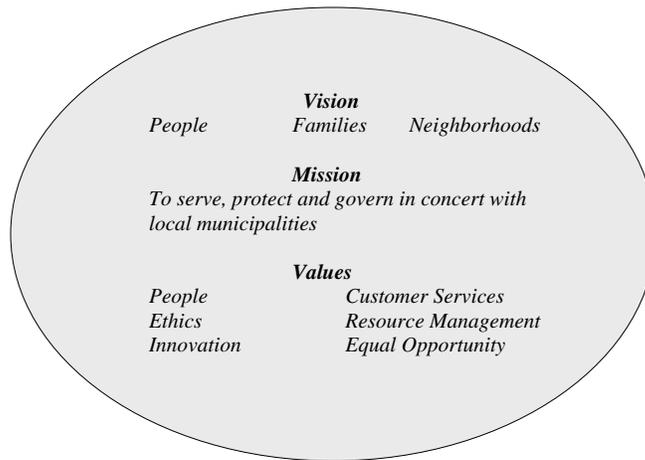




FULTON COUNTY



**PURCHASING DEPARTMENT
INVITATION to BID NO. 05ITB47487K-NH**

County Wide Vehicle Bid for 2006 Models

FOR

GENERAL SERVICES DEPARTMENT

BID DUE TIME AND DATE: 11:00 A.M., November 14, 2005
PURCHASING CONTACT: NANCY HARRISON at (404) 730-4201
E-MAIL: Nancy.Harrison@co.fulton.ga.us

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

TABLE OF CONTENTS
BID DOCUMENTS AND REQUIREMENTS

Table of Contents

Invitation to Bid

- Purpose
- Description of Project
- Scope of Work Summary
- Term of Contract
- No Contact Provision
- Bid Contact
- Award

Section 1

Instructions to Bidders

- Contract Documents
- Definitions
- Addenda and Interpretations
- Site Examination
- Bid
- Right to Reject Bids
- Applicable Laws
- Examination of Contract Documents
- Termination
- Indemnification and Hold Harmless Agreement
- Determination of Successful Bidder
- Employment of Labor
- Notice of Award of Contract
- Execution of Contract Documents
- Joint Venture
- Contractors Compliance with Procurement
- Minimum Participation Requirement (Prime Contractor)
- Wage Clause
- Purchasing Bid Requirements

Section 2

Bid Form

Section 3

Purchasing Forms & Instructions

- 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 - Contractors License Certification
- Form E - Certification regarding Debarment
- Form F - Corporate Certification

BID DOCUMENTS AND REQUIREMENTS

Section 4

Contract Compliance Requirements

Non-Discrimination in Contracting and Procurement

Required Forms and EBO Plan

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 Subcontracting Practices

Exhibit F – Joint Venture Disclosure Affidavit

Exhibit G – Prime Contractor/Subcontractor Utilization Report

Section 5

Technical Specifications

Section 6

Pricing Forms

INVITATION TO BID

COUNTY WIDE 2006 MODEL YEAR VEHICLE BID

Purpose:

Fulton County (County) is soliciting bids from qualified bidders to furnish 2006 model-year vehicles for County-wide use for the General Services Department.

Scope of Work Summary:

To provide 2006 model-year vehicles for the County wide use on a requested basis for various types and sizes of automobiles, station wagons, vans, pick-up trucks and utility vehicles.

Purchasing the Bid Document:

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

Term of Contract:

The term of the contract shall be for one (1) year with two (2) one (1) year renewal options subject to availability of funding, performance of the Contractor and approval of the Board of Commissioners (BOC).

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.

Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting Nancy Harrison, Assistant Purchasing Agent, Nancy.Harrison@co.fulton.ga.us, at (404) 730-4201, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department
Attn: Nancy Harrison, Assistant Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-4201
Fax: (404) 893-1744
Reference Bid #05ITB47487K-NH County Wide 2006 Model Year Vehicles

Basis of Award

The Contract, if awarded, will be awarded to a multiple vendors who are the lowest responsive and responsible bidders. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended.

The bidder shall list on a separate sheet of paper any variation from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions" and shall be attached to said bid.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the bid prices for the stated duration of the award.

The successful bidder will comply with all lawful agreement, if any, which the said successful bidder has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

Remarks or Exceptions:

SECTION 1

INSTRUCTIONS TO BIDDERS

A. **Contract Documents**

The Contract Documents include the Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents. The Contract Documents shall define and describe the complete work to which they relate.

- B. **Definitions:** 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.

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.

As Needed - Whenever needed as determined by staff.

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

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.

CA -Contract Administrator

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 .

Contract - all types of agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, and for the transfers of interest in real property.

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

Invoice - the document provided by vendors to the County as a demand for payment of goods or services provided under the provisions of a contract awarded by the County.

Monthly: The task will be performed once each month. If required more than once per month (but less frequently than every week) indicate number of times per month. (e.g. "2 x Monthly" or "2/Month" if task is to be done twice a month.

