



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

To serve, protect and govern in concert with local municipalities

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 05ITB43980YC**

Firefighter Uniforms

For

The Fire Department

BID DUE TIME AND DATE: 11:00 A.M. June 22, 2005
PURCHASING CONTACT: MALCOLM TYSON at (404)-730-5811
E-MAIL: malcolm.tyson@co.fulton.ga.us

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

NOTE TO VENDOR REGARDING “NO-BID” RESPONSE

Please respond to the attached bid, even if your company’s response is a “no-bid”.

We are very interested in ensuring that our bids are non-restrictive and that no bidder is eliminated arbitrarily. It is the County’s intent to abolish any and all barriers to its procurement process which prevent interested and qualified bidders from participating.

Completion of this form is optional, but should you respond with a “no-bid”, please use this sheet to let us know why. (It is not necessary to send back the entire package if making a “no-bid” response).

Examples are:

- (1) Our company cannot meet these specifications because you require:

- (2) Our company can not competitively bid on this product or service because:

- (3) Other:

Your response will be given careful consideration and included in the bid file with other vendor comments. If it appears from the feedback received that the specifications are restrictive, your input will help the County make the necessary changes so that a greater number of interested bidders can be included in the future. Your input is needed; it will make a difference!

SECTION 1.0 GENERAL

Fulton County is soliciting bids from qualified vendors to provide uniforms, shoes and accessories to the Fire Department on a contractual as needed basis.

SECTION 1.1 BID DUE DATE AND SUBMISSION REQUIREMENTS

Bids will be received in the office of the Purchasing Agent, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until **11:00 A.M., EST on Wednesday, June 22, 2005**. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.

This document and any supporting documents can be downloaded at the Fulton County Website at www.co.fulton.ga.us under "Bid Opportunities". Any firm who downloads this Bid document from the website and desires to participate in the Bid opportunity may submit a response.

Prospective bidders are encouraged to register their firms on Fulton County's Vendor Self Service website at www.fultonvendorservice.co.fulton.ga.us. Any vendor unable to register online may pick up an application at Fulton County's Purchasing Department, 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303. Vendor Self Service registration assistance is available, if needed.

Bidders must fully comply with the County's Non-Discrimination in Contracting and Procurement Requirements.

Only communications that are in writing and signed will be recognized by the County. The County shall not be responsible for oral interpretations given by any County Employee, representative or others. The issuance of an addendum is the only official method whereby clarification or additional information can be given.

SECTION 2.0 SEALED AND MARKED

One signed original and two (2) copies of the bid shall be submitted in a Sealed Package. The envelope/package shall be clearly marked on the outside: "Sealed Bid No. 05ITB43980YC – Firefighter Uniforms, June 22, 2005", and addressed to:

Fulton County Purchasing Department
Attn: Malcolm Tyson
130 Peachtree Street, S.W.
Suite #1168
Atlanta, Georgia 30303

Bids shall be publicly read at the above stated date and time.

SECTION 3.0 TIMELY RECEIPT OF BIDS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated due time and due date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Department of Purchasing. Bids received after the scheduled date and time will not be considered, will not be opened, and arrangements shall be made for their return at the Bidder's request and expense.

SECTION 4.0 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award a contract to any bidder.

SECTION 5.0 SPECIFICATIONS

Section 5.1 The following are the minimum acceptable requirements for Uniforms, Clothing and Related Gear for the Fire Department. Unless clearly identified as “NO EXCEPTIONS”, items in the request for bid identified, described, or referenced by a brand name or trade name description, are intended to be descriptive, but not restrictive and are to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by Fulton County to meet its needs in all respects. If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of the bids and the determination as to equality of the products offered shall be the responsibility of the County and will be based on information furnished by the bidder. Each bidder is required to submit one (1) complete uniform sample. Samples must be new, unworn, and exact item vendor is bidding. Each item shall be marked with the vendor name and address, item name, style and/or model number and fabric type. These items shall be delivered to the Fulton County Fire Department to the attention of the logistics division. It will be the responsibility of each bidder to remove samples at their expense within thirty (30) days of completion of the bidding process and the awarding of the contract. Any bidder property remaining past the thirty (30) day period will be considered abandoned and the county shall have the right to dispose of such property.

Section 5.2 All items, gear and accessories to include back orders shall be delivered and invoiced by October 31 of the contract year. **NO EXCEPTIONS!!!!!!**

Section 5.3 The Fire Department has an approximate staff of 450 who are required to wear uniforms. The number of employees is subject to change at any time. The Fire Department has a uniform allotment of \$600.00 per employee. Fulton County will not be responsible for the payment of invoices that exceed the County's maximum allotment per employee, or for private transactions outside of the department's uniform ordering process. To alleviate any confusion regarding invoices from private sales, County employees who enter into any private transactions will have their invoices marked

“private sale” by an agent of the selected vendor. The agent will sign and print their name under private sale.

Section 5.4 Order tracking - each bidder is required to provide an accurate tracking system per assignment, per individual and per order, as ordered and delivered. Bidder must substantiate the capability to facilitate this system.

