



FULTON COUNTY

VISION

People Families Neighborhoods

MISSION

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

VALUES

People	Customer Service
Ethics	Resources Management
	Innovation Equal
	Opportunity

**Invitation To Bid (ITB)
Number 20052249YA**

**DESCRIPTION: FENCING INSTALLATION AND REPAIR
DURING THE YEAR 2005**

BID DUE TIME: 11:00 A.M. DATE: JANUARY 13, 2005
Contact Sylvia Hudson, 404 730-7916 for Procedural Information
E MAIL SPECIFICATION QUESTIONS TO:

Sylvia.Hudson@co.fulton.ga.us

Address to Submit Bids: Fulton County Purchasing Department
Public Safety Building
130 Peachtree Street, S W
Suite 1168
Atlanta, GA 30303

NOTE TO VENDOR:

PLEASE RESPOND TO THE ATTACHED BID. EVEN IF YOUR COMPANY'S RESPONSE IS A NO-BID.

COMPLETION OF THIS FORM IS NOT REQUIRED. IT IS OPTIONAL. WE ARE VERY INTERESTED IN ENSURING THAT OUR BIDS ARE NON-RESTRICTIVE AND THAT NO BIDDER IS ELIMINATED ARBITRARILY. IT IS THE COUNTY'S INTENT TO ABOLISH ANY AND ALL BARRIERS TO ITS PROCUREMENT PROCESS WHICH PREVENTS INTERESTED AND QUALIFIED BIDDERS FROM PARTICIPATING.

SHOULD YOU RESPOND WITH A NO-BID, PLEASE EXPLAIN WHY.

EXAMPLES ARE:

(1) OUR COMPANY CANNOT MEET THESE SPECIFICATIONS BECAUSE YOU REQUIRE:

(2) OUR COMPANY CAN NOT COMPETITIVELY BID ON THIS PRODUCT OR SERVICE BECAUSE:

(3) OTHER:

YOUR RESPONSE WILL BE GIVEN CAREFUL CONSIDERATION AND INCLUDED IN THE BID FILE WITH OTHER VENDOR COMMENTS. IF IT APPEARS, FROM THE FEEDBACK RECEIVED, THAT THE SPECIFICATIONS ARE RESTRICTIVE YOUR INPUT WILL HELP THE COUNTY MAKE THE NECESSARY CHANGES SO THAT A GREATER NUMBER OF INTERESTED BIDDERS ARE INCLUDED, YOUR INPUT IS NEEDED, IT WILL MAKE A DIFFERENCE!

INVITATION TO BID

DESCRIPTION: Fencing Installation and Repair , During the Year 2005

1. GENERAL REQUIREMENTS

- A. Furnish normal requirements for **Fencing Installation and Repair** for Fulton County General Services Department on an “as needed, if needed, when needed” basis for twelve (12) consecutive months from date of award. Bidders may bid on one or both sections; however, a bid price is required for each line item within that particular section, in accordance with the certification and authorization of the vendor.
- B. Work sites will be located throughout Fulton County, including within the city of Atlanta and other municipalities. Site where work will take place include (but are not limited to) libraries, health centers, fire stations, seniors centers and warehouses. Various types of work will required throughout the calendar year.
- C. The items listed below are a representative sample of the services that the department may purchase for vendor. Unit prices shall be extrapolated from example projects described in this bid and the prices billed on invoices to Fulton County shall reflect these prices.

2. ADDITIONAL INFORMATION

- A. For additional procedural information, contact Sylvia Hudson, Purchasing Department, 404 730-7916. Submit specification questions by fax to 404 730-0358 or E Mail: sylvia.hudson@co.fulton.ga.us, **NO LATER THAN 4:00 P.M., January 6, 2005**, include the bid number on all correspondence.

Fulton County will recognize only written and signed communication from firms with questions relative to the bid specifications, and or requirements. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional can be given.

- B. One signed original and two (2) copies of the bid shall be submitted in a Sealed Package. The envelope/package shall be clearly marked on the outside: “Sealed Bid No. 20052249YA Fencing Installation and Repair, addressed to Fulton County Purchasing Department, Attn: Sylvia Hudson, 130 Peachtree St., SW, Suite 1168, Atlanta, GA 39393

Bids shall be publicly read at 11:00 a.m. on January 13, 2005.

3. INVENTORY

A. Vendor shall maintain an active base of operations within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Ga. 30303.
Comply:

Yes_____No_____

B. Location: _____

C. Fulton County General Services Department reserves the right to reject any bidder who does not maintain an inventory within fifty (50) miles of the Fulton County Government Center at 141 Pryor Street, Atlanta, Georgia. The Bidder understands that having the specified material/supplies in stock or readily available for prompt delivery on an “as needed, and when needed” basis will be a criteria for selecting the successful bidder.