NA - Not Applicable

Notice To Proceed - a written notice to the Contractor to begin the actual contract work, stating, if applicable, the date on which the contract time begins.

Quarterly - The task will be performed once during every three-month period.

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.

Subcontractor – any person undertaking part of the work of a contract under the control of the principal contractor.

Substantial completion - the date when construction is sufficiently complete, in accordance with the contract documents, so the County can occupy or utilize the work or designated portion thereof for the use for which it is intended.

Surety - the corporation, partnership, or individual licensed and authorized to do business in the state of Georgia, other than the contractor, executing payment, performance or bid bonds to be furnished to the County by the contractor.

Weekly - The task will be performed once each week. If required more than one time per week (but less than daily) indicate number of times. (e.g. "2 x Weekly" or "2/Week" if task is to be done twice a week. If task will be done on specific day(s) of week, this will be detailed in the final work schedule as agreed with the Contract Administrator.

Yearly - The task is to be performed once during the contract year at time to be agreed with by the Contract Administrator. ("2 x Yearly" would mean semi-annually. "3/Year" would mean every four months.)

- C. **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.**

- D. **Addenda and Interpretations:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Nancy Harrison, Assistant Purchasing Agent no later than 2:00 PM October 31, 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. Telephone inquiries will not be accepted.

Nancy Harrison, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1744
Nancy.Harrison@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.

- E. **Site Examination:** There will be no site visit for this project. However, bidders are encouraged to visit the route of the reuse main per the design drawings on their own.

Bid: 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 ITB- **COUNTY WIDE 2006 MODEL YEAR VEHICLES BID.**"

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Bid Schedule
3. Certification of Acceptance of Bid/Proposal Requirements
4. Corporate or Partnership Certificate
5. Non-Collusion Affidavit of Prime Bidder
6. Non-Collusion Affidavit of Subcontractor
7. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. 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 stated time and date (section 00020). If a bid is sent by

U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside "County Wide 2006 Vehicle Bid Number 05ITB47487K-NH.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- L. **Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to provide 2006 model-year vehicles for County wide use on an as requested basis for various types and sizes of automobiles, station wagons, vans, pick-up trucks and utility vehicles.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has suitable financial means to meet obligations incidental to the work.
- 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

M. **Wage Clause:** Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

N. **Notice of Award of Contract:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. 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 Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

O. **Joint Venture** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint

venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

- P. **Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS

COUNTY WIDE 2006 MODEL YEAR VEHICLES BID

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 three (3) 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”.

END OF SECTION NO. 1

SECTION 2

BID FORM

COUNTY WIDE 2006 MODEL YEAR VEHICLES BID

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 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 construction of 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 IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

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 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 _____

SECTION 3

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 ITB, 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: Contractor License Certification (*not applicable*)
- Form E: Certification Regarding Debarment
- Form F: Corporate Certification

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

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

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

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

FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(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 Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Form D

CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name:

_____ **N/A** _____

Utility Contractor's Name:

_____ **N/A** _____

Expiration Date of License:

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

Form E

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.
- (1) 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 subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Form F

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 G

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: _____

END OF SECTION 3

SECTION 4

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: \$ _____ PERCENTAGEVALUE: _____ %

***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 Utilization: (\$)

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

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

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

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ (Signature) _____ (Printed Name)

END OF SECTION NO. 4

SECTION 5

TECHNICAL SPECIFICATIONS

COUNTY WIDE 2006 MODEL YEAR VEHICLES BID

1.0 GENERAL REQUIREMENTS FOR REQUIRED VEHICLES:

1.1 **APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS** -

The following documents, standards or specifications shall apply:

1.1.1. **COMPONENTS, ASSEMBLIES AND ACCESSORIES** - The vehicles shall have all of their components, assemblies and accessories installed and shall be delivered to the County, meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations; Federal Motor Vehicle Safety Standards; Federal Motor Carrier Safety Regulations and industry specifications, standards and regulations that are in effect on the date of manufacture. NOTE: All components, assemblies and accessories shall be factory installed, unless otherwise noted.

1.1.2. **CERTIFICATION** - It shall be the bidder's responsibility to submit with the bid all the certifications required under this specification, including non-discrimination requirements as stated in Section 13.0. Failure to comply with this provision may be cause for bid rejection.

2.2 **DESIGN**: All vehicles and allied equipment shall be new and in current production. All vehicles shall be complete and include accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. The vehicles and all allied equipment shall be designed to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "Heavy-Duty" as used to describe an item shall be defined to mean in excess of the usual quantity, quality, or capacity that is normally supplied with the standard production item.

2.3. **EXTERIOR AND INTERIOR SOUND LEVEL**: Vehicle shall comply with noise emission standards for Motor Carriers engaged in Interstate Commerce.

2.4 **COOLING SYSTEM**: The cooling system shall be of the heavy-duty, pressurized, liquid forced circulation type. Systems shall consist of all necessary components of such design and capacity to maintain the engine optimum safe temperature under all operating conditions without any loss of coolant. Optimum engine temperatures shall be maintained with the vehicle loaded and continuously operating at all drivable altitudes and grades in ambient temperature ranging from minus 30 to plus 120 degrees

Fahrenheit. Shall be thermostat controlled and suitable for operation with permanent type antifreeze solution. Easily accessible drain outlets shall be provided to allow complete cooling system drainage. Coolant recovery system is to be furnished.

