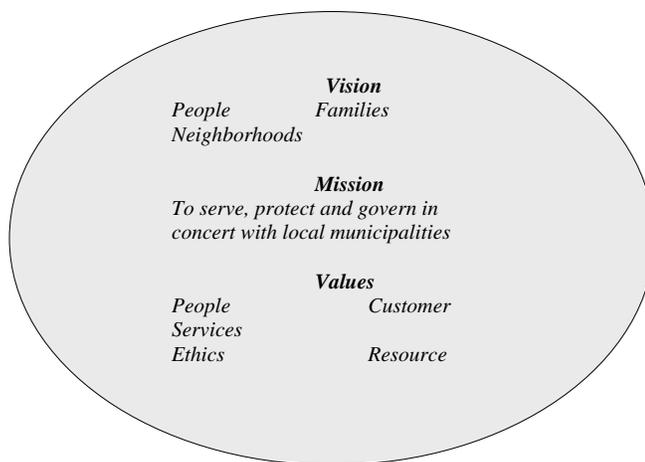




FULTON COUNTY



PURCHASING DEPARTMENT INVITATION TO BID NO. 09ITB68387C-MT

Toner Cartridge Recycling

For

General Services Department

BID DUE TIME AND DATE: 11:00 A.M., July 22, 2009

BID ISSUE DATE: June 23, 2009

PURCHASING CONTACT: Malcolm Tyson at (404) 612-5811

E-MAIL: malcolm.tyson@fultoncountygga.gov

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

Table of Contents

Section 1

Instructions to Bidders

- General Information

- Site Visit

- Preparation and Submission of Bids

- Bidder's Modification and Withdrawal of Bids

- Addenda and Interpretations

- Required Submittals

- Term of Contract

- No Contact Provision

- Bid and Contract Security

- Right to Reject Bids

- Applicable Laws

- Examination of Contract Documents

- Termination

- Insurance and Risk Management Provisions

- Wage Clause

- Bid Opening

- Determination of Successful Bidder

- Notice of Award of Contract

- Basis of Award

- Execution of Contract Documents

- Joint Venture

- Contractors Compliance with Procurement

- Minimum Participation Requirement (Prime Contractor)

- Purchasing Bid General Requirements

- Required Bid Submittal Forms

Section 2

Bid Form

Section 3

Purchasing Forms & Instructions

- Non-Collusion Affidavit of Prime Bidder

- Certificate of Acceptance of Request for Bid Requirements

- Certification Regarding Debarment

- Corporate Certificate

- Disclosure Form and Questionnaire

- Declaration of Employee-Number Categories

- Georgia Security and Immigration Contractor Affidavit

- Georgia Security and Immigration Subcontractor Affidavit

Section 4

Contract Compliance Requirements

Non-Discrimination in Contracting and Procurement

Required Forms and EBO Plan

Exhibit A – Promise of Non-Discrimination

Exhibit B – Employment Report

Exhibit C – Schedule of Intended Subcontractor Utilization

Exhibit D – Letter of Intent to Perform As a Subcontractor or Provide
Materials or Services

Exhibit E – Declaration Regarding Subcontracting Practices

Exhibit F – Joint Venture Disclosure Affidavit

Exhibit G – Prime Contractor/Subcontractor Utilization Report

Section 5

Insurance and Risk Management Provisions

Section 6

Scope of Work and Technical Specifications

Section 7

Bid Pricing Forms

Section 8

Sample Contract

**INVITATION TO BID
09ITB68387C-MT – Toner Cartridge Recycling
FULTON COUNTY GOVERNMENT**

**SECTION 1
INSTRUCTIONS TO BIDDERS**

Fulton County Government (“County”) invites sealed bids for **Toner Cartridge Recycling**.

1. GENERAL INFORMATION

- a. **Obtaining 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 term “Bid Documents” denotes all contract documents, notices, instructions and letters issued by the County’s Purchasing Director in connection with this procurement.
- c. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting Malcolm Tyson, Assistant Purchasing Agent at (404) 612-5811 or e-mail malcolm.tyson@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: Malcolm Tyson, Assistant Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-5811
Fax: (404) 335-5808
Reference Bid # **09ITB68387C-MT**

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

3. 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 TWO (2) 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 or 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.