Understand and Comply:

Yes_____ No_____

4. SUBMITTALS

A. All bidder(s) are requested to include in their bid, the manufacturer’s literature on each item bid (where appropriate). All literature shall be marked with the appropriate line number of the item bid.

5. DELIVERY

A. Delivery requirements will be as required by the Fulton County Project Manager. The bidder is required to respond to all requests in accordance with the following criteria:

1. Emergency Requests: Delivered within twenty-four (24) hours or order.
2. Urgent Requests: Delivered within seven (7) days of order.
3. Routine Requests: Delivered within fourteen (14) days of placement of order.

Failure to adhere to this delivery schedule can be grounds for termination of the contract. Fulton county reserves the right to add or delete any item(s) from the award.

Prices quoted will include all transportation charges fully prepaid to the Fulton County work site.

Vendors shall state N/A or No Bid if vendor is not bidding on a particular section.

6. CONTRACT AWARD

1. Contract award will be made to the lowest “responsive and responsible” bidder for each of the 2 Sections (A & B). Failure to submit a bid price for any line item within a Section will deem your bid “non-responsive” for that particular Section. The County may award in whole or in part (by section) to one or more bidders. Any award made as result of this bid will be for twelve (12) consecutive months from date of award. Fulton County reserves the right to add or delete any item(s) from the award. The County also reserves the right to reject all bids and/or waive any technicalities if is in the best interests of the County to do so.

Any award resulting from this bid shall be for all types of work as described in this document. The unit price for each line item will be multiplied by the estimated annual usage figure and the products shall then be added to determine the lowest bidder in each section. The award evaluation of contract will be based on the following criteria:

- A. Vendor’s pricing for items in the Bid Schedule
- B. Vendor’s response to County requirements
- C. Warranty offered on equipment

Bidding lowest rates in one/all items may not be sufficient reason for award of contract for that item(s).

7. INSURANCE

INSURANCE REQUIREMENTS: Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the bid/proposal evidence of insurability as indicated below. The insurance shall be for the contract period.
- C. Respondent must maintain, at their expense, insurance in at least the following amounts and types.

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

E. The Certificate of Insurance shall identify the Certificate Holder as:

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

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-
\$500,000.		
INSURANCE	BY DISEASE - POLICY LIMIT	-
\$500,000.		
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-
\$500,000.		

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

Bodily Injury and Property Damage Liability
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 - \$3,000,000

6. **PROFESSIONAL LIABILITY** Each Occurrence - \$5,000,000
(Required if respondent providing quotation for professional services).

7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - \$ 100,000

Insurance in no way Limits the Liability of the Respondent.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

8. SCOPE OF WORK

The contractor shall be able to provide installation and repair services for all types of chain link fencing, iron fencing, tubular steel fencing and custom wood fencing. Listed below are specifications that are to be used for bidding purposes. Unit prices shall be applied to actual projects to determine project costs throughout the term of the contract. Bidders shall submit references and proof of previous direct experience in the field in order to be considered for contract award.

9. SPECIFICATIONS FOR FENCING TYPES

Part 1: General Specifications for All Fencing Types

1. The contractor (bidder) shall always be responsible for the location and avoidance of underground utilities. Damages shall be promptly repaired by the contractor at no expense to the owner.
2. The contractor shall employ adequate numbers of skilled workers who are trained and experienced with the type of project for which they are assigned.
3. All completed work shall meet basic visual standards. Post shall be properly aligned, post shall be plumb and vertical, materials shall be consistent in quality,

materials shall be undamaged, gates shall not sag and other specifications as may be the owner shall be met.

4. All completed work shall meet basic structural standards. Post shall not wobble or move within footings, fabric and wire shall be taunt between posts, hardware shall be adequately tightened and all materials shall meet the minimum specifications on the following sections.
5. The contractor shall remove all debris and unused material from the job site at the completions of each project. Soil excavated for footing must be remove or spread evenly as may be directed by the owner.
6. The contractor shall provide the owner with a detailed proposal that outlines materials, cost and installation schedule for each project. This proposal shall be approved by the owner prior to the commencement of work.

Part 2: Specifications For Galvanized Chain Link Fencing

1. Description Of Items To Be Bid

Contractor's bid price shall include all materials, labor and equipment necessary to construct the fence described below. Fence shall be six feet tall to top rail with forty-five degree arms supporting three strands of barbed wire above the fabric on one side of the fence. Tension wire shall be installed at the bottom of the fence. All items shall meet or exceed the following standards:

2. Products

A. Fence Fabric

Fabric shall be 9 gauge with a 2-inch mesh. Wire shall have a breakload strength of 1,290 lb. minimum. All fabric shall be hot-dipped galvanized with a minimum 1.8-oz./sq. ft. of coated surface area. Mesh shall be galvanized after weaving. Selvage of fabric shall be knuckled at the bottom.