Section 5.5 The selected vendor is required to visit each employee at the employee’s work location, during the employee’s scheduled work hours to measure the employee and complete an order form. New employees or employees that missed the measuring appointment shall be measured and fitted at the vendors’ location.

Section 5.6 Uniforms and accessories shall be delivered by the selected vendor. The selected vendor is required to visit each employee at the employee’s work location, during the employees scheduled work hours. The vendor shall inspect each garment for “fit and finish” at the time of delivery. The selected vendor is required to attempt delivery on two occasions as described above. After two unsuccessful attempts, items can be shipped to the logistics section of the Fire Department at the vendor's expense. Items that do not fit, do not meet specifications, or other issues that prevent the employee from using the item or items will not be accepted by the employee/county. Acceptance and subsequent payment will be processed when items have met the requirements of the contract. Any corrections necessary due to incorrect fitting or defects must have a maximum two (2) week turnaround. The successful vendor shall accept full responsibility for all defective or damaged goods. The successful vendor will be required to submit an invoice for completed orders to the fire department within thirty (10) days of delivery. Prices must be “FOB Destination”. The invoice must include a copy of the order form detailing the items that have been received and accepted.

Section 5.7 All items supplied by the awarded vendor must be new, used; rebuilt or refurbished items will not be considered or accepted. The successful bidder must be able to match existing uniforms and duty equipment. All garments listed are to be furnished with the woven label, permanently affixed. Label must include correct description, fabric content, and laundering instructions. All garments must be delivered thoroughly pressed and appropriately tailored. The successful vendor(s) will be required to fit all employees, regardless of size, with each item bid. There shall be no up-charge for “Female”, “Big and Tall”, or “B” cut garments.

Section 5.8 All bidders are required to be authorized distributors and 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. The awarded vendor(s) must provide a showroom within fifty (50) miles of Fulton County’s Fire Logistics facility. This showroom must be open daily during normal working hours. Vendor must provide on-site tailoring and alteration services.

Each bidder shall submit brochures and/or data sheets with each manufacturers complete printed specifications covering class and type equipment covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit proper evaluation.

Section 5.9 The apparent silence of this specification, and any supplement thereto, as to details, or the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made

upon the basis of this statement, with Fulton County interpretation to prevail.

Section 5.10 Award of this bid shall be “all” or “none”. Award shall be based on compliance with these specifications in addition to being the lowest responsive bidder. Determination of the low bidder shall be based on the more frequently purchased following items:

- Flight Style Jacket
- Work Jacket
- Job Shirt
- Work shirt
- Polo Shirt
- Work trousers
- T-shirt
- Socks
- Station boots
- Multi-purpose belt
- Cap, navy

Section 5.11 The successful bidder shall provide four (4) separate “uniform order forms”. Each will be labeled as follows; (1) "Administration Uniform Order Form"; (1) "Chief Officers Uniform Order Form"; (1) “Company Officer Uniform Order Form”; and (1) "Fire Fighter Uniform Order Form”. Each form shall give a description of each item and price. A draft set of forms will be submitted for approval prior to final printing. The order forms shall be delivered to the County two (2) weeks prior to the beginning of the measuring period. The order forms shall include the employee’s name, employee number, name tag/name strip information and the total expenditure for the employee. The successful bidder shall provide each employee a copy of these forms upon completion of the measurements. The successful vendor shall submit the original copy of the order form, signed by the employee, indicating/documenting that the order is complete.

Section 5.12 Each form shall include to following items:

Chief Officers Uniform Order Form

Item Numbers		
2.1	2.26	4.3a
2.2	2.27	4.3b
2.3	2.28	4.4a
2.4	2.29	4.4b
2.5a	2.30	4.5
2.6	2.31	4.6
2.7a,b	3.1	4.7
2.8	3.2	
2.9	3.3	
2.10	3.4a	
2.11	3.5	
2.12	3.6	

2.13	3.7	
2.14	*Collar Insignia Shirt	
2.15a	*Collar Insignia Coat	
2.15b	*Gold Uniform Badge	
2.17	*Hat Monogram	
2.18a	*Embroidered Badges Loose	
2.18b	Embroidered Shoulder Patch Loose	
2.19	*Embroidered Collar Insignia	
2.20	Name Plate	
2.22	*Years of Service Patch	
2.23	4.1	
2.24	4.2a	
2.25	4.2b	

* Items 3.8 through 3.10 will be issued according to rank only

Company Officers Uniform Order Form

Item Numbers		
2.1	2.16	3.1
2.2	2.17a,b	3.2
2.3	2.18a	3.3
2.4	2.18b	3.4b
2.5b	2.19	3.5
2.6	2.20	3.6
2.7a	2.21	3.7
2.7b	2.22	*Collar Insignia Shirt
2.8a	2.23	*Collar Insignia Coat
2.8b	2.24	*Gold Uniform Badge
2.9	2.25	*Hat Monogram
2.10	2.27	*Embroidered Badges Loose
2.11	2.28	Embroidered Shoulder Patch Loose
2.12	2.29	*Embroidered Collar Insignia
2.13	2.30	Name Plate (Brass)
2.14		*Years of Service Patch
2.15a		