- a. 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: 09ITB68387C-MT

*****NOTE*****

THE OFFICIAL BUSINESS HOURS OF OPERATIONS FOR FULTON COUNTY GOVERNMENT ARE: 8:30 AM TO 5:00 PM, MONDAY THROUGH FRIDAY. BID SUBMISSIONS MUST BE DELIVERED TO THE FULTON COUNTY PURCHASING DEPARTMENT BY THE VENDOR OR VENDOR DESIGNATED COURIER.

BID SUBMISSIONS THAT ARE SENT VIA THE UNITED STATES POSTAL SERVICES MUST BE RECEIVED IN THE FULTON COUNTY POSTAL DEPARTMENT BY THE APPOINTED DUE DATE AND TIME OF THE BID SUBMISSION NOTICE.

- 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 Malcolm Tyson, Assistant Purchasing Agent at 130 Peachtree Street, SW, Suite 1168, Atlanta, Georgia 30303 no later than **5:00 PM, July 13, 2009**. 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. Non-Collusion Affidavit of Prime Bidder
3. Certificate of Acceptance of Request for Bid Requirements
4. Corporate Certificate
5. Disclosure Form and Questionnaire
6. Declaration of Employee-Number Categories
7. Georgia Security and Immigration Contractor Affidavit
8. Georgia Security and Immigration Subcontractor Affidavit
9. 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

Any award made as a result of this bid shall be for twelve (12) months from the date of the execution of contract. The County reserves the right for an option of two (2) additional twelve (12) month renewal period pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding. Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

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:** No bid bond is required.
- 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

09ITB68387C-MT – Toner Cartridge Recycling

BID GENERAL REQUIREMENTS

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 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".

Bidder's Name: _____

Item #	Required Bid Submittal Check Sheet	Check (√) (if applicable)	Check (√) (complet ed)
1	One (1) Bid marked " Original ", _____ () 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) – N/A		
6	Purchasing Forms Non-Collusion Affidavit of Prime Bidder/Offeror Certificate of Acceptance of Request for Bid/Proposal Requirements Certificate Regarding Debarment Corporate Certificate Disclosure Form & Questionnaire Declaration of Employee-Number Categories Georgia Security and Immigration Contractor Affidavit 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		

BID FORM

09ITB68387C-MT- Toner Cartridge Recycling

Submitted _____, 20 .

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)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

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

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

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

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

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

BIDDER: _____

Signed by: _____

[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____

[State/County]

License Expiration Date: _____

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.

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.

Non-Collusion Affidavit of Prime Bidder
Certificate of Acceptance of Request for Bid Requirements
Certification Regarding Debarment
Corporate Certificate
Disclosure Form and Questionnaire
Declaration of Employee-Number Categories
Georgia Security and Immigration Contractor Affidavit
Georgia Security and Immigration Subcontractor Affidavit

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

**STATE OF GEORGIA
COUNTY OF FULTON**

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

Form B

**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)

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

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

(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an

offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the

Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2007

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

CORPORATE CERTIFICATE

Corporations

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

This _____ day of _____, 20 ____ .

(SEAL) must be affixed

Partnership or other entities:

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

This _____ day of _____, 20 ____ .

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

DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type

of business practice, or otherwise eliminating any type of business practice; and

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

- 2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

- 3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government ?

Circle One: YES NO

- 4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

- 5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are

responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

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 _____, 2007

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2007

(Notary Public) (Seal)

Commission Expires _____
(Date)

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
 - (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other employers, their contractors, or subcontractors.

See Section 3, Purchasing Forms for declarations and affidavits.

DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

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

500 or more employees

100 or more employees

Fewer than 100 employees

Organization Name: _____

I certify that the above information is true and correct and that the classification noted is applicable for this project

Signed: _____

Printed: _____

Title: _____

Date: _____

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 (IRA), [P.L. 99-6031], 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 Subcontractor 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 _____, 200__.

