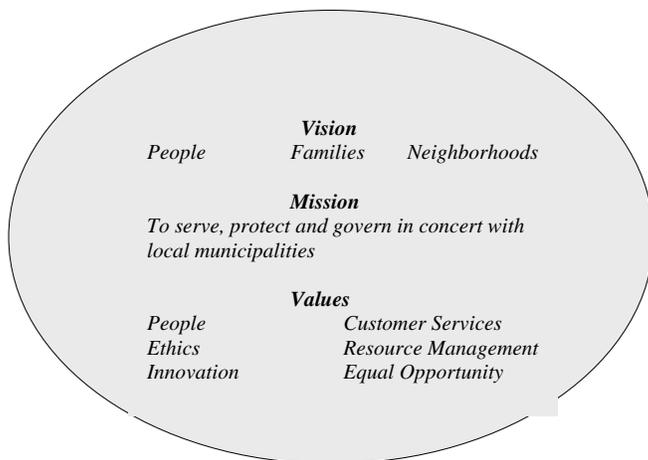




# FULTON COUNTY



## INVITATION TO BID NO. 08ITB58217YC-AP

### 800 Mhz Trunked Radio System And Microwave System Maintenance

#### For Emergency Services Department

**Last Day to Submit Questions: October 19, 2007**

**Due Date: October 31, 2007 11:00 A.M.**

**PURCHASING CONTACT: Al Micah Phillips at (404)-730-4214**

**E-MAIL: [almicah.phillips@co.fulton.ga.us](mailto:almicah.phillips@co.fulton.ga.us)**

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

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## INVITATION TO BID

### 800 MHz Trunked Radio System and Microwave System Maintenance

#### SECTION 1

##### 1.0 **Purpose:**

Fulton County is soliciting bids from qualified vendors to provide 800 MHz Trunked Radio System and Microwave System Maintenance for the Emergency Services Department during a twelve (12) month calendar period. Price increases for renewal periods 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.

##### 1.1 **Bid Document**

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

##### 1.2 **Term of Contract:**

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

##### 1.3 **No Contact Provision**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

#### 1.4 **Bid Contact**

Information regarding the bid, either procedural or technical, may be obtained by contacting AlMicah Phillips, Assistant Purchasing Agent: [almicah.phillips@co.fulton.ga.us](mailto:almicah.phillips@co.fulton.ga.us), at (404) 730-4214, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

**Fulton County Purchasing Department**  
**Attn: Al Micah Phillips**  
**130 Peachtree Street, S.W. Suite 1168**  
**Atlanta, GA 30303**  
**Phone: (404) 730-4214**  
**Fax: (404) 893-1736**  
**Reference Bid # 08ITB58217YC-AP**

#### 1.5 **Bid Opening**

Bids will be opened in public and read aloud on **October 31, 2007 at 11:00 A.M., local time** in the Fulton County Purchasing Department's bid room, located at 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Bids received after 11:00 A.M., will be considered late and will be returned to the bidder unopened. Bidders may, at their discretion, attend the bid opening. **Bidders are to submit three (3) copies, one (1) originally signed and two (2) copies.**

## 1.6 Proposal Due Date

All Bids are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, and 130 Peachtree Street, S.W., Atlanta, Georgia 30303 on or before June 28, 2006 at 11:00 A.M., legal prevailing time. All submitted bids will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any bid received after this appointed schedule will be considered late and subject to be returned unopened to the bidder. The bid due date can be changed only by addendum.

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

## 1.7 Delivery Requirements

Any bid received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Purchasing.

## 1.8 Basis of Award

The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for 08ITB58217YC-AP."

## SECTION 2

### FULTON COUNTY PURCHASING DEPARTMENT

#### BID GENERAL REQUIREMENTS

##### 800 Mhz Trunked Radio System And Microwave System Maintenance

- 2.0** The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.
1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
  2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder
  3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation
  4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separated sealed envelope or package.
  5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent  
Fulton County Purchasing Department  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current

solicitation is strictly prohibited in accordance with Fulton County "No Contact" Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

6. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
7. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
8. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
9. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
10. 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.
11. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

12. 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.
13. 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.
14. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact Equivalent: or "alternate". The factors to be considered are function, design, materials, construction, workmanship, workmanship finishes, operating features, overall quality, local services facilities, warranty terms and service and other relevant features of item(s) Bid.
15. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
16. 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.
17. 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.

18. 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.
19. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
20. As a successful Bidder providing any equipment which requires fitting and assembly the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer 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.
21. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
22. 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.
23. 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.

24. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
25. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
26. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
27. 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.
28. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
29. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law ( O.C.G.A 36-91-1 et seq) may withdrawn as follows:

Competitive sealed Bids (Bid) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At

the end of this time period the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

30. In the evaluation of the Bids, any award will be subject to the Bid being:
  - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
  - B. Lowest cost to the County over projected useful life.
  - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
31. All bids and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
32. All bids and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
33. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
34. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically

authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
35. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
36. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

## 2.1 Definition of Purchasing Terms

**Addenda** - the plural of addendum.

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

**Advertisement** - public notice inviting bids shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website @ [www.co.fulton.ga.us](http://www.co.fulton.ga.us) , under "Bid Opportunities".

