering.

Vendor Services:

a. Post-planting procedures

- Pruning. The amount of pruning necessary for newly planted trees depends upon the trees' response to planting. A decrease in leaf surface area from pruning can result in a reduction of the production of food, thus ultimately inhibiting root development. Pruning for vigor or to train young trees should therefore be delayed until after the first growing season.
- Pruning is recommended during the first growing season if the tree is showing "transplant shock" or drought symptoms (wilting), or for the removal of weak, broken, or diseased branches. Standard pruning practices should be followed.
- Staking should be used on newly planted trees only where determined necessary. The extent of staking will depend upon tree strength, form and condition at planting, expected wind conditions, the amount of vehicle or foot traffic, and the level of follow-up maintenance. Staking can cause tree damage. Periodic follow-up inspections are required to prevent serious tree-staking problems. Staking should be removed as soon as the tree is capable of providing its own anchorage and support. Recommended types and uses of staking are as follows:
 1. Protective staking is used to provide a barrier from foot traffic, mowers, vehicles, etc., for trees able to stand without support.
 2. Anchor staking is used to hold a root ball in place during the period of reestablishment for trees with otherwise adequate support.
 3. Support staking is used for trees with weak trunks or oversized crowns and unable to stand without support or in wind.
 4. Guying is recommended where necessary for large transplanted trees (4" D.B.H. or greater) to provide both anchorage and support.
 5. Mulching newly planted trees will reduce competition from weeds and moderate soil moisture and temperature extremes.
 6. Fertilizer application should begin after the tree's first full growing season.
 7. Water availability for the newly planted tree should be monitored and adjusted according to the species water requirements and the site conditions.

b. Vendors must be able to provide professional level services that equal or surpass services provided by current Fulton County staff.

c. Vendors must be able to provide said services, within the planting season of this region, with notice of not more than 30 days.

d. The VENDOR will not be entitled to any of the funds set aside for these programs unless called upon for service.

Assignments will be absolute to include the lowest costs submitted pursuant to the Bid and will not be an invitation to further Bid the job, but rather a directive to proceed.

ARTICLE III. CONTRACT TIME

The services to be performed under this Agreement shall commence within five (5) calendar days after receipt of written notice to proceed. Duration of this Stand-by Tree Planting Services Agreement is for one 12-month period, commencing upon receipt of written notice to proceed until one 12-month period has passed 2002. This contract may be renewed for up to three (3) twelve month periods, pursuant to action by the COUNTY.

ARTICLE IV. COMPENSATION

The COUNTY shall pay the VENDOR for basic services performed, including direct and indirect costs incurred in a sum not to exceed: {{{all or some portion of allocation by the BOC}}} based on those rates established through the Request for Proposal process and reflected in attachment hereto.

This cost includes all services and direct and indirect expenses as indicated in this Agreement and in ITB No. 2005---- YB. The VENDOR certifies that he has provided his vendors and consultants with a copy of the RFP and this Agreement, to develop their fee amounts that are included in the above lump sum fee for all services, direct and indirect expenses.

The VENDOR acknowledges, understands and agrees that it shall perform under this Agreement on a stand-by basis only, and that the VENDOR has no right to receive from the COUNTY any assignments, projects or functions whatsoever. The VENDOR further acknowledges, understands and agrees that the above-stated Not to Exceed Sum Cost constitutes a fund that shall apply to the COUNTY's stand-by agreements with multiple vendors and that the County shall have complete discretion to determine what assignments, projects or functions, if any, shall be performed by VENDOR or any other stand-by contractor providing tree planting services.

Additionally, the VENDOR acknowledges, understands and agrees that, notwithstanding any other provision(s) of this Agreement, it has no right to receive any payments or amounts from the COUNTY, unless and until, 1) the VENDOR is selected by the COUNTY to perform a specific task(s) or function(s) or function(s); and, the VENDOR satisfactorily completes such task(s) or function(s).

Details of payment(s) to VENDOR are set forth below. Finally, VENDOR acknowledges and agrees that this Agreement is specifically contingent upon availability of funding in the various programs this Agreement is meant to service and set aside by the Fulton County Board of Commissioners for that exact purpose, and that the above-stated may be reduced or eliminated by the Board of Commissioners and is subject to possible change order and/or contract amendment throughout the contract period.