* Items 3.8 through 3.10 will be issued according to rank only

Fire Fighters Uniform Order Form

Item Numbers		
2.1	2.17a	3.3
2.2	2.17b	3.4c
2.3	2.18a	3.5
2.4	2.18b	3.6
2.5b	2.19	3.7

2.6	2.20	*Collar Insignia Shirt
2.7a	2.21	*Collar Insignia Coat
2.7b	2.22	*Gold Uniform Badge
2.8a	2.23	*Hat Monogram
2.8b	2.24	*Embroidered Badges Loose
2.9	2.25	Embroidered Shoulder Patch Loose
2.10	2.27	*Embroidered Collar Insignia
2.11	2.28	Name Plate (Brass)
2.12	2.29	*Years of Service Patch
2.13	2.30	
2.14	3.1	
2.15a	3.2	
2.16		

* Items 3.8 through 3.10 will be issued according to rank only

Administration Uniform Order Form

Item Numbers		
2.1	2.19	2.30
2.2	2.20	3.1
2.5,b	2.21	3.2
2.6	2.22	3.3
2.8a	2.23	4.1
2.8b		4.2a
2.12	2.24	4.2b
2.13	2.25	4.3a
2.15b	2.26	4.3b
2.17a	2.27	4.4a
2.17b	2.28	4.4b
2.18a	2.29	4.5
2.18b		4.6
		4.7

* Items 3.8 through 3.10 will be issued according to rank only

Section 5.13 Orders will only be filled with items that are sized for the individual making the order. Example; An individual measured for size 12d boot, will not be allowed to order a second pair of boots in size 9d. **NO EXCEPTIONS**

SECTION 6.0 TERMS AND CONDITIONS

SECTION 6.1 INSURANCE

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

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the bid/proposal evidence of insurability satisfactory to County as to form and content. The following forms of evidence are acceptable:
 - i. A letter from an insurance company stating that upon your firm/company being the successful bidder/respondent that a Certificate of Insurance shall be issued in compliance with the Insurance Requirements outlined below.
 - ii. A Certificate of Insurance complying with the Insurance Requirements outlined below.
- C. Upon award, the Contractor must maintain, at their expense, insurance in at least the following amounts and types outlined below. Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of the contract, including and extensions/renewals thereto, and until all work has been completed to the satisfaction of the County.
- D. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.
- E. The Certificate of Insurance shall identify the Certificate Holder as:

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

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

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

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

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

Insurance in no way Limits the Liability of the Respondent.

INDEMNIFICATION

The Contractor shall identify and hold harmless, up to the policy limits required in the commercial general liability insurance policy, the County and its employees from and against all injury or damage of any kind, claims, demands and expenses, including attorney's fees, arising out of or resulting from the services provided to the County relating to this contract.

THE RESPONDENT 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: _____

SECTION 6.2 BID SUBMITTAL

The bidder(s) must possess and shall submit the following documents with their bid:

1. Bidder(s) shall submit one (1) original and two (2) copies of bid package.

2. Bidder(s) are required to submit a copy of their current business license for similar and/or same type services required under this bid.

Required Affidavits and/or Forms

Bidders(s) shall provide the following executed affidavits as appropriate:

- Receipt of Addenda (If any have been issued)
- Certificate of Acceptance of Bid Requirements
- Non-Collusion Affidavit of CONTRACTOR
- Non-Collusion Affidavit of SUB-CONTRACTOR
- Statements of Non-Discrimination and Employment Reports

Failure to submit the required documents may result in disqualification from this bid for being deemed non-responsive.

SECTION 6.3 CONTRACT PERIOD

Any awards made as a result of this bid will be from date of award and continuing for twelve (12) consecutive months. Additionally, subject to availability of funding, the Fulton County Board of Commissioner's approval, and Contractor's continuing satisfactory performance, this Contract may be renewed for two (2) additional twelve (12) month periods.

SECTION 6.4 CONTRACT AWARD

The award of this bid shall be "all" or "nothing." Any award made as a result of this bid shall be for the twelve (12) consecutive months from date of award to the lowest "responsive and responsible" bidder who has the best quality of articles to be supplied and that conforms with the specifications, the suitability to requirements, and delivery terms. The County reserves the right to add or delete any item(s) from the award. The County also reserves the right to reject any and all bids and/or waive any technicalities if it is in the best interests of the County. The County reserves the right for an option of one additional twelve (12) month renewal pending availability of departmental appropriated funding. Optional year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered 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.

SECTION 6.5 TERMINATION

If the vendor fails to provide the material in accordance with the terms and conditions of the contract, the County shall thereupon have the right to immediately terminate this contract by serving written notice on the vendor.

