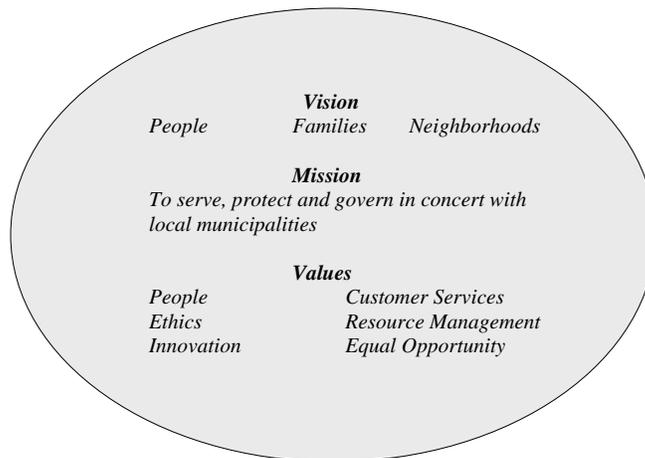




FULTON COUNTY



REQUEST FOR INVITATION TO BID NO.: **08ITB58987YB-TR**

WIRELESS COMMUNICATIONS SERVICES

For

INFORMATION TECHNOLOGY DEPARTMENT

BID DUE DATE AND TIME: **Tuesday, January 15, 2008 11:00 A.M.**

BID ISSUANCE DATE: **Tuesday, December 4, 2007**

PRE BID CONFERENCE: **Tuesday, December 18, 2007 at 10:00 A.M.**

PURCHASING CONTACT: **Terrence Reese @ (404) 730 - 4215**

E-MAIL: terrence.reese@fultoncountyga.gov

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

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INVITATION TO BID
08ITB58987YB-TR Wireless Communications Services
FULTON COUNTY GOVERNMENT

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for **08ITB58987YB-TR Wireless Communications Services**.

1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.fultoncountyga.gov> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work:** *Wireless Communications Services, Equipment, Network and support*. The detailed scope of work and technical specifications are outlined in Section 7 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting [Terrence Reese, Assistant Purchasing Agent](#) at (404) 730-4215 or e-mail terrence.reese@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Department of Purchasing and Contract Compliance
Attn: [Terrence Reese](#)
[130 Peachtree Street, S.W. Suite 1168](#)
[Atlanta, GA 30303](#)
Phone: (404) 730-4201
Fax: (404) 893-1739
Reference Bid #: [08ITB58987YB-TR](#)

2. PRE-BID CONFERENCE

A pre-bid conference will be held on [Tuesday, December 18, 2007 at 10:00 A.M.](#) in the Fulton County Department of Purchasing and Contract Compliance Bid Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. [Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.](#) Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide and initial verbal, non-binding verbal response to questions concerning this bid specification and to discuss issues from the bidders' perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications will be official.

3. **SITE VISIT:** There will be no site visit for this project.

4. **PREPARATION AND SUBMISSION OF BIDS**

Bid forms must be filed in accordance with the following instructions:

a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

b. Bids must be sealed and clearly marked identifying the following information:

1. Bidder's Name/Company Name and Address.
2. Bids shall be addressed to:

Department of Purchasing and Contract Compliance
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459

RE: 08ITB58987YB-TR Wireless Communications Services

5. **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.**

6. **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 [Terrence Reese, Assistant Purchasing Agent](#) no later than 2:00 P.M., [Tuesday, January 08, 2008](#). The County will not respond to any requests oral or written received after this date. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

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.

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

1. Bid Form
2. Bid Schedule *(if applicable)*
3. Bid Bond *(if applicable)*
4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate *(if applicable)*
6. Non-Collusion Affidavit of Prime Bidder
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 and Contract Compliance 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 Department of Purchasing and Contract Compliance. 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.

8. **TERM OF CONTRACT:**

The initial term of the contract shall be for a one (1) year term, with two (2) one (1) year renewal options. The contract shall commence in 2008 for twelve (12) consecutive months' thereafter. At the sole discretion of the County and upon approval by the Fulton County Board of Commissioners, the agreement may be renewed for up to two (2) additional one (1) year periods with the same terms and conditions with successful performance and available funding.