Payments on account of said fee for basic services and expenses shall be made payable on a monthly basis, after the work has been completed, as mutually agreed upon by the VENDOR and COUNTY prior to execution of the Agreement. Compensation to the VENDOR will be made consistent with the following:

- A. Except as required by other provisions of this Agreement specifically cited and stated to be an exception from this clause, the COUNTY shall not be obligated to reimburse the VENDOR for costs incurred in excess of the Not to Exceed Sum Cost set forth above. The Not to Exceed Cost includes direct and indirect costs. In the absence of the specified exception, the COUNTY shall not be obligated to compensate the VENDOR for any costs which the VENDOR incurs in excess of the Not to Exceed Sum Cost details set forth, whether those excess costs were incurred during the course of the Agreement or as a result of termination.
- B. It is further agreed by the parties that the Not to Exceed Sum Cost set forth in connection with the services identified in Article II and supplemented in the VENDOR'S fee proposal is based on the fee rate and expense breakdown negotiated between the COUNTY and the VENDOR for the Agreement contract period ending at final payment. If the services covered in this Agreement have not been completed prior to the termination date and if said completion is delayed by circumstances beyond the control of the VENDOR, the VENDOR shall notify the COUNTY in writing of the circumstances. The basis of payment may be renegotiated to allow for changes in the Not to Exceed Sum Cost of services.
- C. It is further agreed that the above payments for service under this Agreement have been arrived at after discussions between the COUNTY and the VENDOR in consideration of the scope of work as outlined in the 05ITB46667B and Article II, above, and the prevailing cost for such Services, and the cost or pricing data used are provided in a complete, current, accurate and satisfactory format to the

County.

- D. It is also mutually agreed that the above payment shall be compensation only for those services specifically identified in this Agreement and indicated in 05ITB46667B through the termination date.
- E. The VENDOR shall invoice for services on a monthly basis. Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment within thirty (30) days. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) day of the following month. Invoices shall detail the services provided and the personnel involved in each assignment as agreed between the VENDOR and the COUNTY. The invoice shall be in tabulation format. Reimbursable costs shall be shown separate from basic service costs and in tabulation format. Additional services (if any) shall be shown separate and also be itemized in the same format as basic services. Each invoice shall be accompanied by a brief narrative progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the project execution. The parties hereto expressly agree that the contract terms required by this Agreement shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et. seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement.
- F. The VENDOR agrees that acceptance of the final payment for work or services performed up to and including the last day of the term shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the COUNTY from any and all further claims related to payment for services and materials furnished in connection with this Agreement.
- G. In case of termination of the Agreement by the COUNTY before completion of the work, the VENDOR will be paid only for the work satisfactorily completed as of the date of termination as determined by the COUNTY at its sole discretion.
- H. In the event that any claim, dispute, allegation, action, lawsuit, legal or other controversy results in whole or in part from the VENDOR'S services, or negligent errors, acts or omissions or breach of contract on the part of the VENDOR or its consultants, the VENDOR and its consultants will provide analysis and expert and other testimony on behalf of the COUNTY and assist the COUNTY in the defense of any such claim, dispute, allegation, action, lawsuit, legal or other controversy, and there will be no payment for these services to the VENDOR or its consultants. The VENDOR shall notify COUNTY of any pending legal action.

ARTICLE V. COUNTY'S RESPONSIBILITIES

It is understood that the COUNTY will provide the following:

- A. Upon request from the VENDOR, provide available criteria and information as to the requirements for the Scope of Services.
- B. Designate, in writing, a person to act as the COUNTY'S representative(s) with respect to the services to be rendered under this Agreement. Such representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY'S policies and decisions pertinent to the VENDOR'S services.
- C. Give notice to the VENDOR whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of VENDOR'S services.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

It is further mutually agreed by the parties hereto that:

- A. The VENDOR will not begin work on any of the items identified in Article II, until the COUNTY directs it in writing to proceed. The COUNTY or its designated representative shall have authority to give such direction, and shall be the COUNTY'S Project Representative for purpose of this Agreement.
- B. The COUNTY and the VENDOR and their respective partners are each bound to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the VENDOR shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent

- of any public body which may be a party hereto.
- C. The VENDOR, an Equal Opportunity Employer, now has or will secure, at his own expense, personnel required to perform the services under this Agreement. Such personnel are not employees of, nor do they have any contractual relationship with, the COUNTY. During the performance of this Agreement, the VENDOR agrees as follows:
- (1) the VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, disability or national origin;
 - (2) the VENDOR will, in all solicitations or advertisements for employees placed by, or on behalf of, the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex religion or national origin;
 - (3) the VENDOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each VENDOR and consultant.
- D. The VENDOR shall be responsible for the accuracy of the work and any errors and/or omissions made by the VENDOR and/or the VENDOR'S consultants in the provisions of any services under this Agreement.
- E. If the VENDOR is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, it shall notify the COUNTY in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the COUNTY. The COUNTY shall in no way be held liable or responsible for compensating the VENDOR for any work performed under this section which has not first been approved in writing by the COUNTY prior to the performance of the additional work.
- F. The COUNTY may request the VENDOR in writing to suspend all or any part of the work for such period of time as it may determine to be appropriate for its (COUNTY'S) convenience. If the performance of all or any part of the work is suspended or delayed for an unreasonable period of time by an act of the COUNTY in the administration of this Agreement, or by its failure to act within the time specified in this Agreement, (or if no time is specified, within a reasonable time), at the sole discretion of the COUNTY an adjustment may be made for any increase in the cost of performance of this Agreement caused by such unreasonable suspension or delay, and the Agreement may be modified in writing accordingly. In the event that the VENDOR or its consultants cause unreasonable delays or fail to act within reasonable periods of time, all costs associated with these delays will be borne by the VENDOR.
- G. This Agreement may be terminated by either party by sixty (60) day=s written notice to the other party in the event of failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated through no fault of the VENDOR, the VENDOR shall be paid for its time and expense in accordance with the VENDOR'S standard rates then in effect under this Agreement or modifications thereto for the extent of services performed by it prior to the effective date of termination. In the event that the COUNTY terminates this Agreement due to failure of the VENDOR to substantially perform in accordance with the terms of this Agreement, then the VENDOR agrees to forfeit any current (less than 30 days) outstanding compensation due the VENDOR excluding reimbursable expense items. Notice of termination shall be given by the terminating party by mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be the date of receipt of notice.H. As between the COUNTY and the VENDOR as the other party, the VENDOR shall assume responsibility and liability for damage, loss, or injury, including death, to persons or property caused by or resulting from errors, actions or omissions of the VENDOR or its consultants or the negligent professional acts of the VENDOR or its consultants or any of their officers, agents, servants, or employees, arising from, related to, or during the performance of the work under this Agreement. The VENDOR shall indemnify, defend and hold harmless the COUNTY and all of its officers, agents, servants, or employees from and against claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The VENDOR agrees to assist the COUNTY in defending against any claims brought or actions filed against the COUNTY, where such claim or action involves, in whole or in part, the VENDOR'S services or allegedly negligent errors, acts or omissions or breach of contract on the part of the VENDOR or its VENDORs or consultants, or the subject of the indemnity contained herein.