B. Corner and Terminal Posts

Post shall be constructed of schedule 40 steel pipe. They shall be hot-dipped galvanized with a minimum of 1.8-oz/sq. ft. of coated surface area.

Posts shall have an outside diameter of 2 3/8 inches (2.275”), a minimum wall thickness of .120 inches and a minimum weight per ft. of 3.117 lb.

C. Line Posts

Posts shall be constructed of schedule 40 steel pipe. They shall be hot-dipped galvanized with a minimum of 1.8 oz./sq. ft. of coated surface area. They shall have an outside diameter of 1 7/8 inches (1.875”), a minimum wall thickness of .120 inches and a minimum weight per ft. of 2.281 lb.

D. Top Rails and Braces

Top rails and braces shall be constructed of schedule 40 steel pipe. They shall be hot-dipped galvanized with a minimum of 1.8-oz./sq. ft. of surface area. They shall have an outside diameter of 1 5/8 inches (1.625”), a minimum wall thickness of 0.111 inches and a minimum weight per ft. of 1.83 lb.

E. Caps, Hardware and Misc.

Post caps shall be of formed steel, cast malleable iron or aluminum alloy. Install one cap for each post where barbed wire supporting arms are not required. Top rail and brace ends shall be of formed steel, malleable iron or cast iron for the connection of rails and braces to terminal posts. Top rail sleeves shall be 6 inches and shall allow for expansion and contraction of top rails. Use 9 gage galvanized steel wire for the attachment of fabric to line posts. Double wrap 13 gage for rails and braces. Hog ring ties of 12 ½ gage for attachment of fabric to tension wire. Tension bars shall be in piece lengths equal to 2 inches less than full height of fabric with a minimum cross-section of 3/16 inches x ¾ inches. Install tension bars where chain link fabric meets terminal posts. 7 gage zinc coated tension wire the a tensile strength of 75,000 PSI shall be installed at the bottom of the fence fabric.

F. Barbed wire and supporting arms

Barbed wire shall be double-strand 12-1/2 gage galvanized twisted steel line wire. 4-point galvanized steel barbs shall be placed approximately 5 inches on center. Support arms shall be galvanized pressed steel with provisions for supporting three strands of barbed wire. Arms shall with stand 250 lb. downward pull at outermost end without failure.

G. Concrete

Concrete for setting posts shall have a minimum 28 day compressive strength of 3,000 PSI.

H. Gate Frame

Fabricate gate frames from galvanized steel pipe with an outside diameter of not less than 1.9 inches and a weight per foot of 2.72 lb. Weld connections to form a rigid one-piece unit.

I Gate Fabric

Gate fabric shall match fence fabric. Install fabric with hook bolts and tension bars at all 4 sides. Attach to gate frame at not more than 15 inches on center.

J Gate Hardware

All hardware shall be constructed from hot dipped galvanized steel. All movable parts shall be field coated to match adjacent finishes.

K. Gate Hinges

Hinges shall be structurally capable of supporting gate leaf.

3. Execution

A. Fence Framing

Install in accordance with ASTM F 567 and manufacturer's instructions. Locate terminal post at each fence termination. Space line posts at 10 feet on center. Concrete set all posts in holes bored with a diameter at least 4 times greater than the outside dimension of the post. Holes shall be 30 inches deep. Set post bottoms 24 inches below grade. Place concrete in a continuous pour, trowel finish the surface and slope to direct water away from posts. Install diagonal truss rods at these points, install braces and adjust truss rod. Install horizontal pipe brace at mid-height on each side of terminal posts. Install bottom tension wire before stretching fabric and attach to each post with ties or clips. Install the top in lengths of 21 feet. Connect top rail joints with sleeves for rigid connections with expansion/contraction. Install fabric on security side, and attach so that fabric remains in tension after pulling force is released. Leave approximately 2 inches between finished grade and bottom selvage.

Attach fabric with wire ties or clips, to line posts at 15 inches on center, and to rails, braces, and tension wire a 24 inches on center. To install tension bars; pull fabric taut, thread bar through fabric and attach to terminal posts with bands or clips spaced a maximum of 15 inches on center.

B. Gates

Install gates plumb, level and secure for full opening without interference. Attach hardware by means which will prevent unauthorized removal. Adjust hardware for smooth operation.

C. Accessories

Bend ends of tie wires to minimize hazard to persons and clothing. Install nuts on fasteners opposite the fabric side of the fence for added security. Install extension arms on posts and align perpendicular to the fence. Uniformly space parallel rows of barbed wire on the security side of the fence. Pull wire taut and attach in clips or slots of each extension.