SECTION 6.6 INVOICING

Invoices submitted must include:

1. Purchase order number
2. Stock number(s) and item description(s)
3. Net price(s)
4. Department name and contact person to whom the order was delivered or who picked up the order.
5. Date of delivery and/or pick-up

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

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

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

SECTION 6.7 NO CONTACT DURING PROCUREMENT

In accordance with Fulton County Policy & Procedure 800-9, 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, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

All written communications initiated by such person, firm, or entity regarding this solicitation shall be directed to Malcolm Tyson, Fulton County Department of Purchasing at the address shown previously or via fax to (404) 335-5808. The County will recognize only written and signed communication from firms with questions relative to the bid specifications, and or requirements. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

Any violation of this communication policy shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is not responsive, and shall not thereafter be considered for award.

SECTION 6.8 BIDDERS QUALIFICATIONS

The bidder must have a minimum of three (3) years experience providing the requested items and the selected bidder must obtain any and all required licenses or permits, which must be submitted before a purchase order or contract will be issued. **Each bidder must include a list of reachable references with names, addresses, phones numbers and any other pertinent information.**

SECTION 6.9 WARRANTY

The contractor shall warrant that all items delivered to the County under this contract are free from defects in material or manufacture for a period of at least ninety (90) days from the date of purchase or for the normal manufacturer's warranty period - whichever is longer. Contractor further agrees to replace promptly, on a one-for-one basis without additional cost to the County, any and all products that fail as a result of defects in materials or workmanship, excepting those failures attributable to accident, fire, or negligence on the part of operating personnel. Shipping charges to the manufacturer for warranty replacement, if needed during the warranty period, shall be the responsibility of the contractor.

This warranty/guarantee is not the exclusive remedy of the County, but is in addition to the general obligations of the contractor to faithfully perform the contract and it in no way limits the responsibility of the contractor for faulty products delivered to the County.

Neither the final payment nor any provisions of the contract documents shall relieve the contractor of responsibility for defective or faulty products. If the contractor, after due notice, fails to proceed promptly to comply with the terms of the warranty/guarantee, the County may, at its option, have the items replaced from the best available source and the contractor shall be liable for all expenses incurred by the County in connection with that replacement.

The Contractor guarantees that all parts delivered under this contract are new and of first quality grade.

END OF SPECIFICATIONS

The bidder shall list below any variations from, or exceptions to, the conditions and specifications of this invitation to bid:

BID PRICE SHEET

1. Flight style Jacket

Spiewak - model #S310 with liner, available in black and navy. To include; Shoulder patches such as Fire Department, EMS and related emblems; embroidery to include official FCFD logo on left front chest.

Price per each \$ _____

2. Work Jacket

Work style house jacket, available in black and navy to include; Shoulder patches such as Fire Department, EMS and related emblems; embroidery to include official FCFD logo on left front chest. Spiewak Public Safety - model S327 Performance Fleece

Price per each \$ _____

3. Men's dress coat, to include shoulder patch, rank insignia and years of service insignia if appropriate Flying cross #17B8696

Price per each \$ _____

4. Women's dress coat Flying cross 4800 SDC, to include shoulder patch, rank insignia and years of service insignia if appropriate.

Price per each \$ _____

5. Sweater: A) Chief Officers - Jack young model number 2400. Shoulder patch and badge emblem reflecting rank, color black

Price per each \$ _____

B) Non-officer ranks, Jack young model number 2400. Shoulder patch and badge emblem reflecting rank, color navy

Price per each \$ _____

6. Job shirt with pouch pockets and hand warmer pockets: Game model FMS-P, navy blue in color. Embroidery to include official FCFD logo, first and middle initial, last name, rank and certification. Red thread, upper and lower case letters.

Price per each \$ _____

7. Shirts: Work shirt - short sleeve and long sleeve - Workrite style#700NMX45 short sleeve - male; Workrite style #701NMX45 short sleeve - female; Workrite style#705NMX45 long sleeve - male; and Workrite style #706nmx45 long sleeve - female. Men's shirts shall be available in chest size range of 34-54; women's sizes shall be available in sizes 4-24. Navy in color collar rank patches on each side, name strip on right chest, badge on left chest. Shoulder patches and rockers. Name strip to be made of the same material as the garment. **No exceptions!!!**

A) Short sleeve

Price per each \$ _____

B) Long sleeve

Price per each \$ _____

8. Dress shirt - short sleeve and long sleeve: Flying Cross #85R5400 men's short sleeve; Flying Cross #176R5400 women's short sleeve; Flying Cross #35W5400 men's long sleeve; and Flying Cross #126R5400 women's long sleeve, shoulder patch on left sleeve. White in color

A) Short sleeve

Price per each \$ _____

B) Long sleeve

Price per each \$ _____

9. Polo shirt (NFPA compliant station wear)

Polo Shirts shall be labeled NFPA certified such as, Lion apparel 0420-00 short sleeve, with pocket, Fulton County Fire Department logo embroidered on left chest. Rank, first initial, last name and EMS certification embroidered on right chest, red thread. Color: navy

Price per each \$ _____

10. Polo shirt (NFPA compliant station wear)

Polo Shirts shall be labeled NFPA certified such as, Lion apparel 0420-00 short sleeve, with pocket, Fulton County Fire Department logo embroidered on left chest. Rank, first initial, last name and EMS certification embroidered on right chest, red thread. Color: navy