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)**

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: **GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR 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 (IRA), [P.L. 99-6031], 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 Subcontractor 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 _____, 200__.

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)**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____

_____,
Who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

SECTION 4

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

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

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

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

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

REQUIRED FORMS AND EBO PLAN:

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

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

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title _____ Firm Name _____

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

%

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, 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.
Percent of ownership by each joint venture in terms of profit and loss sharing: _____

11. 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: _____

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

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

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

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

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

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

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

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

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% 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)

SECTION 5

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:

1. 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		

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

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

Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE			
Combined Single Limits	Each Occurrence	-	
\$1,000,000			
(Including operation of non-owned, owned, and hired automobiles).			
4. ELECTRONIC DATA PROCESSING LIABILITY			
(Required if computer contractor)	Limits	-	
\$1,000,000			
5. UMBRELLA LIABILITY			
(In excess of above noted coverage's)	Each Occurrence	-	
\$2,000,000			
6. PROFESSIONAL LIABILITY			
	Each Occurrence	-	
\$1,000,000			
(Required if respondent providing bid/quotation for professional services).			
7. FIDELITY BOND			
(Employee Dishonesty)	Each Occurrence	-	\$
100,000			

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 NONAPPLICABILITY, 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 6

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Fulton County Purchasing and Contract Compliance Department is soliciting an Invitation to Bid (ITB) to qualified vendors to provide Toner Cartridge Recycling for the General Services Department on a contract “as needed basis” for the 12 months period.

1. The successful vendor shall provide disposal/recycling services to Fulton County for all toner cartridges. The Contractor shall pick up accumulated empty cartridges for recycling within twenty-four (24) hours of request.
2. The contractor shall provide all transportation services, storage containers, materials, equipment, technical and management support, personnel required to perform the services requested by the County.
3. All toner cartridges shall be picked up by the Contractor and delivered to an approved and licensed recycling facility.
4. The vendor will be responsible for sorting any and all used toner cartridges.
5. The Contract shall furnish a list of cartridges and amounts to be paid for cartridge types on the bid price sheet.
6. The County shall have the right to audit contractor’s records and documents, upon reasonable notice, to determine if number of cartridges is consistent with monies paid versus cartridges picked up.
7. The Contractor shall pay the County the bid price for each cartridge within fourteen (14) days of pick up.
8. Contractor shall submit, upon request, reports with each payment to County itemizing the charges, which shall indicate bid price for each printer cartridge.

SECTION 7

PRICING FORM

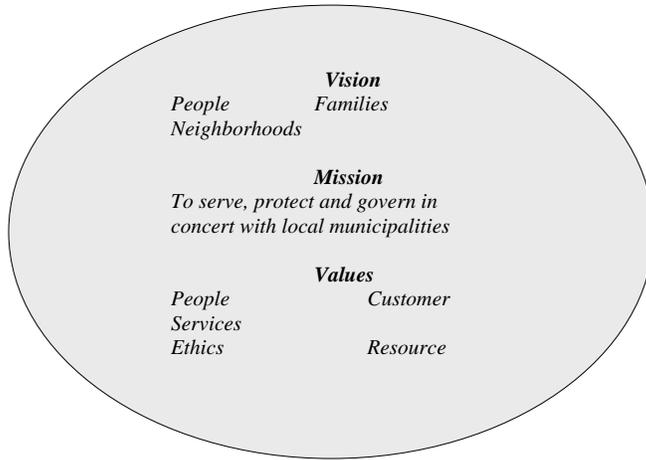
Bid Net Value to County for:

- 1. Net value to County for Laser Cartridges: \$ _____ / each

- 2. Net value to County for Jet Cartridges: \$ _____ / each

- 3. Net value to County for Printer Cartridges: \$ _____ / each

TOTAL \$ _____



**PURCHASING AND CONTRACT COMPLIANCE DEPARTMENT CONTRACT
NO. _____**

**“Sample Contract” Recycling Services for Empty
Toner Cartridge**

For

General Services Department

SECTION 8

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF SERVICES</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
ARTICLE 9.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 11.	<u>INTENTIONALLY DELETED.</u>
ARTICLE 12.	<u>INTENTIONALLY DELETED.</u>
ARTICLE 13.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 14.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 15.	<u>WAIVER OF BREACH</u>
ARTICLE 16.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 17.	<u>INTENTIONALLY DELETED.</u>
ARTICLE 18.	<u>INDEMNIFICATION</u>
ARTICLE 19.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 20.	<u>INSURANCE</u>
ARTICLE 21.	<u>PROHIBITED INTEREST</u>
ARTICLE 22.	<u>SUBCONTRACTING</u>
ARTICLE 23.	<u>ASSIGNABILITY</u>
ARTICLE 24.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 25.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 26.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 27.	<u>VERBAL AGREEMENT</u>
ARTICLE 28.	<u>NOTICES</u>
ARTICLE 29.	<u>JURISDICTION</u>
ARTICLE 30.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 31.	<u>FORCE MAJEURE</u>
ARTICLE 32.	<u>OPEN RECORDS ACT</u>
ARTICLE 33.	<u>INTENTIONALLY DELETED.</u>
ARTICLE 34.	<u>INVOICING AND PAYMENT</u>
ARTICLE 35.	<u>TAXES</u>
ARTICLE 36.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 37.	<u>NON-APPROPRIATION</u>
ARTICLE 38.	<u>WAGE CLAUSE</u>

CONTRACT AGREEMENT

Contractor: _____
Contract No.: _____
Address: _____
City, State _____
Telephone: _____
Facsimile: _____
Contact: _____

THIS Contract, entered into this ____ day of _____ 2009, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County, through its General Services Department, has identified the need for **Recycling Services for Empty Toner Cartridges**;

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

WHEREAS, the County requested a formal quote for **Recycling Services for Empty Toner Cartridges** and, by and through its Board of Commissioners, has determined

that this Contractor submitted the only responsive and responsible quote for these services and can best perform the required services;

WHEREAS, the County and Contractor desire to enter into an agreement for provision of such services, the scope of services, which is more specifically defined in Article IV of the Contract;

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

ARTICLE 1 - ASSIGNMENT OF CONTRACT

Paragraph 1.0 This Contract shall insure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

ARTICLE II - TERM

Paragraph 2.0 Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to the Contractor from County. The time of performance shall begin upon date of the Notice to Proceed and continue for twelve (12) consecutive months.

ARTICLE III – CONTRACTOR’S SERVICES

Paragraph 3.0 The County retains Contractor and Contractor accepts retention by the County to render recycling services for empty toner cartridges as specified by Fulton County Request for ITB #_____, Contractor’s response to quote and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the “Contract Documents.” Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein.

Paragraph 3.1 _____, _____, represents that he is the duly authorized agent of Contractor and as such, is authorized to bind and enter into agreements on behalf of Contractor.

ARTICLE IV - SCOPE OF WORK

Paragraph 4.0 The scope of work is most fully described in the quote documents; however, Contractor’s scope of work includes, but is not limited to the following:

1. The Contractor shall pick up accumulated empty cartridges for recycling when requested.
2. The Contractor shall retrieve empty cartridges from the designated pick up location within twenty-four (24) hours of request.
3. The Contract shall furnish a list of cartridges and amounts to be paid for cartridge types.
4. The County shall have the right to audit contractor's records and documents, upon reasonable notice, to determine if number of cartridges is consistent with monies paid vs cartridges picked up.
5. The Contractor shall paid County the quote price for each cartridge within fourteen (14) days of pick up.

ARTICLE V - AUDIT

Paragraph 5.0 The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

Paragraph 5.1 Contractor agrees to include audit requirements specified in Section 5.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

ARTICLE VI - COMPENSATION FOR SCOPE OF WORK

Paragraph 6.0 The services described under “Scope of Work” herein shall be performed by Contractor upon notices to proceed sent to the Contractor from County and continue for twelve (12) consecutive months.