Part 3: Specification for Vinyl Coated Chain Link Fencing

1. Item to be bid

Contractor's bid price shall include all materials, labor and equipment necessary to construct the fence described below. Fence shall be six feet tall to top of fabric with a top rail and a bottom tension wire. Posts shall be spaced at ten feet on center. All items shall meet or exceed the following specifications.

2. Products

A. Fence Fabric

Fabric shall be PVC coated (7 mil) over galvanized 9 gage (core wire size, not finished wire size) steel wire with a 2 inch mesh. Fabric coating shall be of the thermally fused type as per ASTM F 668, type 2B. Steel core wire shall have a tensile strength of 75,000 PSI with 0.30-oz./sq. ft. zinc coating. Wire shall have a breakload strength of 1,290 lb. minimum. Selvage shall be knuckled at the bottom.

B. Corner and Terminal Posts

All posts shall be as described in Part 2 section 2 paragraph B. Except for PVC-coated finish. Finish shall be in accordance with ASTM F 1234.

Apply supplemental color coating of 10-14 mils of thermally fused PVC in black.

C. Line Posts

As described in Part 2 section 2 paragraph C with addition of PVC-coated finish as described in Part 3 section 2 paragraph B.

D. Top Rails and Braces

As described in Part 2 section 2 paragraph D with addition of PVC-coated finish as described in Part 3 section 2 paragraph B.

E. Caps, Hardware and Misc.

As described in Part 2 section 2 paragraph E with addition of PVC-coated finish (for all applicable items) as described in Part 3 section 2 paragraph B.

F. Barbed Wire and Supporting Arms

As described in Part 2 section 2 paragraph F with addition of PVC-coated finish as described in section 3.02 paragraph B. Wire barbs shall not have PVC-coating.

G. Concrete

As described in Part 2 section 2 paragraph G.

H. Gate Frame

As described in Part 2 section 2 paragraph H with addition of finishes as follows. Whenever possible gate frames shall have a PVC-coated finish as described in Part 3 section 2 paragraph B. When it is not feasible for custom made gates to receive a PVC finish they shall have all rough edges and welds sanded smooth, A coat of high quality primer spray applied and two coats of high quality paint spray applied. Paint color shall match PVC-coating color.

I. Gate Fabric

As described in Part 2 section 2 paragraph I.

J. Gate Hardware

As described in Part 2 section 2 paragraph J.

K. Gate Hinges

As described in Part 2 section 2 paragraph K.

3. Execution

As described in Part 2 section 3 paragraph A, B and C.

Part 4: Specifications for Ornamental Iron Fence

1. Item to be bid

Contractor's bid price shall include all materials, labor and equipment necessary to construct the fence described below. Fence shall be six feet tall to top pickets. Posts shall be spaced at eight feet on center, pickets shall be spaced at 6 inches on center. Two channel cross rails shall be used at the top of the fence. The first channel shall be located at 4 inches from the top of the pickets; the second shall be 6 inches on center below the first channel. A third channel rail shall be installed 3 inches from the bottom of the pickets. All items shall meet or exceed the following specifications.

2. Products

A. Posts

Shall be fabricated from 4 inch square, 11 gauge tubing.

B. Channel Rails

Shall be 1 inch x 2 inch with holes punched for 5/8-inch square pickets.

C. Pickets

Shall be 5/8-inch square solid iron.

D. Hinges

Shall be structurally capable of supporting gate leaf.

E. Paint

Primer paint shall be red oxide primer. Final paint coat shall be black industrial grade metal paint.

F. Concrete

Concrete for setting posts shall have a minimum 28-day compressive strength of 3,000 PSI.

3. Execution

A. Fabrication

Attach channel to posts with solid welds. Weld pickets at underside of channel on both sides of pickets (entire side) using solid welds. Spot welds are not acceptable. All welds shall be ground to provide uniform, smooth surfaces.

B. Painting

Apply red oxide primer to all surfaces in shop according to manufacturer's instructions. Apply coat of industrial grade black metal paint in shop according to manufacturer's instructions. Apply final paint in field with roller after installation touching up all unpainted areas.

C. Installation

Space line post at 8 feet on center. Concrete set all post in holes bored with a diameter at least 4 times greater than the outside dimension of the post. Holes shall be 42 inches deep. Set post bottoms 36 inches below grade. Place concrete in a continuous pour, trowel finish the surface and slope to direct water away from posts.

D. Gates

Install gates plumb, level and secure for full opening without interference. Attach hardware by means which will prevent unauthorized removal. Adjust hardware for smooth operation.