- 2.5 EXHAUST SYSTEM:** Exhaust systems shall be the manufacturer's heaviest duty systems available for engine furnished. Systems shall be corrosion resistant, be securely fastened and routed to protect components from hazards, and shall comply with the requirements of Federal Motor Carrier Safety Regulations.
- 2.6 CONTROLS AND OPERATING MECHANISMS:** All controls, operating mechanism and instruments shall be located for left-hand drive. Controls shall be complete and conveniently accessible to the driver. Instruments and controls shall be clearly identified as to function.
- 2.7 GLASS:** Glass shall be tinted (unless otherwise specified) and shall conform to Federal Motor Carrier Regulations 393-60.
- 2.8 HEATER AND DEFROSTER:** Vehicles shall be equipped with liquid coolant heating systems with fresh air intakes. Discharge outlets to floor and defroster louvers shall be provided. Systems shall be equipped with multi-speed blowers.
- 2.9 MATERIALS:** Materials shall be new and of quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for intended service.
- 2.10 STANDARD EQUIPMENT:** The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features" at time of bid submittal.
- 2.11 WHEELS:** Manufacturer's recommended size and capacity for the vehicle offered. Rim contours and sizes shall conform to the current recommendations of the Tire and Rim Association, Inc.
- 2.12 TIRES:** All tires furnished shall be blackwall, tubeless type with standard highway tread design. Capacity to the maximum load imposed by the evenly and fully loaded vehicle. A spare tire and wheel, factory installed, shall be furnished. All tires must conform to current recommendations of the Tire and Rim Association, Inc.
- 2.13 TOOLS:** A factory installed jack and lug wrench must be provided for each vehicle.
- 2.14 TEST AND INSPECTIONS:** It shall be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process his own facility or any recognized independent laboratory acceptable to Fulton County.

Fulton County reserves the right to perform visual test, test drive or any of the test and inspection requirements needed to further determine compliance with this specification. This shall be performed and witnessed in the presence of County Officials at no extra cost. If required, the model shall be submitted within five (5) days from the date of notification.

Failure to comply with this provision may be cause for bid rejection.

- 2.15 QUALITY AND QUANTITY CONTROL:** A system of test and inspection shall be used to ensure receipt of the quality and quantity of vehicles supplied. Vehicles will be promptly inspected and any discrepancies from purchase order or vendor invoice will be reported to the Purchasing Department immediately.
- 2.16 PROTECTION:** The vendor shall assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless Fulton County and its duly authorized agents from suits of law or actions of any nature for, or on account of the use of any patented materials, equipment devices and/or processes.
- 2.17 MARKING:** All paperwork shall be identified with the Fulton County purchase order number.
- 2.18 SHIPPING:** The vendor shall follow delivery instructions as stated on the purchase order or contract. It shall be the vendor's responsibility to determine that the vehicles arrive at the destination in an undamaged condition ready for intended use.
- 2.19 DELIVERY SCHEDULE AND LIABILITY:** It shall be the vendor's responsibility to maintain delivery schedule as stated on bid. The County must be notified of any change at least ten (10) days prior to original delivery date. The vendor shall not, for any reason, delay delivery of items necessary to the upkeep of the County.

Fulton County reserves the right to enforce a Late Delivery Penalty to a delinquent vendor in the amount of one percent (1%) for each day of delay to a maximum of five percent (5%) of the total purchase order or contract amount beginning after a ten (10) day grace period following the originally anticipated delivery date.

The Supply, Maintenance & Transportation Division of the General Services Department must be contacted for instructions before delivery of the equipment. The telephone number is 404-730-6520 or 6519.

NOTE: Fulton County will purchase only current model vehicles either certified by the EPA as meeting at a minimum Low Emission Vehicle (LEV) Federal emission standards, or classified as Alternative Fuel Vehicles (AFV). The purchase of EPA Tier 2 vehicles will only be authorized if LEVs and AFVs are not available. At delivery, the invoice must state the type of fuel system (dedicated, bi-fuel, dual

fuel, etc.); the type of fuel (CNG, gasoline, diesel); and the EPA certified emission standard (LEV, ULEV, SULEV, ILEV, ZEV, or Tier 2 Bin number/standard). The County's present choices in order of priority of alternative fuel vehicles are: Dedicated, OEM, compressed natural gas (CNG), electric vehicles (EV), hybrid vehicles (HEV) or liquid propane gas (LPG). The County is also purchasing OEM, EPA-certified LEV, single fuel, unleaded gasoline or diesel vehicles.

2.20 DELIVERY DOCUMENTATION: The vendor shall provide the following documents at time of delivery.

- Manufacturer's line set ticket
- Delivery ticket
- Warranty Certificate
- Certificate of origin conveying the title of vehicle
- Completed tag application
- History sheet
- Original invoice (for LEV or alternative fuel vehicle, see invoicing item 2.19 above)

All certificates and tag applications must show the owner as "Fulton County". **DO NOT** complete the address section of these forms. They will be filled in by the Owner.