Price per each \$ _____

11. Trousers:

Work trouser:

Workrite #400NMX75, Workrite #401NMX75, navy **No Exceptions!!!**

Price per each \$ _____

12. Martin's #21101 cotton / polyester blend, (black work trouser).

Price per each \$ _____

13. Hercules model #4500-6, and 14500-6, or equivalent. Dress trouser class "B". Color: black.

Price per each \$ _____

14. Workrite #400NMX75, Workrite #401NMX75, dress trouser. Color: black. Men's

Price per each \$ _____

15. BDU Rescue Pants

A) Nomex BDU Rescue pant, color blue 475NM

Price per each \$ _____

B) Cotton BDU Rescue Pant - Cotton Blend - rip stop, colors available in tan, blue and black

Price per each \$ _____

16. Nomex short Workrite# 405 men and 406 women.

Price per each \$ _____

17. Skirt

A) Weintraub model number 31841 (black).

Price per each \$ _____

B) Edwards model number 9270-10.

Price per each \$ _____

18. Jumpsuit. Workrite #110NMX60, Workrite #111NMX60

A) The Fulton County Fire Department patch on the left shoulder, FCFD badge sewn on left chest, Nomex strip 5-1/2" long x 1" tall with employee's last name embroidered in yellow thread sewn along top edge of right breast pocket, and collar insignia for officers. Color Blue

Price per each \$ _____

B) Jump Suit Cotton Blend

The Fulton County Fire Department patch on the left shoulder, FCFD badge sewn on left chest, cotton strip 5-1/2" long x 1" tall with employee's last name embroidered in yellow thread sewn along top edge of right breast pocket, and collar insignia for officers. Color Blue

Price per each \$_____

19. Sweat Shirts

Russell model number 69809MO. Official Fulton County Fire Department logo embroidered on left chest. Color: navy: **NO EXCEPTIONS!!!**

Price per each \$_____

20. Sweat pants- Russell model #02909ML. Athletic cut. Fulton County Fire Department logo embroidered on left thigh. Color: navy **NO EXCEPTIONS!!!**

Price per each \$_____

21. Sweat shorts - Russell model #01913MO Fulton County Fire Department logo embroidered on left thigh. Color: navy. **NO EXCEPTIONS!!!**

Price per each \$_____

22. T-shirts Jerzee's 29M short sleeve, Fulton County Fire Department logo embroidered on left chest, back of shirt to be screen printed similar to the following:

Fulton
County GA
Fire

The "bars" above and below the letters shall be 5/8" x 10", white in color; "Fulton" shall be 1-3/4" in bold white; "County GA." Shall be 3/4" in bold white; "Fire" shall 3" bold red. The garment shall be navy color: navy/red. **NO EXCEPTIONS!!!**

Price per each \$_____

23. Jerzee's 29LS long sleeve, Fulton County Fire Department logo embroidered on left chest. Back of shirt to be screen printed similar to the following:

Fulton
COUNTY GA

Fire

The “bars” above and below the letters shall be 5/8” x 10”, white in color; “Fulton” shall be 1-3/4” in bold white; “County GA.” Shall be 3/4” in bold white; “Fire” shall 3” bold red. The garment shall be navy color: navy/red. **NO EXCEPTIONS!!!**

Price per each \$_____

24. Socks - Thorlo model #WGX 11, 13, 15 one size fits all

Price per each_____

25. Dress Shoe - Rocky Professionals - Men 510; Women 210; Color: Black Patent

Price per pair \$_____

26. Footwear Chief Officers - Rocky 911 Series – Men 911-110; Women 911-210

Price per each \$_____

27. Station Boots Note: Fulton County Fire Department is still in the process of evaluating boots, and will select a boot style for station wear boots based on quality and cost before a PO is issued. Below is a list of boots presently being evaluated. Bidders should bid on boots which can be provided and may offer an alternate equal as described below.

- Being NFPA 1999 compliant and ISO 9001 rated
- Having safety toe, composite or steel
- Polishable black leather uppers, (leather/cordura mix acceptable)
- Light weight and breathable to minimize heat and fatigue.
- 6 or 8 inch (8” to have zipper system for easy removal)
- Be available in men and women, half, whole, medium, wide, ex-wide sizes
- Offer maximum arch and ankle support
- Have extra cushion sole for extreme wear conditions
- Slip and Oil resistant
- Be equipped with a moisture barrier

Bidder shall submit samples, for evaluation, of any alternates with their bid package.

A) Thorogood/Weinbrenner Price per each \$_____

804-6191 8"

804-6190 6"

B) Magnum Price per each \$_____

5501 8"

C) Bates Price per each \$_____

E2320 8"
E2720 8"

D) Ridge
8006ST 8"
8002ST 6" Price per each \$_____

E) Rocky Alpha Force
6167 6"
4167 6" Price per each \$_____

F) Hiax Rescue US 7" Price per each \$_____

G) Rocky "Fort Hood"
Men – 2049
Women – 249 Price per each \$_____

H) Zipper for above 8" work boot.