10. BID PRICING

Bid prices shall include all materials and labor used for a complete, professional installation at any location within Fulton County.

SECTION A CHAIN LINK FENCE

Item #1 Galvanized Chain Link Fence – New

Provide a bid price for this possible project as described in part 2 of the above specifications.

Begin fence at corner of existing warehouse facility. Do not attach post to building. Fence extends around back grassed lawn of property. No clearing is necessary. Total length of fence is 300 feet. Two corner posts are required.

No gates will be installed.

Estimated annual number of similar projects: 3.

(1) \$ _____ **Total Cost** x 3 = \$ _____

Item #2 Galvanized Chain Link Fence Gates – New

Provide a bid price for this possible project as described in part 2 of the above specifications.

An existing six foot height chain link fence exists at a health center. The client desires a four foot width pedestrian gate installed approximately 20 feet from one end of the fence at the same six foot height. Remove the necessary amount of existing fence and install the new gate. Include new gate posts. Assume that the grade is flat.

Estimated annual number of similar projects: 2.

(2) \$ _____ **Total Cost** x 2 = \$ _____

Item #3 Galvanized Chain Link Fencing – Repair

Provide a bid price for this possible project as described in part 2 of the above specifications.

A section of galvanized chain link fence has been damaged at a library facility. A portion of fabric four feet square has been cut on three sides with bolt cutters and folded back to provide passage through the fence. Repair fence back to original secure condition.

Estimated annual number of similar projects: 3.

(3) \$ _____ **TOTAL COST** x 3 = \$ _____

Item #4 Vinyl Coated Chain Link Fence – New

Provide a bid price for this possible project as described in part 3 of the above specifications.

A senior center facility needs black vinyl fencing installed between the existing building and the property line. Do not attach the post to the building. Length of fence is 100 feet. Fence is straight line, no corners.

No clearing required, flat grade exists where fence will be installed.

Estimated annual number of similar projects: 3.

(4) \$ _____ **TOTAL COST** x 3 = \$ _____

Item #5 Vinyl Coated Chain Link Fence and Vinyl Slats

Provide a bid price for this possible project as described in part 3 of the above specifications.

A dumpster pad at a senior center needs fencing to screen the view from visitors. Install black vinyl chain link on three sides of the enclosure. Install double gate on the fourth side – each gate leaf, 6 feet width. Each side of enclosure is 12 feet in length. Install black vinyl slats in chain link fabric on all sides. Set posts in ground. No boring or attachment of posts to hard surface is required. Provide secure latch on gate.

Estimated annual number of similar projects: 2.

(5) \$ _____ **TOTAL COST** x 2 = \$ _____

Item #6 Vinyl Coated Chain Link Fence Repair

Provide a bid price for this possible repair project. This fence is of the type described in part 3 of the attached specifications.

A vehicle has run into a portion of black vinyl chain link fencing. Two posts have been severely bent and cannot be reused. Twenty feet of fabric is damaged and cannot be reused. Top rail is bent and cannot be reused. Repair fence back to original, secure condition.

Estimated annual number of similar projects: 3.

(6) \$_____ **TOTAL COST** x 3 = \$_____

SECTION B ORNAMENTAL IRON FENCE

Item #1 Ornamental Iron Fence – New

Provide a bid price for this possible project as described in part 4 of the attached specifications.

A new parking lot at an office facility needs to be enclosed. No gates will be required. Layout of gate is rectangular shape with one opening for vehicles and sidewalk for pedestrians. Total length of fence is 300 feet.

Estimated annual number of similar projects: 1.

(1) \$_____ **TOTAL COST** x 1 = \$_____

Item #2 Ornamental Iron Fence Repair

Provide a bid price for this possible project as described in part 4 of the attached specifications.

A delivery truck has backed into an existing portion of iron fence. Two posts are bent at 45 degree angles. 15 feet of pickets are bent as well. Repair fence back to original, secure condition.

Estimated annual number of similar projects: 2.

(2) \$ _____ **TOTAL COST** x 2 = \$ _____

11. INVOICING REQUIREMENTS

Invoices submitted against the contract shall include the following information:

- A. Location of delivery.
- B. Date of the delivery.
- C. Purchase order number.

Invoices shall be forwarded only to the Project Manager requesting the service at the following address:

General Services Department, Grounds Division
Attn: Design & Construction (404) 699-4252
125 Willis Mill Road, SW
Atlanta, Ga. 30311

Note: Invoices shall be returned unpaid to the contractor when one of the following conditions exists:

- A. An Invoice does not contain all the required information.
- B. List price on the invoice does not correspond to the bid price.

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

Bidder agrees that when and if this goal cannot be met, no legal action will be taken to force payment, and no interest or penalty will accrue because of the county exceeding the thirty (30) day goal.