2.21 PRE-DELIVERY SERVICING AND ADJUSTMENT: The dealer shall not attach any identification, advertising or similar material to the vehicle. Prior to acceptance by the County, the dealer shall service and adjust each vehicle for operational use to include, as a minimum, the following:

1. Focusing of lights
2. Tuning of engine
3. Adjustment of accessories
4. Checking of electrical, braking and suspension system
5. Charging of battery
6. Front end or four-wheel alignment (as appropriate for the vehicle)
7. Inflation of tires
8. Balancing of all wheels, including the spare
9. Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient air temperature at the point of delivery.
10. Servicing of cooling system with permanent type anti-freeze and summer coolant for minus 20 degrees Fahrenheit protection.

2.22 WARRANTY: It shall be the vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the material(s) supplied.

The material(s) shall be guaranteed to be free of construction and workmanship defects for a minimum period of at least 36,000 miles or 36 months from date of acceptance. Any parts or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for its immediate replacement.

3.0 ADDITIONAL REQUIREMENTS

3.1 Bidders must submit a set of descriptive/technical literature with each copy of the bid, plainly marked with:

A - Company Name:

B - Group to which literature pertains for the item and components bid.

3.2 The bidder shall furnish satisfactory evidence of his ability to construct the equipment specified and/or shall state the location of the factory where the equipment is to be built. All equipment covered in this bid shall be domestically assembled.

3.3 List three (3) most recent fleet purchasers of ten (10) or more vehicles.

3.4 Bidder must furnish a copy of manufacturer's suggested preventive maintenance schedule for each vehicle at time of delivery.

3.5 Bidder must maintain within the Metro Atlanta area, adequate indoor heated facilities and personnel to perform warranty work. The bidder is also required to provide warranty services. For warranty service involving shop work, equipment will be delivered to and picked up from the bidder by Fulton County Central Maintenance Facility personnel. Proper insurance coverage shall be provided for equipment in bidder's possession. Service contractor's facility must be approved by Central Maintenance Facility.

Location of bidder's facility:

Bidder's telephone number: _____

Bidder's cell phone number: _____

Bidder's fax number: _____

Bidder's E-Mail Address: _____

Understand and Comply: Yes _____ No _____

3.6 Bidders located outside the Metro Atlanta limits must designate a local maintenance facility that is authorized to perform warranty services.

3.7 Bidder must be able to supply ninety percent (90%) of parts required to maintain the vehicles within twenty-four (24) hours and have access to the remaining ten percent (10%) within 72 hours.

- 3.8** Bidders will supply (after the award of bid but prior to the delivery of equipment) original manufacturer part crossover numbers for parts that are not manufactured by the equipment manufacturer.
- 3.9** Training Fulton County requires its personnel be highly knowledgeable of the equipment, parts and servicing of all the items in its motorized inventory. We therefore require that knowledgeable vendors provide continuing training. A minimum of eight training hours per year is normally required.

Types of training (Operating and Service) you will provide to the County.

Type of Training	Training Hours	Cost to County

- 3.10** For each type of unit provided, the successful bidder must provide two (2) commercial parts manuals, two (2) commercial shop repair manuals, two (2) sets of any and all published companion manuals (to include electrical trouble shooting manuals, wiring diagram manuals, emission diagnosis manuals and body collision repair manuals where applicable), one (1) operating manual, one (1) manufacturer's preventive maintenance schedule; one (1) cross reference index (showing manufacturer's parts number and supplier catalog number), and one (1) VHS video cassette on repair and maintenance.
- 3.11** Fulton County does not obligate itself to purchase any quantity whatsoever. Bidder agrees to sell to the County during the term of the contract at the unit price bid, regardless of actual quantity ordered.
- 3.12** If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the County and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven (7) days, if required.
- 3.13** All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within pricing summary of this Request for Bid.

3.14 The purchase of any item by the County as a result of this Invitation to Bid is not a judgment of one product against another. Consideration of application, need and price will constitute purchase determination.

4.0 ESTIMATED ORDER QUANTITIES FOR 2006

4.1 Gasoline and Diesel Powered Vehicles

VEHICLE TYPEESTIMATED ORDER QUANTITY

Automobiles	<u>91</u>
Pick-Up Trucks	<u>25</u>
Vans	<u>14</u>
Utility Vehicles	<u>6</u>
Full Size Cab & Chassis Trucks	<u>1</u>

42 Alternate Fuel Vehicles

VEHICLE TYPEESTIMATED ORDER QUANTITY

Automobiles	<u>5</u>
Pick-Up Trucks	<u>3</u>
Vans	<u>4</u>
Utility Vehicles	<u>0</u>
Full Size Cab & Chassis Trucks	<u>1</u>

5.0 BRAND NAME OR TRADE NAME INSTRUCTIONS

5.1 If items in this **Invitation to Bid** have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. All products may be considered for award if such products are clearly identified in the bids and are determined by Fulton County to meet its needs in all respects.