9. 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.

10. BID AND CONTRACT SECURITY: (Not required for this project)

11. 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.

12. 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.

13. 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.

14. **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.
15. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The bidder is required to sign the document and include it with its bid submission.
16. **WAGE CLAUSE:** Pursuant to Fulton County Code section 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.
17. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
18. **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 carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) 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.

19. **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 User Department unless earlier terminated pursuant to the termination provisions of the contract.

20. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. 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.

21. **EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- 22. 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 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.
- 23. 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.
- 24. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

FULTON COUNTY PURCHASING DEPARTMENT**BID GENERAL REQUIREMENTS**

08ITB58987YB-TR Wireless Communications Services

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. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract
Compliance
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 be 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”.

Required Bid Submittal Check Sheet for Invitation to Bid (ITB)

Item #	Required Bid Submittal Check Sheet	Check (√) (if applicable)	Check (√) (completed)
1) Bid marked " Original ", five (5) copies		
2	Bid Form – submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.		
3	Bid Breakdown Form		
4	Acknowledgement of each Addendum		
5	Bid Bond (separate envelope if Public Works Construction project)		
6	Purchasing Forms: Form A - Non-Collusion Affidavit of Prime Bidder/Offer or Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Georgia Utility Contractor License (If required) Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H – Georgia Security and Immigration Subcontractor Affidavit		
7	Office of Contract Compliance Requirements: Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)		
8	Risk Management Insurance Provisions Form		
9	Project References		
10	<u>Any additional requirements that the User Department would like to include should be added to this check sheet.</u>		
11			
12			
13			
14			

SECTION 2**BID FORM**

Wireless Communications Services

Submitted _____, 2008.

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

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

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the 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.

BASE BID AMOUNT (Do not include any Bid Alternates) Refer to **SECTION 11. Pricing Forms**. This amount is the Total Price for the first year to include all equipment, supplies, licensing, network access, and support as covered in Section 11.A-C. Total Bid Price for First Year for Wireless Communications Services.

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

Enclosed is a Bid Bond in the approved form, in the sum of: _____ Dollars

(\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name

Address

END OF SECTION 2

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Contractor's Georgia Utility License Certification **(if applicable)**
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Declaration of Employee-Number Categories
- Form G: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form H: Georgia Security and Immigration Subcontractor Affidavit

[If applicable, insert any additional forms required by your project]

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 _____, 2008.

(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: 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 C: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

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 D: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

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.

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 _____, 2008

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Under penalty of perjury, I declare that I have examined this questionnaire 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 _____, 2008

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2008

(Notary Public) (Seal)

Commission Expires: _____
(Date)

FORM F: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your company:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Company Name: _____

I certify that the above classification is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 500 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A./ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2008

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2008

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 4

BID BOND REQUIREMENTS
(Not required for this project)

SECTION 5

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.

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**IFB No.:** _____**Project Name:** _____

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

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (if applicable): _____**OFFICE ADDRESS:** _____**PRINCIPAL OFFICE:** _____**OFFICE PHONE:** _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

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

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

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

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

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

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

We do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that we are authorized, on behalf of the above firms, to make this affidavit and grant the above privilege.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 2008, 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. 5

SECTION 6**INSURANCE AND RISK MANAGEMENT PROVISIONS**

This section should contain the appropriate insurance information, forms and requirements for this project.

Insurance and Risk Management Provisions

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

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

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**a. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY
(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	by Accident	- Each Accident	\$500,000
Employer's Liability Insurance	by Disease	- Policy Limit	\$500,000
(Aggregate)	by Disease	- Each Employee	\$500,000

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

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

**c. BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles)**

**d. ELECTRONIC DATA PROCESSING LIABILITY
(Required if computer contractor) Limits - \$1,000,000**

- e. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - \$2,000,000
- f. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
(Required if respondent providing bid/quotation for professional services).
- g. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - \$ 100,000
- h. **BUILDERS RISK: *If the bid/quotation involves construction-related services the respondent will provide*** "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

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

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

USE OF PREMISES

Contractor shall confine its apparatus; the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any

actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

Fulton County acknowledges that all provisions of this indemnity agreement may not be applicable to the contractor/vendor's business. To the extent that contractor/vendor may demonstrate such no applicability, Fulton County may negotiate amendments to this agreement as the circumstances dictate.