Rocky - 7001

Price per pair \$_____

28. Athletic Shoe

Rocky TMC Series; Men – 5001; Women - 5101

Price per each \$_____

29. Rain Wear

VizGuard Duty Rainwear
To be provided as a set S308V and S305V
Black reversible to HV Yellow 062

Price per set \$_____

30. Belt: Boston leather model number 6512. : black with buckle, gold or silver buckle

Price per each_____

31. Multi-purpose belt:

Rescue technology uniform belt #703305, color black.

Price per each \$_____

32. Ball cap styles: New era 900 and 850. Official Fulton County Fire Department logo embroidered on front. Colors: black for chief officers with scrambled eggs; navy for all other ranks. **No Exceptions!!!**

Price per each \$_____

33. Dress cap: Bell cap – White Midway Chief Officer

A) Chief Officers:

IAFC spec white bell crown cap, black felt frame with gold expansion band, and Holbrook flame system bill.

Holbrook flame system as follows:

- Fire chief - 5 flames
- Deputy chief - 4 flames
- Division Chief – 3 flames
- Battalion chief - 2 flames

Price per each_____

B) Captains/Lieutenants:

All white bell crown cap with black patent leather bill, silver expansion band and buttons.

Price per each \$_____

C) Firefighters:

Black bell crown cap with black patent leather bill, black patent leather band with silver buttons.

Price per each \$_____

34. Necktie - Broome model number 26441. Forehand style, black

Price per each \$_____

35. Necktie - Broome model number 26491. Clip-on style, black

Price per each \$ _____

36. Broome model number 26631. Crossover style, black

Price per each \$_____

37. Metal collar insignia. Trumpets.

a. Lieutenant shirt size. Color: Rhodium; Blackinton – A2909-1; Clutch back

Price per each \$_____

b. Lieutenant coat size. Color: Rhodium; Blackinton – A3613; Clutch back

Price per each \$_____

c. Captain shirt size. Color: Rhodium; Blackinton – A2909-2; Clutch back

Price per each _____

d. Captain coat size. Color: Rhodium; Blackinton – A3614; Clutch back

Price per each_____

e. Battalion Chief shirt size. Color: Gold Plate. Blackinton - A2908 Clutch back

Price per each_____

f. Battalion Chief coat size. Color: Gold Plate. Blackinton – A3575 Clutch back

Price per each_____

g. Division Chief shirt size. Color: Gold Plate. Blackinton – A2907

Price per each_____

h. Division Chief coat size. Color: Gold Plate. Blackinton – A3615 Clutch back

Price per each_____

i. Deputy Fire Chief shirt size. Color: Gold Plate. Blackinton – A2906 Clutch back

Price per each_____

- j. Deputy Fire Chief coat size. Color: Gold Plate. Blackinton – A2872 Clutch back
Price per each_____
- k. Fire Chief shirt size. Color: Gold Plate. Blackinton – A2905 Clutch back
Price per each_____
- l. Fire Chief coat size. Color: Gold Plate. Blackinton – A3574 Clutch back
Price per each_____

38. Metal Badges and Hat Monograms

- a. Fire Chief Badge: Blackinton - B96 – Gold Plat – Safety Catch
Lettering – Black / Block
Regular Enamel – Seal - Gold on Red – 5 Cross Bugles

Line 1. _____N/A_____

Line 2. _____FIRE CHIEF_____

Line 3. _____FULTON COUNTY_____

Line 4. _____A6965 gold bugles on red insert_____

Line 5. _____FIRE DEPT._____

Line 6. _____N/A_____

Line 7. _____N/A_____

Price per each \$_____

- b. Fire Chief Hat Monogram: Blackinton – A2811 – Gold Plate – Screw Back
Price per each_____

- c. Deputy Fire Chief Badge: Blackinton - B96 – Gold Plat – Safety Catch
Lettering – Black / Block
Regular Enamel – Seal - Gold on Red – 4 Cross Bugles

Line 1. _____N/A_____

Line 2. _____DEPUTY FIRE CHIEF_____

Line 3. _____FULTON COUNTY_____

Line 4. _A6969 gold bugles on red insert

Line 5. ____ FIRE DEPT.____

Line 6. _____N/A_____

Line 7. _____N/A_____

Price per each \$_____

- d. Deputy Fire Chief Hat Monogram: Blackinton – A1962 – Gold Plate – Screw Back

Price per each \$_____

- e. Division Chief Badge: Blackinton - B96 – Gold Plat – Safety Catch
Lettering – Black / Block
Regular Enamel – Seal - Gold on Red – 3 Cross Bugles

Line 1. _____N/A_____

Line 2. ____ DIV CHIEF _____

Line 3. __FULTON COUNTY____

Line 4. _A6973 gold bugles on red insert

Line 5. ____ FIRE DEPT.____

Line 6. _____N/A_____

Line 7. _____N/A_____

Price per each \$_____

- f. Division Chief Hat Monogram: Blackinton – A2910 – Gold Plate – Screw Back

Price per each \$_____

- g. Battalion Chief Badge: Blackinton - B96 – Gold Plat – Safety Catch
Lettering – Black / Block
Regular Enamel – Seal - Gold on Red – 2 Cross Bugles