- 5.2 If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the County and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven (7) days, if required.
- 5.3 All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within pricing summary of this Request for Bid.
- 5.4 The purchase of any item by the County as a result of this Invitation to Bid is not a judgment of one product against another. Consideration of application, need and price will constitute purchase determination.
- 6.0 **EXTENDED SERVICE CONTRACT B** Extended warranty coverage is recommended for purchase with high mileage vehicles (vehicles driven more than 18,000 miles annually). Each Bidder shall provide a separately priced extended coverage contract for each vehicle offered.
- 6.1 Manufacturer's warranty shall be clearly stated, with extended warranty options for the total mileage/total age of the vehicle.
- 6.2 For each of these options, include extended warranty pricing for:
- 6.2.1 Bumper-to-Bumper coverage
- 6.2.2 Drive Train coverage
- 6.2.3 Any other options offered

7.0 INVOICING

Invoices submitted against the contract must include the following detailed information.

1. Purchase order number.
2. Date of service.
3. Invoice number.
4. Physical address of facility work was performed at.
5. Company name, address and phone number.
6. All costs for labor and equipment individually listed with the total at the bottom.
7. Description of work performed.

Invoices will be returned unpaid to the vendor when one of the following conditions exists:

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

Unless the work has been completed, any invoice which attempts to change the terms of this contract is null and void and contractor shall be required to provide a proper invoice to Fulton County prior to payment.

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

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

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

8.0 THE USE OF SUBCONTRACTORS

The successful bidder(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors.

The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the

Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the subcontractor's work and shall be performed by contractor working directly for the County.

9.0 BID EVALUATION

Fulton County will consider the following criteria, where applicable, in determining the low total net bid responsible vendor for contract award:

1. Item pricing.
2. Ability of the vendor to meet response schedules in the time specified.
3. Compliance with all other terms and conditions required in this specification.

10.0 REFERENCES

Bidder(s) shall submit with bid a minimum of three (3) references (business associates) of directly related experience. The references must contain the following information:

1. Company name
2. Contact person
3. Address
4. Telephone & Fax numbers
5. Brief description project

11.0 BUSINESS LICENSE

Bidder(s) shall submit with quote a current business license.

12.0 BIDDER QUALIFICATIONS

The special nature of the work environment and the services to be performed requires a contractor with specific experience in this type of service. The bidder must have a minimum of five (5) years experience doing this type of work. Selected bidder must obtain any and all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

13.0 BID SUBMITTAL REQUIREMENTS

The following information shall be submitted along with bid. Insufficient information on any of these items may lead to disqualification of the bidder.

1. Three (3) references in support of the qualification and experience
2. Copy of current business license
3. Bidder(s) shall submit an original and two (2) copy of bid package.

END OF SPECIFICATION

REMARKS OR EXCEPTIONS:

END OF SECTION NO. 5

SECTION 6 PRICING FORMS

Automobiles and Station Wagons - 2006 Models

Automobiles, Vans, Pick-ups and Utility Vehicles

BIDDER: _____ MANUFACTURER _____

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR FULL SIZE SPARE TIRE	ADD FOR HD ALTERNATOR	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE F.O.B. DESTINATION \$
			CID/LIT	HP							
COMPACT CERTIFIED LEV	4-DOOR SEDAN, 4 CYL										(08a)
COMPACT CNG ***	4-DOOR SEDAN, 4 CYL										(08b)
COMPACT HYBRID****	4-DOOR SEDAN, 3/4 CYL										(08C)
MID-SIZE (5 OR 6 PASSENGER), CERTIFIED LEV	4-DOOR SEDAN, 6 CYL 3.0 L MIN.,										(08D)
MID-SIZE (5 OR 6 PASSENGER), HYBRID****	4-DOOR SEDAN, 6 CYL 3.0 L MIN.,										(08E)
LARGE CERTIFIED LEV	4-DOOR SEDAN, 8 CYL 4.6 L MIN.										(08F)
MID-SIZE (6 passenger) Certified LEV	4-DOOR STATION WAGON, 6 CYL (3.0 L min.)										(08G)

All of the above vehicles are to have the following equipment::

Automatic Transmission	Rear Window Defogger	Seats, Front Bucket or Split Bench	4 Speed W/ Overdrive	Tinted Glass
Cruise Control	Power Brake	AM/FM Stereo Radio	Factory Installed Color Keyed Carpet	
Power Steering	Mirrors, Left & Right	Color Keyed Floor Mats	Air Conditioning	
Spare Tire and Wheel	CNG Vehicles - must Have Largest OEM Fuel Capacity Available			

CNG (compressed natural gas) or *HYBRID vehicles (Hybrid Gasoline engine and Electric battery) must be, at a minimum, EPA certified, LEV (low emission vehicle) certified, OEM dedicated vehicles. See item 2.19 about new invoice requirement on alternative fuel and low emission vehicles.