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

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

12. INSPECTIONS AND ACCEPTANCE:

All work (which term includes but is not restricted to materials, workmanship) shall be subject to inspection by Fulton County at any reasonable time and place prior to acceptance. Any such inspection is for the sole benefit of Fulton County and shall not relieve the contractor of the responsibility of providing quality control measures to assure the work strictly complies with the contract requirements. No inspection by Fulton County shall be construed as constituting or implying acceptance. Inspection shall not relieve the contractor of responsibility for damage to or loss of property, material, etc., prior to final acceptance of services completed.

The contractor shall without change, replace any material or correct any workmanship found by Fulton County not to conform to the contract requirements unless in the public interest, Fulton County consents to accept such material or workmanship with an appropriate adjustment in contract price. The contract shall promptly segregate and remove rejected material from the premises at the contractor's expense.

If the contractor does not promptly replace rejected material or correct objected workmanship, Fulton County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the contractor.

Unless otherwise provided in this contract, acceptance by Fulton County Government shall be made as promptly as practicable after completion and inspection of all work required by this contract or that portion of the work that Fulton County determines can be accepted separately.

13. FINAL ACCEPTANCE:

The technical point of contact will make a determination that the work of the contractor is complete and acceptable in accordance with the provisions of the contract documents.

In the event that the final inspection reveals deficiencies in meeting the contract requirements, the contractor shall complete all remaining items of work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the contractor that the work is complete and ready for re-inspection, the technical point of contact will make a final inspection.

The contractor shall be notified in writing by Fulton County of final acceptance of the work. The date of final acceptance shall be the termination date for the contractor's liability for the physical properties of the project.

14. SILENCE OF SPECIFICATIONS:

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

15. REFERENCES

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

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

16. BUSINESS LICENSE

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

17. RENEWAL

Fulton County reserves the right to renew this contract for one (1) additional twelve (12) month period pending availability of departmental appropriated funding, compliance with County rules/performance. Option year price increases shall not exceed the consumer price index (CPI)

as 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 items" for the Atlanta metropolitan area.

18. THE USE OF SUBCONTRACTORS

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

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

In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the Contractor's Work and shall be performed by contractor working directly for the County.

19. BID SUBMITTALS

Bidder(s) shall submit the documents stated below with their bid package:

1. Submit an original and two (2) copies of bid package.
2. Submit proof of ability to provide insurance.
3. Submit a copy of current business license.
4. Submit a minimum of three (3) references
5. Submit any other appropriate documents applicable to bid specifications.

Failure to submit the items stated above may grounds to deem a bidder's bid as being non-responsive and disqualify your bid for award.

End of Specifications

**SAMPLE CONTRACT BETWEEN FULTON COUNTY
AND _____**

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

WITNESSETH:

WHEREAS, the County, through its General Services Department, has identified the need for **Fencing Installation and Repair for Fulton County facilities**;

WHEREAS, the County by and through its General Services Department, has determined that this need can best be met by retaining the services of a **Fencing Installation and Repair** contractor;

WHEREAS, the County requested a formal bid for **Fencing Installation and Repair Services** at various facilities;

WHEREAS, the County and Contractor desire to enter into a contract for provision of such services, the scope of services, which is more specifically defined in Article III 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 inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not 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 The term of this Contract shall commence on date of award and continuing twelve (12) consecutive months without further obligation of the County.

However, subject to availability of funding, Board of Commissioner's approval, and Contractor's continuing satisfactory performance, this Contract may renew for one (1) additional year.

ARTICLE III - SCOPE OF WORK

Paragraph 3.0 The County retains Contractor and Contractor accepts retention by the County to render **Fencing Installation and Repair Services for Fulton County facilities**, as specified by Fulton County Invitation to Bid (ITB) #_____, Contractor's bid 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. ITB #_____ is hereby attached and incorporated herein as Attachment A. Contractor's bid is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide **Fencing Installation and Repair Services for Fulton County facilities** as specified in Attachment A. Fulton County reserves the right to add and/or delete facilities pursuant to a formal change order as required by Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

Paragraph 3.1 Contractor shall commence providing Fencing Installation and Repair services as stated in the Invitation to Bid (ITB #_____) and Contractor's own response to that bid (**Attachments A & B respectively**). In the event

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

Paragraph 3.2 Any additional services that are to be performed by Contractor and not included in the ITB or the bid response must be approved by the County in advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in the bid response.

Paragraph 3.3 The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service shall not relieve Contractor of the obligation to perform.

ARTICLE IV - AUDIT

Paragraph 4.0 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 4.1 The County's authorized representative shall have the right to supervise the Fencing Installation and Repair services performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective Grounds Landscape Architect will be the County's authorized representative.