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

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

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

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

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

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

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

**Collusion** – a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

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

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

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

**Days** - "Days" shall mean calendar days.

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

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

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

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

**May** - denotes permissive.

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

**Offeror** – a person making an offer.

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

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

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

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

**Shall** - denotes imperative.

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

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

## **2.2 Clarification and Interpretations**

Bidders may submit requests for clarifications or interpretations regarding this ITB. Bidders must prepare such requests in writing for the County's consideration as set forth in this section of this ITB. While the County has not placed an initial limitation on the number of requests which can be submitted, Bidders are cautioned that if Bidders do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **October 19, 2007 at 5:00 PM**, local prevailing time. Bidders are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the bidder of any obligations or conditions required by this ITB.

Request for clarification or interpretation regarding this ITB shall only be submitted in writing (letter, fax or email) to:

Al Micah Phillips, Assistant Purchasing Agent  
Department of Purchasing  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 893-1736  
[almicah.phillips@co.fulton.ga.us](mailto:almicah.phillips@co.fulton.ga.us)

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this ITB to all persons registered with the County to have received a copy of the ITB.

No oral interpretation, instruction, or information concerning this ITB given by any employee or agent of the County shall be binding on the County. Bidders who submit a bid in reliance on any such oral information risk having their response to this ITB deemed non-responsive by the County. Only written responses issued by addendum to this ITB should be considered by the bidders.

During the period provided for the preparation of bids, the County may issue addenda to this ITB. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this ITB. Additionally, the addenda will be posted on the Fulton County website, [www.co.fulton.ga.us](http://www.co.fulton.ga.us). These addenda will be issued by, or on behalf of, the County and will constitute a part of this ITB. Each bidder is required to acknowledge by submitting an executed acknowledgment form included with this bid. This acknowledgment shall include all addenda distributed prior to the bid submission date. All responses to this ITB shall be prepared with full consideration of the addenda issued prior to the bid submission date.

### **2.3 Right to Reject Bids**

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

### **2.4 Disqualification of Bidders**

The submission of more than one (1) bid to the County as the primary Bidder or member of a joint venture for the same bid by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a bidder and the rejection of the bid.

### **2.5 Applicable Laws**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

### **2.6 Examination of Contract Documents**

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

## **2.7 Termination**

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

## **2.8 Indemnification and Hold Harmless Agreement**

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreements.

## **2.9 Irrevocable Offer**

No bid may be modified, withdrawn, or cancelled by the bidder for sixty (60) days following the date and time designated for receipt of bids, and each bidder so agrees in submitting its bid. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of bids, a bid may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids, provided that it is then fully in conformance with these Instructions to Bidders.

**Required Bid Submittal Check List for Invitation to Bid (ITB)  
Reference Bid #08ITB58217YC-AP, 800 MHz Trunked Radio System and  
Microwave System Maintenance.**

**The following submittals shall be completed and submitted with each bid (see table below “Required Bid Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.** Submit one (1) Original bid, signed and dated and 3 (√) complete copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	Bid Form – <b>submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder.</b> All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum	
3	Bid Bond (separate envelope if Public Works Construction project)	
4	Purchasing Forms Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Certificate Regarding Debarment Form D - Corporate Certificate Form E - Disclosure Form & Questionnaire Form F - Georgia Utility License (For Public Works Construction project)	
5	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form	

**ALL OF THE IDENTIFIED FORMS ABOVE MUST BE RETURNED WHETHER OR NOT THEY ARE TO BE UTILIZED BY THE BIDDER.**

**BID FORM**

**Bid 08ITB58217YC-AP  
800 MHz Trunked Radio System and Microwave System Maintenance**

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

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

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

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

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

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_  
**(Dollar Amount in Numbers)**

\_\_\_\_\_  
**(Dollar Amount in Words)**

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

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

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

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

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

Signed by: \_\_\_\_\_

**[Type or Print Name]**

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

## **SECTION 3**

### **PURCHASING FORMS & INSTRUCTIONS**

#### **3.1 Introduction**

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

#### **Procurement Affidavits**

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

### **3.2 Procurement Affidavit Forms Description**

The following paragraphs present an overview of each Procurement Affidavit Form required.

#### **3.2.1 Certification Regarding Debarment**

Bidder shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

#### **3.2.2 Non-Collusion Affidavit**

The Bidder shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Bids developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Bid Form 2B which shall also be submitted with the bid.

#### **3.2.3 Certificate of Acceptance of Invitation to Bid Requirements**

Bidder shall complete and submit Form 3, which certifies that Bidder has read the solicitation including all addenda, exhibits, attachments and appendices.