Line 1. _____N/A_____

Line 2. BATTALION CHIEF _____

Line 3. __FULTON COUNTY__

Line 4. _A6977 gold bugles on red insert

Line 5. ____ FIRE DEPT.____

Line 6. _____N/A_____

Line 7. _____N/A_____

Price per each \$_____

- h. Battalion Chief Hat Monogram: Blackinton – A2911 – Gold Plate – Screw Back

Price per each_____

- i. Captain Badge: Blackinton - B96 – Rhodium – Safety Catch
Lettering – Black / Block
Regular Enamel – Seal - Silver on Red – 2 Parallel Bugles

Line 1. _____N/A_____

Line 2. ____ CAPTAIN_____

Line 3. __FULTON COUNTY__

Line 4. _A6981 Silver bugles on red insert

Line 5. ____ FIRE DEPT.____

Line 6. _____N/A_____

Line 7. _____N/A_____

Price per each \$_____

- 39. Captain Hat Monogram: Blackinton – A2881 – Rhodium – Screw Back

Price per each \$_____

- 40. Lieutenant Badge: Blackinton - B96 – Rhodium – Safety Catch
Lettering – Black / Block
Regular Enamel – Seal – Silver on Red – 1 Bugle

Line 1. _____N/A_____

Line 2. ____ LIEUTENANT_____

Line 3. __FULTON COUNTY__
Line 4. _A6985 Silver bugles on red insert

Line 5. ____ FIRE DEPT._____

Line 6. ____N/A_____

Line 7. ____N/A_____

Price per each \$ _____

41. Lieutenant Hat Monogram: Blackinton – A2879RT – Rhodium Plate – Screw Back

Price per each \$ _____

42. Fire Fighter Badge: Blackinton - B96 – Rhodium – Safety Catch
Lettering – Black / Block
Regular Enamel – Seal – Silver on red FF scramble

Line 1. ____N/A_____

Line 2. ____FIRE FIGHTER_____

Line 3. __FULTON COUNTY__

Line 4. _Seal – A6993 Silver on Red

Line 5. ____ FIRE DEPT._____

Line 6. ____N/A_____

Line 7. ____N/A_____

Price per each \$ _____

43. Fire Fighter Hat Monogram: Blackinton – B484 – Rhodium Plate – Screw Back
Center Seal - Rhodium w/ Raised 3 digit roman style employee number

Price per each \$ _____

44. Patches/emoles/nameplate

Note: please contact Captain Kenny Heinzl at (404) 346-8371 to view samples of patches/emoles/nameplates and embroidered Fire Department logo for clothing as specified.

A. Breast patches (badge)

Chief Officers:

03" x 03-3/8" size. Thread is manufactured by risen or equivalent. Background is old gold 2650; lettering is red 1070; all details in black 0001; center seal in red 1070 with old gold 2650 overlaid and appropriate gold bugles. Backing color identical to garment color.

Manufacturer _____

Model _____

Price per each _____

B. Captains:

03" x 03-3/8" size. Thread is manufactured by risen or equivalent. Background is silver 2650; lettering is red 1070; all details in black 0001; center seal in red 1070 with silver 2650 overlaid and appropriate silver bugles. Backing color identical to garment color .

Manufacturer _____

Model _____

Price per each _____

C. Firefighter:

03" x 03-3/8" size. Thread is manufactured by risen or equivalent. Background is silver 2650; lettering is red 1070; all details in black 0001; center seal in red 1070 with silver 2650 overlaid with firefighter scramble. Backing color identical to garment color .

D. Manufacturer _____

Model _____

Price per each _____

E. Shoulder patch:

03 x 03-3/4" size. Thread is manufactured by risen or equivalent. Background is black 432; merrowed border is red 1070; lettering is red 1070; background heat sealed backing.

Manufacturer _____

Model _____
Price per each _____

F. Shoulder patch and rocker

03" x 3-3/4" size. Thread is manufactured by risen or equivalent. Background is black 432; merrowed border is red 1070; lettering is red 1070; logo; tree is red 1070, linea re black 0001; heat sealed backing.

Manufacturer _____
Model _____
Price per each _____

G. Collar disc patch:

3/4" size. Thread is manufactured by risen or equivalent. Background is midnight navy blue 332; merrowed border is midnight navy blue 8530; insignia is red and must fit inside border, insignias are single bugle for Lieutenant, two bugles for Captain, and crossed bugles for Battalion Chief. Heat sealed backing.

Manufacturer _____
Model _____
Price per each \$ _____

H. Name plate:

Post-back design. Color: gold for Chief Officers, silver for Captains and below. 1/2" x 2 1/2". Indicate the member's first name or initial, middle initial or name and last name on the top row. Indicate the member's rank (firefighter, Captain, Battalion Chief, Deputy Chief or Fire Chief) on the second row. For Chief Officers: gold polished finish, clutch back fastener with black letters. Captains, Lieutenants and firefighters: silver polished finish, clutch back fastener with black letters.