Contractor/vendor acknowledges having read, understanding, and agreeing to comply with this indemnification and hold harmless agreement, and the representative of the contractor/vendor identified below is authorized to sign contracts on behalf of the responding contractor/vendor.

Company: _____ Signature: _____

Name: _____ Title: _____ Date: _____

SECTION 7

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. **Wireless Communications Services– General.**

Fulton County is seeking to obtain Wireless Communications Services to include equipment, supplies, network, and support for wireless voice and data requirements. Given the critical nature of these services, it is imperative that the Bidder ensures limited interruptions in services, even during the conversion from the current providers.

The following summarizes the scope of this ITB and explains the system components and services that must be included in the Bid, as well as components, software, or services that should be excluded.

The scope of this procurement includes the provision, maintenance and monitoring of a non-proprietary communications infrastructure, composed of the following major components:

Cellular Network Direct Access— Direct Access to the Public Switched Telephone Network (PSTN) and Internet (for data) via Cellular Network.

Equipment compatible with network as required of equal to or superior type and model as is currently in place is mandatory— Including all wireless telephone sets and Blackberry units currently in use.

Wireless Broadband Modems compatible with network as required of equal to or superior type and model is mandatory— Includes all devices currently in use.

Licensing - As required for data and voice management systems, services, and/or applications.

Account Administration and Technical Support— Dedicated account team to provide direct support of account and coordinate delivery, administration, and support of devices, supplies, accessories, and applications.

On the Cutover date, as determined in an agreement for service, the selected Bidder will begin Service Level Monitoring; begin transition to the new Wireless Communications Service; and will be fully responsible for the delivery of products and services.

This section provides a list of some key features, basic functions, components and minimum specifications for services and quantities necessary to address the basic requirements of the ITB.

2. **Term of Award.**

The intent of this solicitation is to obtain Wireless Communications Services, to include equipment, network access, and necessary support associated with this service for a period of three (3) years. The contract resulting from award of this solicitation will be for a period of twelve (12) months from date of signed agreement by both parties and include two (2) additional options for renewal with successful performance and available funding.

3. Transition Plans – Functional Requirements

The Bidder is required to limit interruptions in services during conversion from the current providers (to the minimum period necessary to convert equipment and network access per user); this includes **ALL** Services for the **FULL** Transition Period.

4. Current Environment

The County currently has 631 mobile telephones (cell phones), 461 Research in Motion (RIM) Blackberry devices, and 12 wireless modems. All Blackberry devices are connected to the County's Enterprise E-Mail Platform (Microsoft Outlook®) via Blackberry Enterprise Server, as licensed by RIM. **A detailed inventory of the current complement of wireless devices (including manufacturer and model) is provided in Section 11. Pricing Forms. Item B. Licensing, Support, Equipment, and Supplies.**

A. Current Usage and Call Patterns.

1. **Shared minutes- cellular.** Under the existing agreement with the current service provider the County is under a shared plan comprising 240,000 minutes per month covering approximately 95 percent of the wireless equipment inventory.
2. **High Volume Single User Plans.** The remaining units are covered by single unit High Volume Plans (at varying volume of air time based on experience of demand) to address the individual operational requirements of each and lower the cost of service for that user.
3. **Mobile-to-Mobile Calls.** At least twenty-five (25) percent of all calls made by County wireless devices are internal (calls to other County wireless users).

5. Desired Environment

Fulton County, through this ITB seeks to acquire wireless services which provide the ability to accommodate the majority of its wireless devices with a shared plan of minutes, but allows for the flexibility to allocate certain units sufficient level of minutes to address their business driven requirements. The County seeks to obtain the ability to leverage the current investment in wireless devices to enable employees to communicate (wireless to wireless) to increase productivity while reducing the cost of wireless service. The County seeks to obtain the ability to refresh the level of technology as significant changes occur in the industry. The County also seeks a dedicated account team to assist in managing the account; review usage, provide guidance on plan modification for expense management and to provide technical support on devices and services.