#### **3.2.4 Contractor and Proposer's Disclosure Questionnaire**

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA  
COUNTY OF FULTON

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

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

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

CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_\_ To \_\_\_\_\_ Inclusive, Including Addendum(s) \_\_\_\_ To \_\_\_\_, And/Or Appendices \_\_\_\_ To \_\_\_\_, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

## CERTIFICATION REGARDING DEBARMENT

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

### INSTRUCTIONS FOR CERTIFICATION

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

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

### DEBARMENT ORDINANCE

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

#### **Authority to suspend.**

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**Causes for Suspension. The causes for suspension include:**

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

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

### **LITIGATION DISCLOSURE:**

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
  - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:    YES                      NO                      YES                      NO

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

Circle One: YES NO YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other Federal, State or Local Government, or private entity during the last three (3) years?

Circle One: YES NO YES NO

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

Circle One: YES NO YES NO

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

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

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

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the

bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007

(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

Commission Expires \_\_\_\_\_  
(Date)

## DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

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

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Company Name: \_\_\_\_\_

I certify that the above classification is true and correct.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

**Instructions:**

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

**STATE OF GEORGIA  
COUNTY OF FULTON  
GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

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

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

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

## **GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

### **Instructions:**

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

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

**STATE OF GEORGIA  
COUNTY OF FULTON**

**GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

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

## CONTRACT COMPLIANCE REQUIREMENTS

## 4.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

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

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

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

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

## 4.2 REQUIRED FORMS AND EBO PLAN

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

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

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

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

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

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We \_\_\_\_\_,  
Name

\_\_\_\_\_  
Title Firm Name

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

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

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

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

**EMPLOYEES**

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

**FIRM'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**This completed form is for (Check one)**

Bidder/Proposer       Subcontractor

**Submitted by:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP NUMBER:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

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

\_\_\_\_\_

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

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

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

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

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

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

**SUBCONTRACTOR NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_

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

**SUBCONTRACTOR NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_

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

**SUBCONTRACTOR NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_

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

**SUBCONTRACTOR NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_  
**ETHNIC GROUP\*:** \_\_\_\_\_ **COUNTY CERTIFIED\*\*** \_\_\_\_\_  
**WORK TO BE PERFORMED:** \_\_\_\_\_  
\_\_\_\_\_

**DOLLAR VALUE OF WORK:** \$ \_\_\_\_\_ **PERCENTAGE VALUE** \_\_\_\_\_ %

---

**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** \_\_\_\_\_ %

---

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

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

Signature/Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_



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

\_\_\_\_\_ 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/proposer states the following:

1. That the bidder/proposer 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/proposer 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 decision made by the bidder/proposer 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**

**ITB/RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

a. **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_

\_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_

\_\_\_\_\_ **Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_

\_\_\_\_\_ **Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
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 estimated 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 Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared

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

**EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing 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 of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>				
<b>FROM:</b>		<b>PROJECT NUMBER:</b>				
<b>TO:</b>		<b>PROJECT LOCATION:</b>				
<b>PRIME CONTRACTOR</b>		<b>Contract Award Date</b>	<b>Contract Award Amount</b>	<b>Change Order Amount</b>	<b>Contract Period</b>	<b>% Complete to Date</b>
<b>Name:</b>						
<b>Address:</b>						
<b>Telephone #:</b>						

**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)

Notary: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Date: \_\_\_\_\_

**INSURANCE INFORMATION/REQUIREMENTS**

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

## Insurance and Risk Management Provisions

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance BY ACCIDENT - EACH ACCIDENT -\$500,000.  
 Employer's Liability Insurance BY DISEASE - POLICY LIMIT -\$500,000.  
 (Aggregate) BY DISEASE EACH EMPLOYEE -\$500,000.

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

Bodily Injury and Property Damage Liability 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	Limits	-\$1,000,000
Fire Damage	Limits	-\$100,000

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

8. **BUILDERS RISK**

*(If the bid/quotation involves construction-related services the offeror will provide)*  
“All-risk” form of builder’s risk insurance providing coverage against loss or damage by fire or other peril on an “all-risk” form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sublimits:**

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

**Deductibles:**

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

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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

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

Such certificates and notices shall be sent to:

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.**

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

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SPECIFICATIONS**

**Radio System Maintenance: Trunked Radio & Microwave Maintenance**

1. Contractor agrees to service and maintain, in good operating condition, for Fulton County, the radio communication equipment owned by Fulton County and included in the attached equipment inventory, as well as any such equipment which may be purchased during the term of the contract.
  
2. Response to service requests
  - A. Normal service: contractor will not be required to perform "normal period" service during holidays which are observed by Fulton County. Normal period service shall be provided upon request during the period 8:00 a.m. to 5:00 p.m. Monday through Friday. Equipment that requires twenty-four (24) hour service, seven days a week is marked in the item listings "the system equipment - monthly maintenance". All other equipment will be maintained during normal working hours, excluding county holidays. Successful service contractor shall, at the county's option, be called upon to respond at once to emergency service calls during the course of a "normal service" work day. Service contractor shall provide unscheduled, on-call remedial service as required following notification that the equipment is inoperative. He shall provide continuous effort (including, but not limited to, the procurement of parts, test equipment, and/or additionally required documentation), until equipment is fully restored to normal operation.
  