PICK-UP TRUCKS WITH AUTOMATIC TRANSMISSION - 2006 MODELS

AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: _____ MANUFACTURER _____

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR HD ALTERNATOR	ADD FOR EXTENDED CAB	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE F.O.B. DESTINATION \$
			CID/LIT	HP							
Small Certified LEV	2WD, SWB, 1200 Payload, 6 Cyl.										(9a)
Small Certified LEV	4WD, LWB, 1400 Payload, 6 Cyl.										(9b)
Small Electric Vehicle	2WD, SWB, 700 Payload, 90 HP										(9c)
Standard, Full Size Certified LEV	2WD, SWB, 1200 Lb. Payload, 6 Cyl										(9d)
Standard, Full Size Certified LEV	2WD, LWB, 2000 Lb. Payload, 8 Cyl. Min 5.4 L										(9e)
Standard, Full Size CNG***	2WD, LWB, 2650 Lb. Payload, 8 Cyl Min 5.4 L w/ Midship Underbody Tank										(9f)
Standard, Full Size Certified LEV	2WD, LWB, 2600 Lb. Payload, 8 Cyl, Min 5.4 L										(9g)
Standard, Full Size Certified LEV	2WD, LWB, 4100 Lb. Payload, 8 Cyl, Min 5.4 L										(9h)
Standard Certified LEV	4WD, LWB, 1400 Lb. Payload, 8 Cyl										(9i)
Standard, Full Size Certified LEV	4WD, LWB, 1600 Lb. Payload, 8 Cyl, Min 5.4 L										(9j)
Standard, Full Size Certified LEV	4WD, LWB, 2600 Lb. Payload, 8 Cyl, Min 5.4 L										(9k)
Standard, Full Size Propane***	4WD, LWB, 2600 Lb. Payload, 8 Cyl, Min 5.4 L										(9l)
Standard, Full Size Certified LEV	4wd, LWB, 3900 Lb. Payload, 8 Cyl Min 5.4 L										(9m)

All above vehicles to have the following equipment:

Automatic Transmission, 4 Speed W/ Overdrive Rear Window Defogger Spare - Full Size Spare Tire and Wheel Heavy Duty Plastic Bed Liner

Power Steering (Standard) Tinted Glass Vinyl Floor Covering All Terrain Tires (4WD Only) Power Brakes (Standard) AM-FM Stereo Radio Mirrors, Left & Right Air Conditioning

CNG Vehicles must Have Largest O.E.M. Fuel Capacity Available Bench Seats (Extended Cab Option Requires 3rd Door and Bench Seat in Standard Trucks and Flip Seats in Compacts)

(Note inclusion of heavy-duty bed-liner as standard equipment for all pickup trucks.)

SWB - Short Wheelbase With Short Cargo Box LWB - Long Wheelbase with Long Cargo Box

***CNG (compressed natural gas) or LPG (Liquid Propane Gas) alternative fueled vehicles must be, at a minimum, EPA certified, LEV (low emission vehicle) certified, OEM dedicated vehicles. See item 2.19 about new invoice requirement on alternative fuel and low emission vehicles.

PICK UP TRUCKS AND FULL-SIZE CAB AND CHASSIS TRUCKS - 2006 MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: _____ MANUFACTURER: _____

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR FULL SIZE SPARE TIRE	ADD FOR HD ALTERNATOR	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP							
STANDARD, FULL SIZE Certified LEV	CREW CAB 2WD, LWB, 4520 LB. PAYLOAD, 8 CYL., 6.0 L DIESEL SINGLE REAR WHEEL										(10a)
STANDARD, FULL SIZE Certified LEV	CREW CAB 2WD, LWB, 5360 LB. PAYLOAD, 8 CYL., 6.0 L DIESEL DUAL REAR WHEEL										(10b)
SPECIALTY CAB AND CHASSIS Certified LEV	2WD, 141" WHEELBASE CAB AND CHASSIS W/ 60" CA, DUAL REAR WHEELS, 9030LB PAYLOAD AND 15,000 GVWR, 8 CYL., 7.3 L DIESEL MINIMUM										(10c)
SPECIALTY CAB AND CHASSIS Certified LEV	2WD, 141" WHEELBASE CAB AND CHASSIS W/ 60" CA, DUAL REAR WHEELS, 11,420 LB PAYLOAD AND 17,500 GVWR, 8 CYL., 7.3 L DIESEL MINIMUM										(10d)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:											
POWER STEERING	TRAILER TOWING PACKAGE	MANUAL TRAILER TOW 6" X 9"	FACTORY INSTALLED COLOR KEYED CARPET								
POWER BRAKES		SEATS-FRONT HD VINYL FULLBENCH	AIR CONDITIONING, FRONT	COLOR KEYED FLOOR MATS							
TINTED GLASS	ALL TERRAIN TIRES (4WD ONLY)	AM/FM STEREO RADIO	36 GALLON AFT AXLE FUEL TANK	HEAVY DUTY PLASTIC BED LINER*							
FULL SIZE SPARE TIRE AND WHEEL MOUNTED - ALL TIRES TO BE 225/70R X 19.5 F BSW ALL SEASON											
AUTOMATIC TRANSMISSION W/ 4 SPEED TRANSMISSION POWER TAKE-OFF (PTO) PROVISION											
(Note inclusion of heavy-duty bed-liner as standard equipment for all pickup trucks.)											