The award resulting from this solicitation must provide effective support of all wireless devices affected by the agreement; an effective cost model of service, and enable a smooth transition to the new system. Under this ITB, the selected Bidder will maintain the proposed infrastructure and ensure that facilities are available to deliver the required services to all users 24 hours a day, 365 days a year.

6. Scope of Work (SOW) - Wireless Communications Services

A. Functional Requirements

(Answer the questions in detail - Mandatory).

This section provides a list of some key features, basic functions, components and minimum specifications for services, and features necessary to address the basic requirements of the ITB.

Provide responses to all items as either YES or NO indicating your ability to support, provide, and/or address the requirement. Also, bidders **must provide** detailed component information (description, or method of provisioning, or attached documentation) to verify that the category is addressed successfully.

Check marks, Answers of YES, without providing the requested identifying substantiating information addressing the item, or leaving an item blank, will be considered as non-compliant in meeting the minimum requirements of the specifications category. Failure to comply with this prerequisite will result in the response being considered as non-responsive and the respondent's bid will be disqualified.

The Bidder will provide Wireless Communications Services, consisting of cellular telephone service, mobile E-Mail (RIM Blackberry devices), wireless broadband modems, technical and administrative support for the services. The Wireless Communications network, all appropriate connecting equipment, supplies, services, and any other hardware and software required for provisioning the service, here after referred to as "Wireless Communications Services", including but not limited to design, installation, provisioning, all monitoring, maintenance and problem resolution for the complete Wireless Communications Services.

The selected Vendor will assume implementation and support responsibility for all existing equipment and associated service. Additionally, the selected Vendor will perform the all Services described in this ITB and satisfy Fulton County's business and operational requirements as they evolve.

1. Electronic Billing Requirement.

The selected Vendor **must** provide electronic billing according to TCIF EDI Billing Guidelines for ANSI ASC X12 Version 4010 EDI invoicing, including but not limited to 811 level nine calls and USOC level detail. Billing must contain as much or more detail than paper invoicing and be accurate and reliable for auditing back to contractual rates and terms.

- a. Will you comply and support this requirement?

Yes ___ or No ___

- b. Detail how this will be provided:

- c. Document your **billing reconciliation** methods and processes:

- d. Describe the **procedures for handling questions** concerning bills and resolving them, to include verification, posting to account, effective date of credit, method of identifying credit, etc.

2. Wireless Services - Current Inventory of Devices

Fulton County currently provides wireless services to all county agencies. These services include the following:

- **Cellular Telephones:**
Quantity: 631
- **E-Mail- RIM Blackberry:**
Quantity: 461
- **Wireless Broadband Modems:**
Quantity: 12

3. Transition Plan to Bidder's Network and Service

The Bidder is required to limit interruptions in services during conversion from the current provider's network and equipment to the respondent's network.

- a. **Review of Plans.** Upon completion of signed agreement, successful bidder's Account Team will review the County's inventory of equipment, plans, and history of usage of services, and present recommendation for review by County Wireless Service Contract Administration Staff for review for appropriate application, plan(s), and features, per the agreement.

Yes ___ or No ___

- b. The County expects the successful bidder to be capable of converting all the County's existing Wireless devices (cellular, E-Mail, and data) to the bidder's network in an organized, timely manner with limited disruption to service and availability. The County expects any conversion to be accomplished in groups with no more than four (4) hours disruption in any one department, or office's, operation. The County's intent is to complete the conversion of the entire inventory of existing equipment to the successful bidder's network within 10 working days.

Yes ___ or No ___

- c. Detail how this will be accomplished. Refer to inventory of existing equipment in Section 11.B.

4. Service Requirements

- a. **Service Plan Requirements (Shared Minutes).**

The County requires a minimum of 240,000 minutes per month for cellular service for all cellular telephones and Blackberry devices identified above in item 6.A.2.

Yes ___ or No ___

b. Periodic Use Requirement.

Fulton County currently has 340 cellular telephones (included in the Cellular Telephones Quantity in the previous item above) which are used infrequently to support specific events, but are not used throughout the year regularly day-to-day. Examples include Elections, National Black Arts Festival, etc. The cell phones are stored when not in use and distributed to the necessary offices to support events requiring cellular communications. The total period of use varies, but no device in this category is used over 90 days throughout the year.