  - B. "Off-hour" service: contractor shall be required to respond at once to requests for emergency service outside the normal work day time period. County calls for "off-hour" emergency service shall not be subject to any time limits or exclusions and such emergency service shall be available for county use twenty-four (24) hours a day, for every day the contract remains in effect.
  
  - C. Remote diagnostic service: calls for remote diagnostic service shall be answered typically within one (1) hour, except for causes beyond the control of the service contractor.
  
  - D. List of holidays observed by Fulton County

NEW YEAR'S DAY  
MARTIN LUTHER KING'S BIRTHDAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY

VETERAN'S DAY  
THANKSGIVING DAY  
DAY AFTER THANKSGIVING DAY  
CHRISTMAS EVE  
CHRISTMAS DAY

3. County service calls -- whether during "normal service" work day time(s) or during time(s) of holidays or "off-hour" periods --shall be given priority by the service contractor.
4. Personnel employed by the service contractor must be fully qualified to perform all service, maintenance, and installation (if required), in a professional manner according to the standards established by equipment manufacturers and in accordance with requirements of Fulton County. Further, all county installations must meet or exceed the requirements of the Electronics Industry Association (EIA) and the Federal Communications Commission (FCC), which are current at the time of the installation. All repair/maintenance work shall be done by factory trained service technicians located within the county. The successful contractor shall have in his employ at least four (4) technicians, one or more of whom shall have had at least five years experience in the installation and maintenance of two-way radio equipment, and an FCC License to repair communications equipment and shall include one or more who shall have had Motorola training and certification to perform all maintenance on the Motorola equipment specified herein. The successful bidder must be an independently owned, fully authorized, Motorola service shop (mss).
5. Inspection report: it is incumbent upon successful contractor to inspect any and all equipment within sixty (60) days after an award of contract, to determine equipment condition. Contractor shall then issue a written report to the county and shall list in the report any major equipment problems or equipment delinquencies found during such inspection, sending report to the communications director: Mr. Alfred R. Moore, Fulton County Emergency Services Department, 130 Peachtree SW., Suite 3147, Atlanta, GA 30303, telephone number (404) 730-7900.
6. Remote diagnostics: remote diagnostics as available from equipment manufacturer(s) must be included in the service/maintenance agreement as part of the service available. Remote diagnostics may be used at the discretion of the service contractor, or upon request by Fulton County.
7. Contract termination: the contract resulting from the award may be terminated for cause by either party upon ninety (90) days written notice. If not terminated by either party, the contract shall run for the period from date of award through December 31, 2008.

8. Software updates: the service contractor must keep "up-to-date" in regard to any new software updates and/or types produced by manufacturer(s) which should be provided to the county by equipment manufacturer(s) as a part of the procurement package. County approval must be obtained before the installation of any software updates and/or types. Upon county approval of such update, it shall be the responsibility of the county to obtain from manufacturer(s) any software license agreement(s), and provide such for the service contractor's use.
9. The service contractor shall provide scheduled preventive maintenance and normal service based on the specific needs of the equipment, and as recommended by the manufacturer, and provide such service within the "normal service" time period, as already described. Service manuals and parts lists of equipment shall be provided to the Emergency Services Director by the manufacturer as a part of the procurement package. Such manuals, recommendations, lists shall in any event become an integral part of this contract.
10. Service contractor shall install field engineering change orders as recommended by the equipment manufacturer and approved by the county. Such installation shall be done during the "normal service" time period, as described above.
11. Any problems encountered in obtaining manufacturer's support should be reported to the Emergency Services Director.
12. Potential service contractor must be capable of maintaining a "SmartNet" type II trunking system, as well as ASTRO Digital P25 system.
13. Service contractor shall provide verification of reproducible software malfunctions identified and verified by Fulton County in the equipment inventory (including any communication equipment purchased during the period of this contract).
14. Troubleshooting: the service contractor shall notify Fulton County when system malfunctions originate in equipment or systems related to communications (even if not within his responsibility to service).
15. County approval in writing shall be obtained before replacement of any part which costs more than one thousand dollars (\$1,000.00).
16. Only parts of quality not less than that of original equipment will be used for repair and/or maintenance. Fulton County reserves the right to be the final judge as to type and quality. The decision of the county shall be final.
17. Contractor shall be responsible for equipment and component parts in his possession.

18. Service contractor shall maintain at his facility a stock of spare parts to allow rapid restoration of service. A level of parts shall be stocked locally in sufficient quantities in order to meet normal equipment outages. Service contractor shall obtain non-stocked parts as rapidly and expeditiously as possible.
19. A written, scheduled preventive maintenance program for all equipment shall be established by the successful bidder with the approval of Fulton County.
20. Equipment shall be inspected and adjusted periodically as required, but not less than once every six months. Service contractor shall provide the Emergency Services Director a monthly report of preventive maintenance routines planned, and those not met, if service did not occur. Examples of preventive maintenance, checks and adjustments:
  - a. Transmit units
    - (1) alignment of circuits
    - (2) check and adjustment of power outputs
    - (3) loading of unit to antenna
    - (4) check of modulation
    - (5) check of wiring and connectors
    - (6) frequency check
    - (7) alignment of microwave antenna
  - b. Receive units
    - (1) check and adjustment of receiver sensitivity and selectivity, when required.
    - (2) check antenna change-over relay when applicable
  - c. Remote control subsets
    - (1) check for correct power supply voltages
    - (2) check and adjust audio levels, when necessary
    - (3) replace defective indicator lamps
    - (4) replace or clean switch contacts, where necessary
21. Contractor will preserve and keep current in a professional manner any material provided by Fulton County at the beginning of the contract period, such as any manufacturers' instruction books, original wiring diagrams and any later modifications, circuit documentation, and lists of replacement parts. Any such material shall remain the property of Fulton County, and shall be returned to the county upon expiration of the contract period.
22. Service contractor shall agree to cooperate fully with Fulton County in conducting such standard manufacturer's tests as are necessary to verify satisfactory operating conditions.