The VENDOR

SEE SECTION 6 FOR INSURANCE INFORMATION AND REQUIREMENT

- J. Georgia Laws Govern. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- K. This Agreement shall be deemed to have been made and performed in Fulton County, Georgia. For the purposes of venue, all suits or causes of action that may arise out of this Agreement shall be brought in the courts of Fulton County, Georgia.
- L. This Agreement may be modified or amended by the COUNTY to reduce or NO Pmodify the scope of work or project description upon seven (7) days written notice; the written notice shall be sent to the VENDOR, addressed as follows:
 {{{Name of Firm with required contact information for mailing}}}
 All notices sent to the VENDOR'S address shall be binding upon the VENDOR unless said address is changed by the VENDOR in writing to the COUNTY.
- M. The COUNTY may designate a representative through whom the VENDOR will contact the COUNTY. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the Fulton County Board of Commissioners. Payments to the VENDOR shall be made only upon itemized bill submitted to and approved by said representative.
- N. VENDOR'S Status. The relationship between the COUNTY and the VENDOR shall be that of Owner and independent contractor.
- O. Sole Agreement. This Contract constitutes the sole Agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved by action of the Board of Commissioners of Fulton County

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered on this, the ____ day of _____, 20 ____.

ATTEST:

VENDOR:

FULTON COUNTY:

By: _____

APPROVED AS TO CONTENT:

Title: _____

By: _____

Steven R. Cover, Director
Environment and Community Development

(SEAL)

APPROVED AS TO FORM:

By: _____

Nicolle Holt, Attorney
For the Office of the County Attorney

ATTEST:

By: _____

Mark Massey
Clerk to the Commissioner

(SEAL)

By: _____

Karen Handel, Chairman
Fulton County Board of Commissioners

**SECTION 9
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS [insert name contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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

_____(SEAL)
(Principal)

By:

Attest:

Secretary

_____(SEAL)
(Surety)

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

Section 10

PRICING

SPECIAL PROVISIONS

Prior to commencement of the project, the Bidder shall recommend and secure the County's written approval of project work activities and the methods to be used in accomplishing the work for the Project. Any changes deviating from the approved work activity shall require re-approval by the County.

The Bidder shall submit transmittals of all correspondence, telephone conversations, and minutes of all meetings relative to the Project.

The Bidder will notify all property owners or occupants each and every time of the intent to enter properties for the purpose of accomplishing work or other field investigations in accordance with the practices of the County. The Bidder shall discuss with and receive approval from the Fulton County Department of Environment and Community Development prior to sending said notices of intent to enter private property. Upon request by the Bidder, the County will provide the necessary documents identifying the Bidder for the purpose described in the Request for Bid. If the property owner or occupant denies the Bidder permission to enter, such incident will be reported to the County and the County will initiate such action as is dictated by current policy and procedure.

The Bidder shall perform the services required to accomplish the work plan as stated. The Bidder shall meet with the County for review of the work on a regular basis as determined by the County.

All professional personnel (including subcontractors) engaged in performing services for the Bidder under the bid are indicated in personnel listing attached thereto and incorporated therein by reference. No changes or substitutions shall be permitted in the Bidder's key personnel as set forth herein without the prior written approval of the Director of Environment and Community Development or his designee.

The Bidder shall employ only qualified persons, possessing professional credentials in landscaping, horticulture, or other related professions, in those positions involving supervision and/or design of the work.