VANS, PASSENGER - 2006 MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: _____ MANUFACTURER: _____

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR FULL SIZE SPARE TIRE	SIZE OF ALTERNATOR	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP							
MINI-VANS Certified LEV	7 PASSENGER, 6 CYL., MIN 3.8 L										(11a)
STANDARD CNG***	8 PASSENGER, LWB, MIN 5.2 L, 7,700 LB. GVW										(11b)
STANDARD Certified LEV	12 PASSENGER, LWB, 8 CYL. MINIMUM 5.4L										(11c)
STANDARD, CNG***	12 PASSENGER, 8 CYL MINIMUM 5.4L										(11d)
STANDARD, CNG***	15 PASSENGER, 8 CYL MINIMUM 5.4L										(11e)
STANDARD Certified LEV	15 PASSENGER, LWB, 8 CYL MINIMUM 5.4L										(11f)
STANDARD Certified LEV	15 PASSENGER, LWB, 8 CYL MINIMUM 6.0L, DIESEL ENGINE										(11g)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:		
AUTOMATIC TRANSMISSION, 4 SPEED W/ OVERDRIVE POWER BRAKES POWER STEERING ALTERNATOR, HEAVIEST DUTY AVAILABLE MIRRORS-LH & RH (MINI-VAN ONLY) MIRRORS-LH & RH, LOW MOUNT, FACTORY OR DEALER INSTALLED (STANDARD ONLY) 6"X9" (APPROX) DEALER INSTALLED (STANDARD ONLY)	AIR CONDITIONING AND HEAT, FRONT & REAR ALL GLASS TINTED, INCLUDING REAR WINDOWS FULL LENGTH HEADLINER FLOOR COVERING, FULL-LENGTH CARPET SPARE TIRE AND WHEEL MOUNTED (UNDERBODY TIRE CARRIER REQUIRED FOR MINI-VAN)	SIDE WINDOWS, FULL LENGTH RADIO, AM/FM STEREO REAR WINDOW DEFOGGER
UPHOLSTERY, VINYL, FULL-LENGTH TRIM PANELS FOR WALLS AND DOORS HANDLING PACKAGE TO INCLUDE FRONT STABILIZER BAR AND FRONT AND REAR HEAVY DUTY SHOCK ABSORBERS CNG VEHICLES MUST HAVE LARGEST O.E.M. FUEL CAPACITY AVAILABLE		
LWB - LONG WHEELBASE		

VANS, CARGO - 2006 MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: _____ MANUFACTURER: _____

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR FULL SIZE SPARE TIRE	SIZE OF ALTERNATOR	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP							
MINI-VAN Certified LEV	1700 LB. PAYLOAD, 6 CYL, FWD										(12a)
STANDARD Certified LEV	2000 LB. PAYLOAD, SWB, 8 CYL, RWD										(12b)
STANDARD Certified LEV	1950 LB. PAYLOAD, LWB, 8 CYL MINIMUM 5.4L, 6,600 LB. GVWR MIN.										(12c)
STANDARD, CNG***	2165 LB. PAYLOAD, LWB, 8 CYL MINIMUM 5.4L, 7,200 LB. GVWR MIN.										(12d)
STANDARD Certified LEV	3,000 LB. PAYLOAD, LWB, 8 CYL MINIMUM 5.4L, 8,600 GVWR LB. MIN.										(12e)
STANDARD Certified LEV	4160 LB. PAYLOAD, LWB, 8 CYL MINIMUM 5.4L, 9,500 LB. GVWR MIN.										(12f)
STANDARD, CNG***	4160 LB. PAYLOAD, LWB, 8CYL MINIMUM 5.4L, 9,500 LB. GVWR MIN.										(12g)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:		
AUTOMATIC TRANSMISSION 4 SPEED W/ OVERDRIVE POWER STEERING POWER BRAKES AIR CONDITIONING AND HEAT, MIRRORS-LH & RH, LOW MOUNT, FACTORY OR DEALER INSTALLED (APPROX 6" X 9") ALTERNATOR, HEAVIEST DUTY AVAILABLE HANDLING PACKAGE TO INCLUDE FRONT STABILIZER BAR AND FRONT AND REAR HEAVY DUTY SHOCK ABSORBERS (HANDLING PACKAGE WILL NOT BE REQUIRED ON MINI-VAN) CNG VEHICLES MUST HAVE LARGEST O.E.M. FUEL CAPACITY AVAILABLE	RADIO, AM/FM STEREO WINDOWS IN SIDE AND REAR DOORS REAR WINDOW DEFOGGER FRONTALL GLASS TINTED	HEADLINER - FULL LENGTH FLOOR COVERING, FULL-LENGTH VINYL UPHOLSTERY, VINYL, FULL-LENGTH TRIM PANELS FOR DOORS FULL SIZE SPARE TIRE AND WHEEL MOUNTED UNDERBODY TIRE CARRIER REQUIRED FOR MINI-VAN
RWD - REAR WHEEL DRIVE	LWB - LONG WHEELBASE	SWB - SHORT WHEELBASE
***CNG (compressed natural gas) or LPG (Liquid Propane Gas) alternative fueled vehicles must be, at a minimum, EPA certified, LEV (low emission vehicle) certified, OEM dedicated vehicles. See item 2.19 about new invoice requirement on alternative fuel and low emission vehicles.		