23. Transition to new contractor:
  - (a) All radio equipment shall be put in satisfactory working condition by the outgoing service contractor prior to the expiration of the contract. Satisfactory operating performance in respect to transmitter power output and receiver sensitivity shall be defined as eighty percent (80%) or better.
24. Response to base station and fixed equipment service calls: the service contractor shall begin work within one hour (night or day) after notification that any base station or fixed equipment is malfunctioning, except that on installation or reinstallation contractor will be given one day notice prior to starting work, and thereafter work shall be pursued in a diligent manner.
25. Place and duration of maintenance work base stations and fixed equipment: maintenance work on base stations and other fixed equipment shall be performed at the location of the equipment, and the county shall furnish power at these locations. Work shall proceed in a continuous and diligent manner until satisfactory equipment performance is reestablished.
26. FCC records: applications and statements of fact when required by the Federal Communications Commission must be subscribed to by the county, and the county is responsible for meeting FCC requirements. However, the service contractor will provide at no cost to the county the forms, advice, and technical assistance, including frequency, modulation, and power measurements to aid in meeting these requirements. A copy of each such frequency and modulation check shall be filed with the license of the equipment to which it pertains, and a copy shall be retained by the service contractor.
27. Interruption of communications: the county shall notify the service contractor in the event of the failure of any unit or of repairs needed. If the service contractor fails to repair the unit within a reasonable time, the service contractor shall be liable for any interruption affecting the use of or transmission through the equipment maintained, to the extent of a pro rata allowance based on the fee(s) charged for such repairs, to the extent that such interruption of communications is attributable to the fault of the service contractor. Service contractor shall have no liability under this contract for equipment failure due directly or indirectly to causes beyond his control and outside of any fault or negligence of the service contractor, including - but not restricted to - acts of nature, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather conditions, and tampering by unauthorized persons.
28. Records: records shall be maintained by the service contractor in an orderly manner. Records of calls and service and/or maintenance performed must list

location, labor time, parts used (if any), and invoices shall be properly prepared in accordance with county instructions and requirements.

29. Service contractor shall provide adequate technical information and training to his personnel on a continuous basis on all equipment to be serviced in order to ensure a high level of competence.
30. System engineering assistance: in event of system expansion, new system requirements, or multi-system frequency compatibility, system engineering assistance shall be provided on a no-charge basis.
31. Support: a supervisor's name and telephone number shall be provided to the county contact on this contract, in addition to the emergency telephone numbers to be given to county communications personnel. Such supervisory person shall be responsible for providing the Emergency Services Director with maintenance reports and general liaison. Service contractor's personnel shall give support and advice to county communications personnel when necessary.
32. Laws and regulations: this agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction. All terms, conditions, etc., of this contract are governed by the laws of the State of Georgia.
33. Waiver: failure or delay on the part of the service contractor or Fulton County to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
34. Amendment: no revision of this agreement shall be valid unless made in writing and signed by the Director of the Fulton County Purchasing Department and the service contractor.
35. Silence of specifications: the apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the highest commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with county interpretation to prevail.
36. It is the responsibility of the bidder, and incumbent upon him, to inspect equipment covered by this invitation to bid. Telephone the county contact, Mr. Alfred R. Moore, telephone: 404-730-7900, Fulton County Emergency Services Department, 130 Peachtree Street, S.W., Suite 3147 Atlanta, GA 30303, at least 24 hours in advance, to make an appointment to inspect equipment.

37. It is also the responsibility of the bidder, and incumbent upon him, not to communicate with any Fulton County employee or communications employees in reference to this invitation to bid.

**General Provisions Section**

- i. Bidder affirms that the bid submitted meets the exact specifications.

Yes \_\_\_\_\_ (161a) no \_\_\_\_\_ (161b)

If "no", explain in detail the deviations or exceptions. Use additional sheet(s) if necessary (161c)

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- ii. Any award made as a result of this bid will be for the calendar year 2006, effective from date of award, through December 31, 2006. Fulton County reserves the right to renew this contract for one additional twelve (12) month period (2007) pending availability of departmental appropriated funding, compliance with county rules/, contract terms/conditions, and satisfactory contractor 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.