Note: If fees for this service are handled differently, reflect the discount in pricing, or make a change to the pricing model as provided in Section 11. Pricing Forms; Make the appropriate notation in Section 11. C. Other One Time and/or Monthly Services Fees.

Yes ___ or No ___

5. Wireless Communications Services – Functional Requirements to be included as part of basic service. (Answer the questions in detail as requested – Mandatory)

a. Network Service Area/Coverage- Local Service Requirements. Vendor must provide sufficient network coverage to support operational requirements of all County departments requiring wireless communications services to be provided as a result of an award of this solicitation.

1. Include copy of detailed local area coverage map identifying area of coverage and concentration of cell towers within a 50 mile radius of Fulton County Government Center Complex, 141 Pryor Street, S.W., Atlanta as Attachment A. Required to be considered as responsive to this ITB. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes ___ or No ___

Note: The County will use this map to verify vendor's service as adequate to address its operational requirements. The County reserves the right to test respondent's network and proposed equipment to verify that the respondent's service meets the County's Operational requirements.

b. Network Service Area/Coverage- National Service Requirements. Vendor must provide sufficient network coverage to support operational requirements of County departments requiring wireless communications services roaming outside local service area, but within the Continental United States, to be provided as a result of an award of this solicitation.

1. Include a copy of national coverage Map (Continental United States) as **Attachment B. Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes ___ or No ___

- c. **National Roaming** in Continental U.S. (outside local service area as defined in item 4.a. above) at no additional expense, 24 hours per day, 7 days per week for both Voice and Data Services.

Yes ___ or No ___

- d. **Domestic (Continental U.S.) Long Distance Service** at no additional expense.

Yes ___ or No ___

- e. **Call Forwarding** (routing) at no additional expense.

Yes ___ or No ___

- f. **Call Waiting** at no additional expense.

Yes ___ or No ___

- g. **Caller ID** at no additional expense.

Yes ___ or No ___

- h. **3-Way calling** at no additional expense.

Yes ___ or No ___

- g. **Basic Voicemail** (for individual wireless device) at no additional expense

Yes ___ or No ___

- h. **Unlimited Mobile to Mobile** (for all units of proposed bid) calling at no additional expense.

Yes ___ or No ___

(If no, specify applicable times and any exceptions)

- i. **Unlimited Nights & Weekends** calling at no additional expense.

Yes ___ or No ___

(If no, specify applicable times and any exceptions)

- j. **Detailed Billing upon Demand** at no additional expense. Yes ___ or No ___

- k. **Walkie-Talkie capability**, Radio Band Capability (also known as Push-to-Talk). Ability to communicate directly with another device on the respondent's network. This item may be addressed over the same network or via a separate distinct network.

Yes ___ or No ___

1. **Must include group calling up-to 10 groups**

Yes ___ or No ___

2. **Must provide devices (Blackberry and cellular phones with Walkie-Talkie Capability) as requested.**

Yes ___ or No ___

- l. **Individual Plans for Identified Devices.** Selected units which require greater than average allotted average of shared minutes due to assignment of position.

Yes ___ or No ___

- m. **Proposed Plan must include devices (Cellular phone and Blackberry) for all existing units (on current provider's network) to connect to bidder's network.** Equipment must be compatible with network as required of equal to or superior type and model as is currently in place is mandatory—including all wireless telephone sets and Blackberry units currently in use.

Yes ___ or No ___

1. The County expects proposed equipment to be a current generation standard item (current level of technology) for which supplies, support, repairs, and accessories are readily available.

Yes ___ or No ___

2. The County reserves the right to review the proposed equipment to verify uniformity and availability to meet service and support requirements of County staff.

- n. Proposed Plan must include replacement options for devices (Blackberry and Cellular) that are worn out or damaged. Plan must outline restrictions on replacement of worn or damaged devices.**

Yes ___ or No ___

1. The County reserves the right to review proposed replacement equipment to verify uniformity and availability to meet service and support requirements of County staff.