BID PRICING

Bid Pricing shall include all Scope of Services items, overhead, meetings, coordination, insurance, printing costs, computer time, and other items as outlined in this INVITATION TO BID. In addition, specialized assignment not associated with a simple planting assignment may be issued which shall be based upon a dollar per hour rate with an estimated number of hours for the entire bid. Note that the hours listed on the Personnel and Costs Bid Sheet for these employee classifications are estimates only. Additional time or less time than those estimated may actually be required for the projects as they are assigned. The PROPOSER will include his/her fees as outlined below:

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Project Director	at an estimated total of 25 hours
Landscape Architect	at an estimated total of 100 hours
Landscape Contractor	at an estimated total of 300 hours
Laborers	at an estimated total of 300 hours
Clerical	at an estimated total of 25 hours

No other classification, including upper level or mid level Management or Administrative, may be charged in association with these services. Use Exhibit "H" to propose these costs.

Plant Material

Unit Price

From the Unit Costs Bid Sheets referenced in these documents which identify the species required for the various projects anticipated to be funded through this program, include a unit price, considering the volume of planting material per species and caliper/size, and including shipping, labor for handling and planting, and maintenance. Note that the quantities listed on the Unit Costs Bid Sheets for these species are estimates only. Additional stock, or less stock, than those estimated may actually be required for the projects as they are assigned. In addition, each unit cost should include any costs associated with preparation of the land to receive the stock to be planted; including, but not limited to grading, soil enhancements, removal of rock, etc. Equipment use and associated labor costs should be included in this estimate. Survival of all stock shall be guaranteed, notwithstanding any natural disaster beyond the direct control or management of the Vendor, for 24-months. Use Exhibit "I" for Unit Costs Bid Sheets to list these costs.

Maintenance Bond

Per Award

The Bidder shall agree to provide a bond for a sum not to exceed 10% of the amount awarded as pursuant to this Request for Bid. This bond shall be held in warranty for a period of 24-month from the date of installation and shall provide for the insurance of the maintenance of the tree stock planted and for watering services, which shall be provided during the months of June, July, August and September, using acceptable practices; such as, but not limited to, gator bags, watering trucks, etc, as may be recommended by the Director of the Environment and Community Development Department and/or assignees.

Incidental Expenses

Per Item

If additional maintenance is determined to be necessary, outside of this 24-month care and maintenance period, additional costs may be incurred which will be paid to the Vendor on an as needed basis. Use Exhibit 'J' to list these costs.

SCOPE OF WORK

NEED: Professional Landscape Design and Tree Planting Contractor Services on a Standby basis to provide materials and labor for the installation and maintenance of trees utilizing funds available in the Tree Fund program, as outlined in the Fulton County Tree Preservation Ordinance and for the installation and maintenance of trees and shrubs utilizing funds available from the Tree Planting Program, as may be determined appropriate by the Director of the Environment and Community Development Department of Fulton County, or his designee. Incidental landscape design services may be required for certain projects.

PERSONNEL: The scope of this work requires experienced personnel at the following levels:

- Project Director
- Professional/Licensed Personnel
- Georgia Registered Landscape Architect
- Professional Support Personnel
- Landscape Contractor
- Support Personnel
- Laborers
- Clerical

REQUIRED PROCEDURES:

The Bidder shall adhere to the duties and responsibilities listed below:

- a. Services shall include the selection, planting and maintenance of trees and shrubs, when required, within the areas identified in the programs for all public lands, including school properties, as specified in the Tree Planting Program of Fulton County, and/or those properties identified by the Director, or designee thereof, for compliance within the Tree Protection Ordinance and expenditures from the Tree Fund thus established.
- b. Services shall include shipping, handling, labor, permitting, planting and other associated expenses and/or activities associated with the selection, planting and maintenance of trees and shrubs, when required; including but not limited to grading, soil enhancements, rock removal, as example of other required services associated with planting activities.
- c. Site locations for planting trees and shrubs pursuant to the Tree Planting Program shall occur in the Commission Districts specified; including governmental rights-of-way adjacent to sidewalks and/or medians in major collector or arterial roads and on public properties such as; health centers, parks, libraries, etc., or as identified by the Director. Property located within Municipalities, located within Fulton County, and/or Fulton County projects located on properties outside of Fulton County shall also be eligible to receive these services, pursuant to the approval of the Director of the Environment and Community Development Department.
- d. Bidder may be required to submit, for approval, a landscape plan indicating the species and number of trees to be planted including the locations within the identified area prior to the commencement of planting. Species selected must be compatible with the area and limited to those listed herein upon Exhibit "I".
- e. The Bidder shall provide a bond for a sum not to exceed 10% of the full amount granted to the vendor and procured through this Request for Proposal. This bond shall be held in warranty for the insurance of the maintenance of the materials planted and for watering services which shall be provided during the months of June, July, August and September, for a period of 24-month from the date of installation, using acceptable practices; such as, but not limited to, gator bags, watering trucks, etc, as may be recommended by the Director of the Environment and Community Development Department and/or assignees.