Comply: yes \_\_\_\_\_ no \_\_\_\_\_

- iii. The contract will provide for the normal requirements of Fulton County on an "as needed" basis. Articles or services will be ordered at such time and in such quantities as may be needed. Contractor is obligated to deliver all articles and services that may be ordered during the contract term at the unit prices bid.

- iv. Warranty and/or guaranty: the bidder will state below or will include a separate letter attachment which fully explains the conditions of warranty and/ or guaranty. If no warranty and/or guaranty is applicable, it must be so stated. Note: failure to respond to the requirements of this paragraph may result in the bid being rejected.

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v. Contractor's hold harmless agreement (bidder enter his full legal firm name on the blank lines below):

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shall be responsible from the time of signing the contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the county.

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shall exonerate, indemnify and save harmless the county from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this contract or by conditions created thereby or arising out of or in any way connected with work performed under this contract and shall assume and pay for, without cost to the county, the defense of any and all claims, litigation, and actions suffered through any act or omission of

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or

Any subcontractor or any person directly or indirectly employed by or under the supervision of any of them.

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expressly agrees to defend against any claims brought or actions filed against the county where such claims or actions involves in or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

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shall furnish the following insurance requirements along with bond and contract documents sent to the county for execution.

vi. Insurance requirements (to be furnished by successful bidder only): insurance must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County.

a. The successful bidder agrees, prior to the beginning of any work, to furnish the following:

1. Certificate from insurance company showing issuance of workers compensation coverage for the State of Georgia or a certificate from Georgia Workers Compensation Board showing proof of ability to pay compensation directly.
2. Letter from Secretary of Georgia Workers Compensation Board stating insured employer has complied with workers compensation statutes.

b. The successful bidder shall maintain such other insurance - at bidders own expense - as shall protect themselves and Fulton County from any claims for property damage or personal injury (including death) which may arise out of operations under this contract. The successful bidder shall furnish Fulton County with certificates and policies of such insurance as shown below.

1. Owner's protective liability insurance, taken out in the name of Fulton County as the insured.

Personal Injury - including death - with limits of at least \$100,000 for each accident.

Property Damage - with limits of at least \$50,000 for each accident and \$100,000 for the aggregate of operations.

Disposition - original policy must be deposited with owner prior to commencement of work.

2. Contractor's protective liability insurance, taken out in the name of the contractor as the insured.

Personal injury - including death - with limits of at least \$100,000 for each person and \$300,000 for each accident.

Property damage - with limits of at least \$50,000 for each accident and \$100,000 for the aggregate of operations.

Disposition - certificate of insurance must be delivered to owner prior to commencement of work.

3. Contractor's public liability insurance, taken out in the name of the contractor as the insured.

Personal injury - including death-with limits of \$100,000 for each person and \$300,000 for each accident.

Property damage - with limits of at least \$10,000 for each accident and \$50,000 for the aggregate of operations.

Disposition - certificate of insurance must be delivered to owner prior to commencement of work.

- c. If during the contract period any of these insurance policies are to be cancelled or changed, ten (10) day prior notice must be given to Fulton County via registered or certified mail.
- vii. Successful bidder shall mail insurance documents referenced in "insurance requirements" paragraph to:

Fulton County Purchasing Department  
130 Peachtree Street, S.W.  
First Floor - Room 1167  
Atlanta, Georgia 30303

- viii. Record keeping successful bidder will be required to maintain complete records of all work done during the life of the contract, including:
  - a. Individual job records stating location of work, time worked, date of work, name(s) of contractor's service personnel, and signature of Fulton County employee at the location of work, plus amount and type of material used in service/repair work. Work done on items under warranty is to be listed even though it will not be invoiced.
  - b. Invoice charges are to be accumulated and submitted for payment once each month. Each invoice will indicate model and serial number of units repaired and, if practicable, a brief description of work done and materials used.
  - c. Invoices are to be identified by the purchase order number. Invoices are to be signed by the contractor or authorized delegate. Original invoice must be mailed or delivered to:

Fulton County Emergency Services  
Attention: Mr. Alfred R. Moore  
130 Peachtree Street, S.W., Suite 3147  
Atlanta, Georgia 30303

- d. Parts/materials price support documents must be on file at contractor's office for not less than one year after date of invoice. Such records are to be made available to the county if officially requested, to be audited by a designated county auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.
- e. Bidder agrees to maintain records and support documents, and to make them available in the event of county audit request(s).  
yes\_\_\_\_\_ no\_\_\_\_\_

ix. In the selection of the contractor, the county will not only consider the cost, but service experience of the bidder, and other factors which might influence the satisfactory operation and maintenance of county-owned equipment.

x. All orders for unexpected service outside of normal maintenance will be placed through the Fulton County Emergency Services delegated county contact for this contract, and any representatives from other departments that (s)he may designate.

xi. Bidder state below names and license numbers (including by whom licensed), of trained technicians available to provide routine and emergency service:

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xii. Bidder state below telephone number(s) to call when emergency service is required:

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- xiii. Bidder state exact address/location of bidder's repair shop or shops, and the size of each shop in square feet. Shop must be located in the Atlanta area and preferably should be located either centrally in Fulton County or within both the north and south Fulton County service areas.