Paragraph 4.2 Contractor agrees to include audit requirements specified in Section 4.0 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 V - COMPENSATION FOR SCOPE OF WORK

Paragraph 5.0 The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$_____ from date of award and continuing for twelve (12) consecutive months.

Paragraph 5.1 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 5.2 Contractor shall submit monthly invoices for work performed during the previous calendar month to the Grounds Landscape Architect, Fulton County Grounds Division, 125 Willis Mill Rd., S.W., Atlanta, Ga. 30311. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Paragraph 5.3 Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 6.0 **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 VII – TERMINATION FOR CAUSE

Paragraph 7.0 If through any cause, Contractor shall fail to perform the Landscape Maintenance services as specified in Contract, including the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, 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. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

ARTICLE VIII – TERMINATION FOR CONVENIENCE

Paragraph 8.0 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. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 8.1 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.

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 Bid 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 constitutes 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:

Dellia Collier
Assistant Director,
Fulton County Grounds Division

125 Willis Mill Rd., S.W.,
Atlanta, Ga. 30311

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.

Contractor's Names
Owner
Contractor's Company Name

Contractor's
Address

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.

For Company's Name

Contractor's Name
Owner

(seal)

Approved as to Form:

Attest:

Office of the County Attorney

Mark Massey (seal)
Clerk to the Commission

Approved as to Content:

For Fulton County

Willie A. Hopkins, Jr., Director
General Services Department

Karen C. Handel, Chairman
Board of Commissioners

NONCOLLUSION AFFIDAVIT OF BIDDER (FC Sec 2-320, (11))

State of _____)
)ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent) of _____,
the Bidder that has submitted the Bid;
- (2) He is fully informed respecting the preparation and contents of the bid and of all pertinent circumstances respecting such bid;
- (3) Such Bid is genuine and is not a collusive of sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the bid has been submitted or refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the Bid or of any other bidder, or to fix any overhead, profit or cost element of the bidding price or the bidding price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

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

Title

My commission expires _____

(Date)

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR (FC Sec 2-320, (11))

State of _____)
)ss.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent)
of _____, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Bid submitted by the Subcontractor to _____, the Contractor for certain work connection with the _____ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Bid is genuine and is not a collusive of sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____ 200____.

Title

My commission expires _____

(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

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

Company:

Signature:

Name:

Title: _____ Date:

(CORPORATE SEAL)

FULTON COUNTY BIDDING GENERAL REQUIREMENTS**NOTICE TO ALL BIDDERS (FORM 99)**

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 MUST BE FULLY COMPLETED AND RETURNED WITH THE BID UNLESS OTHERWISE SPECIFIED IN WRITING BY THE PURCHASING DEPARTMENT. TYPE OR NEATLY PRINT THE DATE, COMPANY NAME, AND THE FULL LEGAL NAME AND TITLE OF THE PERSON(S) SIGNING THE BID IN THE PLACE PROVIDED AT THE BOTTOM OF EACH BID SHEET. ANY ADDITIONAL SHEETS SUBMITTED MUST CONTAIN THE SAME SIGNATURE AND BIDDER INFORMATION.
2. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. 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 INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS WHICH ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING AND LAND DEPARTMENT AGENT, 130 PEACHTREE STREET, S.W., SUITE 1168, ATLANTA, GA 30303, BY THE DESIGNATED DATE AND TIME. NO LATE BIDS WILL BE ACCEPTED FOR ANY REASON. BIDDER MAY CALL (404) 730-5800 FOR ANY QUESTIONS ABOUT PURCHASING PROCEDURES.
6. IF A BIDDER CHOOSES NOT TO RESPOND TO A BID REQUEST, BIDDER MUST RETURN A COPY OF THE BID REQUEST STATING ON THE OUTSIDE OF THE ENVELOPE "NO BID" AND INDICATING WHETHER THE BIDDER WISHES TO REMAIN ON FULTON COUNTY'S BIDDER LIST.
7. 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 IN 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.
8. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.
9. ALL PRICES BID MUST BE AUDITED BY THE BIDDER TO ENSURE CORRECTNESS BEFORE 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.