Standards for Selecting Quality Tree Stock

- a. Trees selected for planting must be free from injury, pests, disease, or nutritional disorders.
- b. Trees selected for planting must be of good vigor. The determination of vigor is a subjective evaluation and dependent upon species variability. The following criteria are generally used for the determination of vigor:
 1. Foliage should have a green or dark green color. Vigorous trees will have large leaves and dense foliage when compared to trees with poor vigor.
 2. Shoot growth for most vigorous trees will be at least 1 foot per year. At least ½ of the

- branches should arise from points on the lower 2/3 of a trunk.
3. Bark texture can denote vigor. Smooth or shiny bark on the trunk and branches of a young tree usually signifies good vigor; conversely, rough and dull bark could indicate poor vigor.
 4. Trunk taper: the trunks of vigorous trees will generally have an increase in diameter with a decrease in height. Trees with reverse tapers or no taper should be avoided.
 5. Root color: young roots of most trees will be light in color.
- c. Trees selected for planting must be free of root defects. Two types of root defects generally occur:
1. Kinked roots, in which taproots, major branch roots, or both are bent more than 90 degrees with less than 20 percent of the root system originating above the kink. A tree with such roots will probably bend at the soil line when released from a supporting stake.
 2. Circling or girdling roots which circle 80 percent or more of the root system by 360 degrees or more. A tree with such roots would ultimately have less than 20 percent of its system available for support.

Planting Standards

- a. The planting of new trees can result in major injury to their root system. If proper planting techniques are employed, conditions will be more favorable for tree recovery, and the rate of attrition for newly planted trees will be reduced.
- b. Planting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual". The following is a summary of several of the more important considerations provided in the manual.
 - Only healthy trees with a well developed root system and a well formed top, characteristic of the species, should be planted. Standards for selecting quality stock are provided in Section C. REVEGETATION (3.) of the Tree Preservation Ordinance of Fulton County.
 - Trees selected for planting must be compatible with the specific site conditions.
 - The ability of a species to regenerate a new root system and to become re-established has to be considered. Deciduous and evergreen trees must be planted in November, December, January or February.
- c. Planting procedures
 - Planting holes should be no less than 1 foot wider than the root ball or bare roots of the tree being planted. A planting hole 3 times the width of the root ball is recommended.
 - Trees should not be planted deeper than they were in their former location or container.
 - Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.
 - Good water drainage from the bottom of the planting hole is essential for root regeneration.
 - Once the transplanted tree is set, the hole should be backfilled with soil of good texture and structure. Traditionally, backfill material is comprised of a mix of native soil, organic matter such as peat, and inorganic material such as perlite or vermiculite in a 1:1:1 ratio. A back fill with native soil alone is adequate if the soil is of good quality.
 - The addition of fertilizer to backfill soil can cause root injury, and is therefore not recommended. If fertilizer must be added, a low rate should be used. Approximately 1.5 pounds of nitrogen per cubic yard of back fill is recommended for bare root plants, and 2.5 pounds of nitrogen per cubic yard of back fill for balled and burlaped trees. The back fill should be gently tamped (but not compacted), and soaked for settling.

planted in
October, November, December, January, February, March or April.

b. Planting procedures

- Planting holes should be no less than 1 foot wider than the root ball or bare roots of the shrub being planted. A planting hole 3 times the width of the root ball is recommended.
- Shrubs should not be planted deeper than they were in their former location or container.
- Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.
- Good water drainage from the bottom of the planting hole is essential for root regeneration.
- Once the transplanted shrub is set, the hole should be backfilled with soil of good texture and structure. Traditionally, backfill material is comprised of a mix of native soil, organic matter such as peat, and inorganic material such as perlite or vermiculite in a 1:1:1 ratio. A back fill with native soil alone is adequate if the soil is of good quality.
- The addition of fertilizer to backfill soil can cause root injury, and is therefore not recommended. The back fill should be gently tamped (but not compacted), and soaked for settling.
- The soil should be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole can facilitate watering. This area should be heavily mulched (4-6 inches) with cypress mulch or other similar mulch.

c. Post-planting procedures.

- Pruning is recommended during the first growing season if the shrub is showing “transplant shock” or drought symptoms (wilting), or for the removal of weak, broken, or diseased branches. Standard pruning practices should be followed.
- Fertilizer application should begin after the shrub’s first full growing season.
- Water availability for the newly planted shrub is critical, and should be monitored and adjusted according to the species water requirements, site conditions, and current climate conditions.

Bidders must respond fully to this request by providing an individual bid unit price and a quantity bid price for all species as identified in Exhibit “I” of this package. Quantities listed in Exhibit “I” herein are estimates only and may be more or less of those numbers of trees and/or shrubs required to accomplish any specific tasks designated for the use of these funds. Fulton County reserves the right to award this proposal as a whole, or in part, to one or more vendors. The bid will, at the discretion of the County, be awarded to the lowest responsible/responsive bidder(s). Even if selected, the firm(s) will not be entitled to any of the funds set aside for these programs unless called upon for service. Those vendors awarded any portion of the project must agree to match the low bidder’s offer in every particular, without exception. Assignments will be absolute to include costs associated with details included herewith and will not be an invitation to further Bid the job, but rather a directive to proceed.