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\_\_\_\_\_ Square Feet \_\_\_\_\_ Square Feet

- xiv. Bidder list number of service trucks and describe equipment therein:

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- xv. Business license number and by whom issued:

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- xvi. How long in present business?

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- xvii. State experience on ultra high frequency systems, including operation of satellite and comparator systems:

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- xviii. List any similar radio systems for which you are presently performing contract maintenance service, listing name of company, telephone number, and name of person to contact:

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- xix. Indicate below any additional information that would assist the county in considering your quote.

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- xx. Bonds (to be furnished by successful bidder only): if the total bid is \$5,000 or more, the successful bidder is required, as a condition precedent to the execution of the contract, to furnish to Fulton County the following bonds, written by a Georgia agent in a company licensed to write surety bonds in the State of Georgia and acceptable to Fulton County. Bonds are to be made out to Fulton County, Georgia.

- a. Performance bond will be required in the penal sum of 100% of the contract amount. If the contractor fails to perform the requirements of this contract, the sum stipulated in this bond will be forfeited to Fulton County as liquidated damages.
- b. Payment bond will be required in the penal sum of 100% of the contract amount. This bond is for payment of all just for work, tools, machinery, and materials under or for the purposes of the contract and for compliance with the laws appertaining thereto.

- xxi. Each bidder shall agree that in the performance of this contract he will comply with all lawful labor agreements, if any, which said contractor has made with any associations, union, or other persons with respect to wages, salaries, and working conditions so as not to cause inconvenience, picketing, or work stoppage.

- xxii. Each bidder must comply with all applicable aspects of these specifications, the attached minority/female business enterprise form and the form-99 notice to bidders.

- xxiii. Bidders are cautioned to make their bid complete and to furnish all information and detail required by these specifications. Failure to comply may result in the bid being rejected due to incompleteness.
- xxiv. Failure to return all appropriate pages properly executed and in correct numerical order may result in bid being declared invalid.
- xxv. In the event of a price change affecting items listed in this bid, such an increase must be properly documented by the vendor, and a thirty (30) day written notice with proof of percentage increase from the manufacturer will be required before new prices become effective. Fulton County reserves the right to accept the price increase as submitted or cancel the purchase order in whole or in part prior to the effective date of the price increase. Vendor shall agree to hold these prices for the first quarter April 1, 2008.

Yes \_\_\_\_\_ no \_\_\_\_\_

Exceptions to specifications or remarks:

**MAINTENANCE OF 800 MHZ TRUNKED RADIO SYSTEM AND MICROWAVE SYSTEM**

**PART IV: BID PRICES**

Bidder must utilize the following format to submit their price quote.

Bidders Shall Enter All Unit Prices, Make All Extensions, And Total The Bid.

**SECTION I: EMERGENCY COMMUNICATIONS CENTER**

Item #	Description	No. of Units	Unit Price	Total Price
1	Centracom Gold Elite Dispatch Consoles	22	\$	\$
2	Centracom Gold Elite Database Server	1	\$	\$
3	Spectracom Netclock	1	\$	\$
4	Site Lens System	1	\$	\$
5	Site Lens RF Modem Console	2	\$	\$
6	RNC Data Radio Controller	1	\$	\$
7	UDS Modems	12	\$	\$

TOTAL SECTION I: \$ \_\_\_\_\_

**SECTION II: ALPHARETTA SITE**

Item #	Description	No. of Units	Unit Price	Total Price
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1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure Option	1	\$	\$
8	QUANTAR Trunked Repeater	2	\$	\$
9	QUANTAR DATA STATION	1	\$	\$
10	Transmit Combiner	2	\$	\$
11	Receive Multicoupler	1	\$	\$

TOTAL SECTION II: \$ \_\_\_\_\_

SECTION III: MORGAN FALLS SITE

Item #	Description	No. of Units	Unit Price	Total Price
1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure Option	1	\$	\$
8	QUANTAR Trunked Repeater	2	\$	\$
9	QUANTAR DATA STATION	1	\$	\$
10	Transmit Combiner	2	\$	\$
11	Receive Multicoupler	1	\$	\$

TOTAL SECTION III: \$ \_\_\_\_\_

SECTION IV: ROSWELL SCHOOL SITE

Item #	Description	No. of Units	Unit Price	Total Price
1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure	1	\$	\$

	Option			
8	QUANTAR Trunked Repeater	2	\$	\$
9	QUANTAR DATA STATION	1	\$	\$
10	Transmit Combiner	2	\$	\$
11	Receive Multicoupler	1	\$	\$

TOTAL SECTION IV: \$ \_\_\_\_\_

SECTION V: JONES BRIDGE ROAD SITE

Item #	Description	No. of Units	Unit Price	Total Price
1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater	2	\$	\$
8	QUANTAR DATA STATION	1	\$	\$
9	Transmit Combiner	2	\$	\$
10	Receive Multicoupler	1	\$	\$