- o. Proposed Plan must provide information on costs for accessories, e.g. batteries, cases, phone, clips, ear pieces, car chargers, etc.**

Yes ___ or No ___

- p. Proposed Plan must provide equipment which is “Ruggedized” to support extreme field operations.**

Yes ___ or No ___

- a. Ruggedized equipment cost should be difference of cost of Ruggedized equipment (with bid discount) minus cost of standard unit (currently in place in County), for those respondents required to provision equipment to connect to their network. **Please refer to Pricing Forms, Section 11.B. Licensing, Support, Equipment, and Supplies.**

- q. Proposed plan must include recycling plan for equipment.**

Yes ___ or No ___

6. Support Requirements.

- a. **Technical Support-** to include training, and technical assistance on use of devices, accessories, features, and/or applications supported by proposed plan must be available:

1. By Telephone 24 x 7 x 365 days per year for basic information and routine assistance.

Yes ___ or No ___

2. On-site for groups or large roll-outs of new equipment for applications or changes in devices or service sets by scheduled appointment.

Yes ___ or No ___

3. Internet Support

- Equipment Tutorials for use and features
- Frequently asked questions on services and features of network
- Coverage maps for traveling
- Technical support Chat line

Yes ___ or No ___

4. Support- Equipment Repair/Replacement

- **Replacement of broken or lost equipment** to be accomplished within seven (7) work days for standard (available devices).

Yes ___ or No ___

- **If standard devices are not available**, comparable equipment (equal to or greater capability) must be made available at no additional charge.

Yes ___ or No ___

- **Optional customer support outlets.** Provide County Wireless Administration staff the option to utilize bidder's service centers, direct access outlets, and/or Internet site to coordinate maintenance, order supplies, and purchase equipment as necessary.

- Through Authorized procedures.
- Using County account information.
- Reflected on County Bills.

Yes ___ or No ___

- b. Account Support-** to include dedicated account to provide advice and support to assist in providing advice on changes in service to improve operations, reduce costs, add value to supported functions, and review usage in line with industry best practices.

1. **Review of Plan for Implementation.** Upon award and completion of agreement (as signed by both parties: County and successful bidder), successful bidder's account team will review current inventory of equipment, plans, and history of usage of services, and present recommendation for review by County Wireless Service Contract Administration Staff for review for appropriate plan-to-requirement prior to cut-over to service. Review and submission of recommendations for service plans to be completed within seven (7) business days from date of signed agreement.

Yes ___ or No ___

2. Provide advice on changes in service which offer reductions in cost **at least Quarterly.**

Yes ___ or No ___

3. Review expenditures for services and recommend changes in plan (shared versus individual) based on usage patterns **at least quarterly.**

Yes ___ or No ___

4. Identify any changes in usage patterns which may indicate abuse or theft of devices at **least Monthly.**

Yes ___ or No ___

5. Provide assistance in reviewing usage and associated expenses.

Yes ___ or No ___

6. **Online Information on Account Activity.** Provide online availability (via provided secure website) of account activity (usage, billing, service, etc.) to enable selected County staff to view their office's assigned units for verification of use as appropriate and tracking to departmental, office, or group budget.

Yes ___ or No ___

Describe method of proving this service and process to ensure security of account information.

- c. Special Support Requirements- Public Safety Equipment Secure Provisioning and Account Requirements.** The County has a special requirement for certain public safety applications with units (wireless cellular telephones) to be assigned anonymously with no association to the County, County bill, or the public safety agency.
1. To address this requirement bidders must be capable of documenting the capability to establish secure accounts for law enforcement applications, documenting their ability to establish accounts (administration, provisioning, and billing) in a secured manner which ensures the equipment and service of the covered units are provided in a safe and secure manner, and not in any way associated with the County's Wireless Agreement.
Yes ___ or No ___
 2. Example methods of addressing this requirement include "charged" use phones, anonymous accounts- separate from County account, etc.
Yes ___ or No ___
 3. The County reserves the right to approve the final method of delivery and administration of this type of service to ensure the safety of affected staff.
Yes ___ or No ___
- d. Wireless Broadband Modems.** The County has an emerging requirement for Wireless Broadband Modems, to connect Public Safety and other field vehicles with computers to County and State Public Safety Information Systems. The current inventory of vehicles which are candidates for this service amounts to 150-250.
1. To address these requirement bidders must be capable of documenting the capability to provision and support broadband modems in increments of 25-50.
Yes ___ or No ___
 2. The County expects to receive volume discounts in these units, as volume of use increases. **Be sure to reflect any discount in Section 11. Pricing Forms; Section 11.**
Yes ___ or No ___
 3. The County reserves the right to approve the final method of delivery and administration of this type of service to ensure the coverage and application is appropriate to the affected operation.