- 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 TOTAL LUMP SUM BID FOR GROUPS OF ITEMS. IN THE EVENT 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.
11. 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 BY THE INVITATION TO BID, PURCHASE ORDER, BID, CONTRACTOR'S WARRANTY AGREEMENT, MAINTENANCE AGREEMENT, AND/OR OTHER CONTRACTOR-PROVIDED AGREEMENTS. A BIDDER MAY SUBMIT ONLY ONE BID RESPONSE FOR EACH SPECIFIC BID NUMBER UNLESS OTHERWISE AUTHORIZED IN THE SPECIFICATIONS.
 12. 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.
 13. ALL ITEMS BID MUST BE NEW. USED, REBUILT OR REFURBISHED ITEMS WILL NOT BE CONSIDERED UNLESS SPECIFICALLY AUTHORIZED BY FULTON COUNTY IN THE WRITTEN SPECIFICATIONS.
 14. 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.
 15. 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.
 16. 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. OTHER PRODUCTS WILL BE CONSIDERED FOR AWARD IF SUCH PRODUCTS ARE IDENTIFIED IN THE BID AND ARE DETERMINED BY THE COUNTY TO MEET ITS NEEDS. 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 ANOTHER 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".
 17. 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 OF EXPENDABLE ITEMS WILL NOT BE RETURNED TO THE BIDDERS. SAMPLES MUST BE PLAINLY TAGGED WITH FULTON COUNTY'S BID NUMBER, ITEM NAME, MANUFACTURER, AND THE NAME OF THE BIDDER.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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 MANUFACTURER'S WARRANTIES MUST BE PASSED THROUGH TO FULTON COUNTY. THE BIDDER AND NOT FULTON COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER OR THE WARRANTY SERVICE PROVIDER DURING THE WARRANTY PERIOD AND SUPERVISING THE COMPLETION OF THE WARRANTY SERVICE TO THE SATISFACTION OF FULTON COUNTY.
23. A SUCCESSFUL BIDDER PROVIDING ANY EQUIPMENT WHICH REQUIRES FITTING AND ASSEMBLY 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.
24. A SUCCESSFUL BIDDER IS SOLELY RESPONSIBLE FOR DISPOSING OF ALL WRAPPINGS, CRATING, AND OTHER DISPOSABLE MATERIAL UPON DELIVERY OF ITEM(S).
25. 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.

26. 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.
27. ALL BIDDERS MUST COMPLY WITH ALL FULTON COUNTY PURCHASING LAWS, POLICIES, AND PROCEDURES, AND NONDISCRIMINATION IN CONTRACTING AND PROCUREMENT ORDINANCE, 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.
28. A SUCCESSFUL BIDDER WHO 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 WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. 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 "NOT RESPONSIBLE" IN THE FUTURE.
30. 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.
31. 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 NOR THE MUTUAL EXPECTATION OF AN AWARD OF A CONTRACT OR 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.

32. EVALUATION OF 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.
33. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
34. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND BID OPENING PROCEDURES, O.C.G.A. 43-14-8.2(H).
35. SILENCE OF SPECIFICATIONS - THE APPARENT SILENCE OF THIS SPECIFICATION, AND ANY SUPPLEMENT THERETO, AS TO DETAILS, OR 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.
36. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL INITIATED OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATIONS 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.
37. 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.
38. 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 NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
39. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR ENTITIES AUTHORIZED TO EXECUTED DOCUMENTS OR OTHERWISE BIND THE JOINT VENTURE IN ALL TRANSACTIONS WITH FULTON COUNTY, OR BE ACCOMPANIED BY A DOCUMENT, BINDING UPON THE JOINT VENTURE AND ITS CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

CERTIFICATION REGARDING DEBARMENT

- (1) **THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.**

- 2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDING A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.
- (3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

(FC CODE SEC. 2-322. DEBARMENT). (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, OR JOINT VENTURE, HOWEVER DESIGNATED OR 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 CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION 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 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 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 SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;
- (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 BASIS FOR SUSPENSION;

C. MATERIAL MISREPRESENTATION 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) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.

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

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 that Fulton County Government 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 without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek 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 the bid. 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 Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within 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 Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. **Failure to provide this information shall result in the Bid being deemed non-responsive:**

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

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

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G)

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 therefrom,
- 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. In addition, if subcontractors will be utilized by the bidder 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
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

ITB/RFP NUMBER: _____

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

- 1. My firm, as Prime Bidder 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 is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

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

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

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

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

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Small Business Enterprise 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 Owner, 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 Owner 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 Owner 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)

Signature _____

Title _____

Date _____

(Subcontractor)

Signature _____

Title _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder **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 _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder 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**RFP 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): _____

PRINCIPAL OFFICE ADDRESS: _____

CITY/STATE/ZIP: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

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

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

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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 AVOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

Date: _____

(Signature of Affiant)

(Printed Name)

Date: _____

(Signature of Affiant)

(Printed Name)

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

State of _____ :

County of _____ :

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

_____, _____, the
aforementioned officers, personally appeared known to me to be an authorized company
representative described in the foregoing Affidavit and acknowledge that he (she) executed the
same in the capacity therein stated and for the purpose therein contained.

Notary Public

(Notary Seal)
Signature

Commission Expires

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)