Paragraph 6.1 Contractor shall submit, upon request, reports with each payment to County itemizing the charges, which shall indicate quote price for each printer cartridge.

A. Quote Net Value to County for:

1. Net value to County for Laser Cartridges: \$_____ each
2. Net value to County for Jet Cartridges: \$_____ each
3. Net value to County for Printer Cartridges: \$_____ each

Paragraph 6.2 Any additional services requested by the County shall be performed by the Contractor and a detailed invoice submitted which references the written agreement, which must be approved by the County pursuant to change order policy 800-6 before the work is started.

Paragraph 6.3 Contractor is required to make payments to employees, subcontractors, and/or suppliers for goods or services used in the fulfillments of this Contract, failure to make any such payment when due shall be considered a breach of this Contract.

Paragraph 6.4 Failure by Contractor to comply with the terms and conditions of this Contract shall constitute breach of Contract and shall release Fulton County from any further requirements to compensate Contractor.

ARTICLE VII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 7.0 **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damages, losses or expenses caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of its employees or agents. **CONTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of

produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE VIII – TERMINATION FOR CAUSE

Paragraph 8.0 If through any cause, other than the actions or failure to failure to act of the County, Contractor shall fail to perform the recycling services for empty toner cartridges as specified in this Contract in a satisfactory, timely and proper manner after (1) receipt of notice of such failure and (2) a ten (10) day cure period after receipt of notice of such failure, or in the event that any of the provisions or stipulations of this Contract are violated by Contractor and continue to be violated ten (10) days following receipt of written notice of such violation, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract.

Paragraph 8.1 In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County,

by giving (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination.

Paragraph 8.2 In the event that the County determines that it is no longer in its best interest to provide these services, the Contractor may terminate this Contract by giving one hundred and twenty (120) days written notices to the County. The notice should state the reason for such action.

Paragraph 8.3 Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

ARTICLE VIX - SUSPENSION OF WORK

Paragraph 9.0 COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay of the project.

Paragraph 9.1 The County shall have the right to suspend immediately the Contractor's performance hereunder on an emergency basis whenever necessary in the opinion of the County, to avert a life-threatening situation or other sufficiently serious deficiency.

ARTICLE X - INDEPENDENT CONTRACTOR

Paragraph 10.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

ARTICLE XI - PROVIDE COUNTY INSURANCE REQUIREMENTS

Paragraph 11.0 All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Quote Documents.

Paragraph 11.1 Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

Paragraph 11.2 It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the entire term of the contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

ARTICLE XII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 12.0 This Contract and the incorporated documents constitute the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

ARTICLE XIII - NON-DISCRIMINATION

Paragraph 13.0 Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0 If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV - CAPTIONS

Paragraph 15.0 The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.

ARTICLE XVI - NOTICES

Paragraph 16.0 Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

Eugene Martin
Transportation & Logistics Manager,
General Services Department,
Transportation & Logistics

79 Milton Avenue
Atlanta, Georgia 30315

With copies to the Director of Fulton County General Services Department and the County Attorney.

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

Company Name-----

ARTICLE XVII - WAIVER OF BREACH

Paragraph 17.0 The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE XVIII - COOPERATION WITH OTHER CONTRACTORS

Paragraph 18.0 **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

ARTICLE XIX - FORCE MAJEURE

Paragraph 19.0 Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations

hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE XX - PERSONNEL AND EQUIPMENT

Paragraph 20.0 **CONTRACTOR** shall identify in writing a project manager who shall have sole authority to represent **CONTRACTOR** on all manners pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete Contractor's Services under the Contract, none of whom shall be employees of or have any contractual relationship with **COUNTY**. All of the services required hereunder will be performed by **CONTRACTOR** under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

ARTICLE XXI - GOVERNING LAW

Paragraph 21.0 This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this amendment.

OWNER:

CONTRACTOR:

Commission
Chair
Board of Commissioners

ATTEST:

ATTEST:

Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director
General Services Department