7. **Value Added Features (Employee Purchase/Rate Plans)**. The County's current wireless providers extend to Fulton County Employees an Employee Rate Plan which includes reduced rates for service, equipment, and accessories. This is not a requirement, but is definitely in the County's interest to extend this feature to employees.

Do you support Employee Rate/Purchase Plans?

Yes ___ or No ___

- a. **If Yes, Please describe discount plan.**

8. References.

Provide references of comparable jurisdictions in population, coverage area, volume, and range of services. Include name of organization, description of service (number of units), contact person in the organization responsible for contract to include name, mailing address, telephone number and E-Mail address. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Reference 1:

Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

Reference 2:

Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

Reference 3:

Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

SECTION 8A

PERFORMANCE BOND REQUIREMENTS

(Not required for this project)

SECTION 8B

PAYMENT BOND REQUIREMENTS

(Not required for this project)

SECTION 9

GENERAL CONDITIONS

[THERE ARE NO ADDITIONAL GENERAL CONDITIONS FOR PROJECT]

SECTION 10

SPECIAL CONDITIONS

[THERE ARE NO SPECIAL CONDITIONS FOR THIS PROJECT

SECTION 11

PRICING FORMS

This section contains the appropriate schedules of pricing forms such as schedule of quantities and prices included in the items covered under the ITB.

Evaluation of bids will be based on lowest bid of bidders who meet all qualifying requirements in the previous sections of the document. **Determination of lowest bidder will be based on pricing described for each category and estimated volume of equipment and/or service anticipated to be purchased in the first year of the award.** Volumes are based on estimates based on anticipated projects and requests for services and **are not to be construed as a guarantee for actual amounts to be purchased** as a result of an award of this bid. The County reserves the right to purchase as much volume as may be required for operational purposes, or none at all, based on business requirements and funds availability.

Determination of lowest responsive and responsible bidder will be accomplished as follows:

1. Bidder meets all qualifying criteria and answers all specification questions successfully as required in ITB.
2. Bids for equipment and services are lowest of all bids received based on provided estimated amounts to be used for evaluation purposes.

Wireless Communications Services Pricing –

The selected Respondent will provide Wireless Communications Services to include equipment, supplies, network, and support to address the County's wireless voice and data requirements. Components of the service to include:

- **Cellular Network Direct Access**—Direct Access to the PSTN and data networks via Cellular Network.
- **Equipment compatible with network as required of equal to or superior type and model as is currently in place is mandatory**—including all wireless telephone sets and Blackberry units currently in use.
- **Wireless Broadband Modems compatible with network as required of equal to or superior type and model is mandatory**—including all wireless telephone sets and Blackberry units currently in use.
- **Licensing** - As required for data and voice management systems, services, and/or applications.
- **Account Administration and Technical Support** – Dedicated account team to provide direct support of account and coordinate delivery, administration, and support of devices, supplies, accessories, and applications.

Deliver an all inclusive, detailed Pricing Schedule that covers every aspect of Wireless Communications Services. The detailed Pricing Schedule must address **all** elements required

to provide the services as described in Section 7. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS of this ITB. Pricing **must include** any and all cost associated with conversion from existing network to connecting to vendor's network and all equipment and supplies necessary to provide the service.

Wireless Communications Services Schedule:

Network Access, to include providing Direct Access to the PSTN and data networks as defined in a Section 7. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS.

A. Central Office Grade Wireless Services Schedule:

Supporting features, function and operation as defined in a Section 7.6.A (SCOPE OF WORK AND TECHNICAL SPECIFICATIONS).