The intent of this selection process will be to establish a primary vendor with an award to equal 40% of the total award and three secondary vendors with an award equal to 20% of the total award given for each. Should there be less than four respondents to this Invitation to Bid, the award shall be 50%, 25%, and 25% for three vendors, 60%, 40% for two vendors and a full 100% if only one vendor responds. Should any vendor that is selected choose to not enter into contract with Fulton County, then the award set aside for that vendor shall be divided equally among the remaining vendors. The Director of the Environment and Community Development Department reserves the right to amend this intention for the division of the awards per his sole discretion should he be so inclined after a full and complete review of all bids submitted

for consideration.

The total allocation or cost per assignment shall not exceed those funds established by the Board of Commissioners in the Fulton County Tree Fund, as provided for in the Administrative Guidelines of the Fulton County Tree Protection Ordinance, or as may be available in the Tree Planting Program. Planting will occur between November and February, or as weather conditions may allow.

Duration of this Stand-by Tree Planting Services Agreement is for one 12-month period, commencing upon receipt of written notice to proceed until one 12-month period has passed, or as designated by action of the COUNTY2002. This contract may be renewal pursuant to action by the COUNTY. Extensions of this agreement may be allowed by the Board of Commissioners, based on satisfactory performance, for up to two (2) 12-month periods.

For the purpose of selecting the lowest responsible responsive vendor, the costs bids from each vendor will be based upon providing the County services on the following: an hourly rate for labor, a per unit price for materials specific to the standards of Fulton County, and a per service rate for incidental expenses. 5

NOTE: A total of all costs will not be used as part of the assessment of the most responsive, responsible bidder. A comparison of price per species and quantity pricing will be the central point of the evaluation.

Exhibit “H”- Personnel and Cost Proposal:

NOTE: Tree planting prices, as specified in Exhibit “I”, shall include all labor and materials; including, but not

limited to, shipping, handling, planting, and simple site preparation such as minor grading and stone removal. The following labor costs are only for those assignments that are above and beyond the tree planting. (Example: mass grading a site and deep rock removal or designing a landscape plan). These tasks shall be based upon a dollar per hour rate. The chart below also provides an estimated number of hours for each labor type which would cover services for the entire bid. Note that the hours listed below are estimates only. Additional time or less time than those estimated may actually be required for the projects as they are assigned.

NO OTHER CLASSIFICATION, INCLUDING UPPER LEVEL OR MID LEVEL MANAGEMENT OR ADMINISTRATIVE, MAY BE CHARGED IN ASSOCIATION WITH THESE SERVICES.

EMPLOYEE CLASSIFICATION	Estimated Hours	Costs
Project Director	25 hours	
Georgia Registered Landscape Architect	200 hours	
Landscape Contractor	300 hours	
Laborers	300 hours	
Clerical	25 hours	

Exhibit "F" – Species and Caliper by Quantity and Unit Price

Trees					
Botanical Name	Common Name	Size	**Quantity	*Unit Price	*Quantity Price
<i>Acer buergeranum</i>	Trident Maple	2" - 2-1/2"	150		
<i>Acer buergeranum</i>	Trident Maple	4"	4		
<i>Acer Rubrum</i>	Red Maple	3" - 3-1/2"	10		
<i>Acer rubrum</i>	Red Maple	4"	31		
<i>Acer rubrum "October Glory"</i>	October Glory Red Maple	2" - 2-1/2"	5		
<i>Acer rubrum "October Glory"</i>	October Glory Red Maple	3"	16		
<i>Acer rubrum "October Glory"</i>	October Glory Red Maple	3" - 3-1/2"	7		
<i>Acer rubrum "October Glory"</i>	October Glory Red Maple	3-1/2" - 4"	5		
<i>Acer rubrum 'Armstrong'</i>	Columnar Red Maple	3" - 3-1/2"	154		
<i>Acer rubrum "October Glory"</i>	October Glory Red Maple	4"	29		
<i>Acer truncatum</i>	Purple Blow Maple	2" - 2-1/2"	150		
<i>Betula nigra</i>	River Birch	11' - 12'	4		
<i>Betula nigra</i>	River Birch	2"	14		
<i>Betula nigra "Dura Heat"</i>	River Birch	12' - 14'	2		
<i>Carpinus betulus fastigata</i>	Upright European Hornbeam	3" - 3-1/2"	150		
<i>Carpinus caroliniana</i>	Ironwood	8' - 10'	5		
<i>Cedrus deodara</i>	Deodar Cedar	12' - 14'	8		
<i>Cercidiphyllum japonicum</i>	Katsura Tree	3" - 3-1/2"	5		
<i>Cercidiphyllum japonicum</i>	Katsura Tree	4"	29		
<i>Cercis canadensis</i>	Redbud	2"	9		
<i>Cercis canadensis</i>	Redbud	8' - 10'	10		
<i>Chionanthus virginicus</i>	Fringe Tree	6' - 7'	9		