TOTAL SECTION V: \$ \_\_\_\_\_

SECTION VI: LANDMARK TOWER SITE

Item #	Description	No. of Units	Unit Price	Total Price
1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure Option	1	\$	\$
8	QUANTAR Trunked Repeater	2	\$	\$
9	QUANTAR DATA STATION	1	\$	\$
10	Transmit Combiner	2	\$	\$
11	Receive Multicoupler	1	\$	\$

TOTAL SECTION VI: \$ \_\_\_\_\_

SECTION VII: FIRE STATION #13 SITE

Item #	Description	No. of Units	Unit Price	Total Price
1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure Option	1	\$	\$
8	QUANTAR Trunked Repeater	2	\$	\$
9	QUANTAR DATA STATION	1	\$	\$
10	Transmit Combiner	2	\$	\$
11	Receive Multicoupler	1	\$	\$
12	Passport Terminal	1	\$	\$

TOTAL SECTION VII: \$ \_\_\_\_\_

SECTION VIII: SOUTH ANNEX BUILDING SITE

Item #	Description	No. of Units	Unit Price	Total Price
	(MICROWAVE EQUIPMENT ONLY – INCLUDED IN “VARIOUS SITES” SECTION BELOW)			

SECTION IX: PALMETTO SITE

Item #	Description	No. of Units	Unit Price	Total Price
1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure Option	1	\$	\$
8	QUANTAR Trunked Repeater	2	\$	\$
9	QUANTAR DATA STATION	1	\$	\$
10	Transmit Combiner	2	\$	\$
11	Receive Multicoupler	1	\$	\$

TOTAL SECTION IX: \$ \_\_\_\_\_

SECTION X: BURDETT SITE

Item #	Description	No. of Units	Unit Price	Total Price
1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure Option	1	\$	\$
8	QUANTAR Trunked Repeater	2	\$	\$
9	QUANTAR DATA STATION	1	\$	\$
10	Transmit Combiner	2	\$	\$
11	Receive Multicoupler	1	\$	\$

TOTAL SECTION X: \$ \_\_\_\_\_

SECTION XI: 191 PEACHTREE STREET SITE

Item #	Description	No. of Units	Unit Price	Total Price
1	Remote Site Controller	1	\$	\$
2	UDS Modems	2	\$	\$
3	Ultra High Stability Frequency Standard	1	\$	\$
4	Rubidium Standards GPS	1	\$	\$
5	MSF-5000 Trunked Repeater	10	\$	\$
6	MSF-5000 Trunked Repeater W/Secure Option	1	\$	\$
7	QUANTAR Trunked Repeater w/Secure Option	1	\$	\$
8	QUANTAR Trunked Repeater	2	\$	\$
9	QUANTAR DATA STATION	1	\$	\$
10	Transmit Combiner	2	\$	\$
11	Receive Multicoupler	1	\$	\$

TOTAL SECTION XI: \$ \_\_\_\_\_

SECTION XII: SUPERIOR COURT

Item #	Description	No. of Units	Unit Price	Total Price
	(MICROWAVE EQUIPMENT ONLY – INCLUDED IN “VARIOUS SITES” SECTION BELOW)			

SECTION XIII: VARIOUS SITES

Item #	Description	No. of Units	Unit Price	Total Price
1	SmartNET II Central Site Controller	2	\$	\$
2	QUANTAR Simulcast Repeater – ITAC	15		
3	DigiTAC Comparator	14	\$	\$
4	DigiTAC Comparator Expansion Chassis	14	\$	\$
5	Simulcast Controller Interface Module (SCIM)	14	\$	\$
6	Dual Mode Rectifier	10	\$	\$
7	UDS Modems	19	\$	\$
8	Ultra High Stability Frequency Standard	7	\$	\$
9	T-Bar Controller Transfer Switch	2	\$	\$
10	Tone Remote Adapter Chassis	1	\$	\$
11	D.C. Microwave Circuit Breaker	7	\$	\$
12	Blackbox Modem	10	\$	\$
13	DC Power Supply 45 VDC Converter	20	\$	\$
14	CPU Control Card W/Digital Cross	20	\$	\$
15	FRED Daughter Board	16	\$	\$
16	DSM-11 Card	67	\$	\$
17	Premisys Channel Bank	20	\$	\$
18	Interface Card W/Baud Modem	20	\$	\$
19	Dual T1 Interface	22	\$	\$
20	DVA Remote Alarm W/32 Alarm Points	11	\$	\$
21	FarSCAN & Alarm & Control	1	\$	\$
22	Microwave Radios 6 GHz	16	\$	\$
23	DSX Equipment for 6 GHz Microwave Radios	16	\$	\$
24	Microwave Radios 23 GHz	2	\$	\$
25	DSX Equipment for 23 GHz Microwave Radios	2	\$	\$
26	HARRIS TRUEPOINT 6 GHz Microwave Radios	4		
27	FUJITSU FLASHWAVE OC3 Multiplexers	4		
28	DSX Plug In Module	44	\$	\$

TOTAL SECTION XIII: \$ \_\_\_\_\_

TOTAL SECTIONS I – XIII: \$ \_\_\_\_\_

GRAND TOTAL YEARLY AMOUNT (Monthly Total x 12)