Prices are to be bid as monthly cost.

Description of Service	Quantity	Bid per Unit (Each)	Total Amount (Bid per Unit X Quantity)
240,000 Shared Minutes for Access to PSTN via Wireless Network	1		\$ _____
Text Message Capability to include Images – Unlimited Quantity per unit	250		\$ _____
Walkie-Talkie – PTT Capability – Unlimited Quantity per unit	800		\$ _____
2,000 Minutes High Volume User Plan for Access to PSTN via Wireless Network	100		\$ _____
3,000 Minutes High Volume User Plan for Access to PSTN via Wireless Network	50		\$ _____
4,000 Minutes High Volume User Plan for Access to PSTN via Wireless Network	25		\$ _____
Blackberry – Unlimited quantity per month data access	461		\$ _____
Wireless Broadband Modem - Unlimited quantity per month data access	100		\$ _____
Total Price (Total Amount Column)			\$ _____
Total Price per Year (Total above X 12)			\$ _____

B. Licensing, Support, Equipment, and Supplies. Licensing, Support Services, Equipment, and Supplies as defined in a Section 7.6.A (SCOPE OF WORK AND TECHNICAL SPECIFICATIONS). The detailed Pricing Schedule must address all elements required to provide the services as described in Section 7. 6. A of this ITB. Pricing must include any and all cost associated with conversion from existing provider's network to connecting to vendor's network and all equipment and supplies necessary to provide access

to both data and voice services. New and replacement equipment and supplies listed are representative of expectation of demand based on experience in demand over the last year.

Description of Item(s) (Existing Service Supported Equipment)	Quantity	Bid per Unit (Each)	Total Amount (Bid per Unit X Quantity)
Blackberry – Enterprise Server License – Effective June 2008 – to cover up-to 650 devices	1		\$ _____
Blackberry Technical Support (T Support™ RIM) to cover 650 units	1		\$ _____
*Blackberry Model 6208	40		\$ _____
*Blackberry Model 7290	100		\$ _____
*Blackberry Model 8700	250		\$ _____
*Blackberry Model 8800	65		\$ _____
*Blackberry Model 8300	15		\$ _____
*LG Model 400 Phone/Radio	1		\$ _____
*LG F7200 Phone/Radio/PTT	32		\$ _____
*Motorola V180	4		\$ _____
*Motorola V557	2		\$ _____
*Nokia 2610	9		\$ _____
*Nokia 3575	220		\$ _____
*Nokia 6010	92		\$ _____
*Nokia 6030	206		\$ _____
*Nokia 6340i	10		\$ _____
*Samsung D375	55		\$ _____
*Sierra 860/875 Wireless Modem	12		\$ _____
Blackberry 8300/8700 Replacement Battery	10		\$ _____
Blackberry 8800 Replacement Battery	10		\$ _____
Blackberry 7250/7290 Replacement Battery	20		\$ _____
Blackberry Battery Charger	20		\$ _____
Replacement Blackberry 8300	100		\$ _____
Replacement Blackberry 8800	200		\$ _____
Nokia Replacement Battery	15		\$ _____
New Equipment Blackberry 8300	25		\$ _____
New Equipment Blackberry 8800	75		\$ _____
New Wireless Broadband Modem Cards	60		\$ _____
Total Price (Sum of Total Amount Per Unit X Quantity)			\$ _____

* Equipment in place connecting to current Wireless Service Provider's network. Bid response must include equipment which is equal to or superior to current version/model to connect to Respondent's network.

**C. Other One Time and/or Monthly Services Fees:
(Describe).**

Total Bid Price (for First Year for services described above): Items A-C.

(\$) _____

This includes total of all representative components identified in items A-C above listed as a total to be used for evaluation purposes of this ITB.

Volumes are not to be construed as a guarantee for actual amounts to be purchased as a result of an award of this bid. The County reserves the right to purchase equipment and services in amounts which meet its operational requirements for the unit amount bid in this response.

ATTACHMENTS

Attachment A - Detailed Map of Coverage within a 50 mile radius of Fulton County Government Center Complex, 141 Pryor Street, S.W.

Attachment B – National Coverage Map (Continental United States)