Trees					
Botanical Name	Common Name	Size	**Quantity	*Unit Price	*Quantity Price
<i>Chionanthus virginicus</i>	Fringe Tree	6' - 8'	7		
<i>Cladrastis lutea</i>	American Yellow Wood	2"	26		
<i>Cornus florida</i>	Dogwood	2"	14		
<i>Cryptomeria japonica</i>	Japanese Cryptomeria	12' - 14'	18		
<i>Cryptomeria japonica</i>	Japanese Cryptomeria	4"	43		
<i>Cryptomeria japonica</i>	Japanese Cryptomeria	6'	358		
<i>Fagus grandiflora</i>	American Beech	4"	8		
<i>Fraxinus Oxicarpa "Raywood"</i>	Raywood Ash	4" - 5"	27		
<i>Fraxinus pennsylvatica</i>	Green Ash	3" - 3-1/2"	10		
<i>Fraxinus pennsylvatica</i>	Green Ash	4"	5		
<i>Ginkgo biloba</i>	Ginkgo	2"	5		
<i>Ginkgo Biloba "Saratoga"</i>	Saratoga Ginkgo	4" - 5"	72		
<i>Gleditsia triacanthos 'Inermis'</i>	Thornless Honey Locust	3" - 3-1/2"	12		
<i>Gleditsia triacanthos 'Inermis' "Skyline"</i>	Skyline Honey Locust	4" - 5"	26		
<i>Ilex "Nellie R. Stevens"</i>	Nellie R. Stevens Holly	6'	15		
<i>Ilex attenuata savannah</i>	Savannah Holly	8' - 10'	26		
<i>Ilex opaca</i>	American Holly	10' - 12'	6		
<i>Ilex opaca</i>	American Holly	6' - 7'	28		
<i>Ilex vomitoria "Shadows Female"</i>	Yaupon Holly	6' - 7'	22		
<i>Juniperus virginiana</i>	Eastern Red Cedar	12' - 14'	11		
<i>Juniperus virginiana</i>	Eastern Red Cedar	2"	35		
<i>Juniperus Virginiana "Brodie"</i>	Brodie Eastern Red Cedar	8' - 9'	68		

Trees					
Botanical Name	Common Name	Size	**Quantity	*Unit Price	*Quantity Price
<i>Juniperus Virginiana "Brodie"</i>	Brodie Eastern Red Cedar	9' - 10'	32		
<i>Juniperus virginiana "Emerald Sentinel"</i>	Emerald Sentinel Eastern Red Cedar	2"	26		
<i>Koelreuteria bipinnata</i>	Bougainvillea Golden Raintree	2" - 2-1/2"	500		
<i>Koelreuteria paniculata</i>	Golden Rain Tree	2"	7		
<i>Koelreuteria paniculata</i>	Golden Rain Tree	4" - 5"	20		
<i>Lagerstroemia Indica "Glendora White"</i>	Glendora White Crape Myrtle	2" -2 -1/2"	54		
<i>Liriodendron tulipifera</i>	Tulip Poplar	3" - 3-1/2"	3		
<i>Liriodendron tulipifera</i>	Tulip Poplar	4"	37		
<i>Magnolia grandiflora</i>	Southern Magnolia	12' - 14'	20		
<i>Magnolia grandiflora</i>	Bracken's Brown Beauty Southern Magnolia	6' - 7'	32		
<i>Magnolia virginiana</i>	Sweet Bay Magnolia	8' - 10'	5		
<i>Metasequoia glyptostropoides</i>	Dawn Redwood	3" - 3-1/2"	7		
<i>Myrica serifera</i>	Wax Myrtle	6' - 8'	25		
<i>Nyssa sylvatica</i>	Black Gum	2" - 2-1/2"	3		
<i>Nyssa sylvatica</i>	Black Gum	3-1/2" - 4 "	3		
<i>Pinus taeda</i>	Loblolly Pine	5'	170		
<i>Pinus virginiana</i>	Virginia Pine	6' - 8'	7		
<i>Pistacia Chinensis</i>	Chinese Pistachio	4" - 5"	19		
<i>Platanus acerifolia 'Yarwood'</i>	Yarwood Sycamore	3" - 3-1/2"	500		
<i>Prunus yedoensis</i>	Yoshino Cherry	2"	17		