SMALL/MID-SIZE UTILITY VEHICLES - 2006 MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: _____

MANUFACTURER: _____

EPA CLASS	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR REAR WIN DEFOGGER	ADD FOR HD ALTERNATOR	ADD FOR TOWING PACKAGE	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP								
SPECIALTY Certified LEV	2WD, 2-Door, Minimum 100" Wheelbase, 6-Cylinder, 4.0 Liter Minimum											(13a)
SPECIALTY Certified LEV	4WD, 2-Door, Minimum 100" Wheelbase, 6 Cyl, 4.0 L Min.											(13b)
SPECIALTY Certified LEV	2WD, 4-Door, Minimum 107" Wheelbase, 6 Cyl, 4.0 L Min.											(13c)
SPECIALTY Certified LEV	2WD, 4-Door, Minimum 107" Wheelbase, 8 Cyl, 4.6 L Min.											(13d)
SPECIALTY HYBRID****	4WD, 4-Door, Minimum 107" Wheelbase, 6 Cyl, 4.0 L Min.											(13E)
SPECIALTY Certified LEV	4WD, 4-Door, Minimum 107" Wheelbase, 6 Cyl, 4.0 L Min.											(13F)
SPECIALTY Certified LEV	4WD, 4-Door, Minimum 107" Wheelbase, 8 Cyl, 4.6 L Min.											(13G)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:												
POWER STEERING	AUTOMATIC TRANSMISSION,	4 SPEED W/ OVERDRIVE	AM/FM STEREO RADIO	MIRRORS, LH & RH								
POWER BRAKES	AIR CONDITIONING	SEATS-FRONT BUCKET OR SPLIT BENCH	ALL TERRAIN TIRES (4WD ONLY)									
TINTED GLASS	CRUISE CONTROL	FULL SIZE SPARE TIRE AND WHEEL MOUNTED										
COLOR KEYED CARPET AND FACTORY INSTALLED COLOR KEYED FLOOR MATS												
**** HYBRID VEHICLE (Hybrid Gasoline engine and Electric battery) must be certified low emission vehicle complied with EPA Tier 2 standards.												

FULL-SIZE UTILITY VEHICLES - 2006 MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: _____ MANUFACTURER: _____

EPA CLASS	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE BELOW		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR REAR DEFOGGER	ADD FOR HD ALTERNATOR	ADD FOR TOWING PACKAGE	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP								
SPECIALTY Certified LEV	2WD, 4-door, Min. 116" Wheelbase, 8 Cyl. 6,500 Lb. GVWR Min., 5.3 L. Min.											(14a)
SPECIALTY Certified LEV	4WD, 4-door, Min. 116" Wheelbase, 8 Cyl. 6,500 Lb. GVWR Min., 5.3 L. Min.											(14b)
SPECIALTY Certified LEV	2WD, 4-Door, Min.130" Wheelbase, 8 Cyl., 8,600 Lb. GVWR Min., 6.0 L. Min											(14c)
SPECIALTY Certified LEV	4WD, 4-Door, Minimum 130" Wheelbase, 10 Cyl., 8,600 Lb. GVWR Min., 6.8 L. Min											(14d)
SPECIALTY Certified LEV	4WD, 4-Door, Minimum 130" Wheelbase, 8-Cyl., 8,600 Lb. GVWR Min., 7.3 L. Min. Diesel											(14e)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:

POWER BRAKES	SEATS-FRONT BUCKET OR SPLIT BENCH	ALL TERRAIN TIRES (4WD ONLY)	MIRRORS, LH & RH, LOWMOUNT,	FACTORY INSTALLED 6" X 9" (STD ONLY)
POWER STEERING	AUTOMATIC TRANSMISSION, 4 SPEED W/ OVERDRIVE	AM/FM STEREO RADIO	FULL SIZE SPARE TIRE AND WHEEL MOUNTED	
TINTED GLASS	COLOR KEYED CARPET AND FACTORY INSTALLED	COLOR KEYED FLOOR MATS		
CRUISE CONTROL				
AIR CONDITIONING, FRONT AND REAR WHERE AVAILABLE (4-DOOR ONLY)				

15. Towing Hitches

Towing Hitches			
Class	Design Limits	Appropriate for following Vehicles	Additional Cost

16. Other Options

Item	Manufacturer	Model #	Unit Price
Tool Box			
Utility Body			
Amber Light Bar			
Attach literature on each option			