Trees					
Botanical Name	Common Name	Size	**Quantity	*Unit Price	*Quantity Price
<i>Prunus yedoensis "Akebono"</i>	Akebono Yoshino Cherry	2" - 2-1/2"	52		
<i>Quercus phellos</i>	Willow Oak	3"	8		
<i>Quercus phellos</i>	Willow Oak	3" - 3-1/2"	2		
<i>Quercus phellos</i>	Willow Oak	4" - 4-1/2"	1		
<i>Quercus acutissima</i>	Sawtooth Oak	2"	7		
<i>Quercus acutissima</i>	Sawtooth Oak	3" - 3-1/2"	500		
<i>Quercus acutissima</i>	Sawtooth Oak	4"	23		
<i>Quercus bicolor</i>	Swamp White Oak	3" - 3-1/2"	10		
<i>Quercus lyrata</i>	Overcup Oak	3" - 3-1/2"	14		
<i>Quercus lyrata</i>	Overcup Oak	3-1/2" - 4"	5		
<i>Quercus lyrata</i>	Overcup Oak	4"	19		
<i>Quercus macrocarpa</i>	Bur Oak	4"	19		
<i>Quercus nuttalli</i>	Nuttall Oak	3" - 3-1/2"	500		
<i>Quercus nuttalli</i>	Nuttall Oak	3-1/2" - 4"	3		
<i>Quercus nuttalli</i>	Nuttall Oak	4"	47		
<i>Quercus nuttalli</i>	Nuttall Oak	4" - 4-1/2"	4		
<i>Quercus phellos</i>	Willow Oak	3" - 3-1/2"	11		
<i>Quercus phellos</i>	Willow Oak	4"	3		
<i>Quercus prinus</i>	Chestnut Oak	4"	29		
<i>Quercus rubra</i>	Northern Red Oak	4"	9		
<i>Quercus rubra</i>	Northern Red Oak	4" - 4-1/2"	9		
<i>Quercus shumardii</i>	Shumard Oak	3" - 3-1/2"	500		
<i>Taxodium disticum</i>	Bald Cypress	3" - 3-1/2"	5		

Trees					
Botanical Name	Common Name	Size	**Quantity	*Unit Price	*Quantity Price
<i>Tilia cordata</i> 'Corinthian'	Compact Little Leaf Linden	2" - 2-1/2"	150		
<i>Tsuga canadensis</i>	Canadian Hemlock	12' - 14'	30		
<i>Tsuga canadensis</i>	Canadian Hemlock	7' - 8'	5		
<i>Ulmus Americana</i> "princeton"	American Elm	4" - 4-1/2"	2		
<i>Ulmus parviflora</i>	Chinese Elm	3" - 3-1/2"	500		
<i>Ulmus parviflora</i>	Chinese Elm	4"	14		
<i>Ulmus parvifolia</i> 'EmerII'	Allee Elm	3" - 3-1/2"	500		
<i>Vitex agnus castus</i>	Chaste Tree	6' - 8'	9		
<i>Zelcova serrata</i>	Zelcova Elm	3" - 3-1/2"	5		
<i>Zelcova serrata</i>	Japanese Zelkova	4"	11		
**Quantities provided are only estimates, exact quantities will be determined during site plan review					
*Unit price and Quantity price should include shipping, labor for handling and planting, material, equipment use and maintenance					

SHRUBS FOR LANDSCAPING IN RIGHT OF WAYS AND MEDIANS

Botanical Name	Common Name	Sun/Shade	(E) or (D)*	Mature Height	Size	**Quantity	***Unit Price	****Quantity Price
<i>Forsythia x intermedia</i>	Forsythia	Sun	D	8-10 feet	B&B	750		
<i>Loropetalum chinense</i>	Chinese Fringe-flower	Sun or part shade	E	6-10 feet	B&B	1250		
<i>Rhus typhina or glabra</i>	Staghorn or Smooth Sumac	Sun or part shade	D	10-15 feet	B&B	900		
<i>Rhus typhina or glabra</i>	Staghorn or Smooth Sumac	Sun or part shade	D	15-25 feet	3 Gal	750		
<i>Osmanthus heterophyllus</i>	Holly Osmanthus	Sun or part shade	E	6-10 feet	3 Gal	3000		
<i>Callicarpa Americana</i>	Beautyberry	Sun or part shade	D	4-6 feet	3 Gal	2000		
<i>Kerria japonica</i>	Japanese Kerria	Sun or part shade	D	4-6 feet	B&B	2000		
<i>Vitex Agnus-Castus</i>	Chaste – Tree	Sun or part shade	E	10-12 feet	3 Gal	1250		
<i>Berberis Julianae</i>	Wintergreen Barberry	Sun	E	4-6 feet	3 Gal	2000		
<i>Mahonia Pinnata</i>	Cluster Mahonia	Sun or part shade	E	4-6 feet	3 Gal	2000		
<i>Pyracantha Koidzumii</i>	Lowdense Pyracantha	Sun	E	4-6 feet	3 Gal	2000		
<i>Rosa wichuraiana</i>	“Knock-out” Rose	Sun	D	8-16 inches	3 Gal	3000		
<i>Juniperus species</i>	“Sea Green” Juniper	Sun	E	4-6 feet	3 Gal	3000		
* (E) = Evergreen								
(D) = Deciduous								

** Quantities provided are only estimates, exact quantities will be determined during site plan review

*** Unit Price and Quantity Price should include shipping, labor for handling, and planting, material, equipment use and maintenance

****Quantity Price should reflect any saving from ordering in bulk rather than as individual units

Exhibit “J” – Incidental Expenses: Watering Services:

Service	Cost per Item
Gator Bags	
Watering Truck	
Others: Specify	