Manufacturer _____
Model _____
Price per each \$ _____

i. Years of service patch

1 1/2" size. Thread is manufactured by risen or equivalent. Background is midnight black; merrowed border is black; maltese crosses silver available in 1,2,3,4,5, or 6 increments of crosses and must fit inside border. Heat sealed backing.

Chief years of service patch

1 1/2" size. Thread is manufactured by risen or equivalent. Background is midnight black; merrowed border is black; maltese crosses gold available in 1,2,3,4,5,or 6 increments of crosses and must fit inside border. Heat sealed backing.

Manufacturer _____
Model _____

Price per each \$ _____

45. Administrative Uniform Items

Cotton Blend Kaki pant, provided in men and women sizes

Price per each \$ _____

46. Cotton Blend Polo shirts with Fulton County Fire Department logo embroidered on left chest. Rank, first initial, last name and EMS certification embroidered on right chest, red thread.

Colors: Red; White; Grey; Hunter Green; Black.

Price per each \$ _____ - Short Sleeve

Price per each \$ _____ - Long Sleeve

47. Oxford type dress shirt; cotton blend white; with button down collar.

Price per each \$ _____ Short Sleeve

Price per each \$ _____ Long Sleeve

48. Oxford type dress shirt; cotton blend white; with button down collar. With Fulton County Fire Department logo embroidered on left chest above the pocket. The Fire Department Motto "Service to All Second to None" in italic print shall be added below the logo on dress shirts only.

Price per each \$ _____ Short Sleeve

Price per each \$ _____ Long Sleeve

49. Dress slacks; polyester knit in various colors for men and women.

Price per each \$ _____

50. Sport Dress Coat

Polyester blend with gold/polish brass buttons colors; navy; burgundy; grey; sizes available for men and women. With Fulton County Fire Department logo embroidered on left chest the pocket.

Price per each \$ _____

51. Over coat: Full length, double breasted over coat with removable line, black in color.

Price per each \$ _____

Remarks or exceptions to the specifications:

The prices stated shall include delivery to all Fire Department locations in Fulton County. The vendor agrees to sell to the County at the unit price bid regardless of actual quantity ordered.

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID
REQUIREMENTS**

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

Company: _____

Signature: _____

Name: _____
(Print)

Title: _____

Date: _____

Telephone: _____

(CORPORATE SEAL)

FULTON COUNTY BIDDING GENERAL REQUIREMENTS

NOTICE TO ALL BIDDERS (FORM 99)

LISTED BELOW ARE THE REQUIREMENTS FOR ALL BIDDERS INTERESTED IN DOING BUSINESS WITH FULTON COUNTY:

1. THE BID SHEETS INCLUDED IN THIS INVITATION TO BID MUST BE FULLY COMPLETED AND RETURNED WITH THE BID UNLESS OTHERWISE SPECIFIED IN WRITING BY THE PURCHASING DEPARTMENT. TYPE OR NEATLY PRINT THE DATE, COMPANY NAME, AND THE FULL LEGAL NAME AND TITLE OF THE PERSON(S) SIGNING THE BID IN THE PLACE PROVIDED AT THE BOTTOM OF EACH BID SHEET. ANY ADDITIONAL SHEETS SUBMITTED MUST CONTAIN THE SAME SIGNATURE AND BIDDER INFORMATION.
2. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. NO FAX BIDS OR REPRODUCTION BIDS WILL BE ACCEPTED, EXCEPT THAT PHOTOCOPIES MAY BE SUBMITTED IN ADDITION TO THE ORIGINAL WHEN MULTIPLE COPIES OF THE BID ARE SPECIFICALLY REQUESTED IN THE INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS WHICH ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING DEPARTMENT AGENT, 130 PEACHTREE STREET, S.W., SUITE 1168, ATLANTA, GA 30303, BY THE DESIGNATED DATE AND TIME. NO LATE BIDS WILL BE ACCEPTED FOR ANY REASON. BIDDER MAY CALL (404) 730-5800 FOR ANY QUESTIONS ABOUT PURCHASING PROCEDURES.
6. IF A BIDDER CHOOSES NOT TO RESPOND TO A BID REQUEST, BIDDER MUST RETURN A COPY OF THE BID REQUEST STATING ON THE OUTSIDE OF THE ENVELOPE "NO BID" AND INDICATING WHETHER THE BIDDER WISHES TO REMAIN ON FULTON COUNTY'S BIDDER LIST.
7. SHOW INFORMATION AND PRICES IN THE FORMAT REQUESTED. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, AND MUST INCLUDE ALL COSTS CHARGEABLE TO THE CONTRACTOR IN EXECUTING THE CONTRACT, INCLUDING TAXES. UNLESS OTHERWISE PROVIDED IN THE CONTRACT, FULTON COUNTY SHALL HAVE NO LIABILITY FOR ANY COST NOT INCLUDED IN THE PRICE. THE CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
8. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.
9. ALL PRICES BID MUST BE AUDITED BY THE BIDDER TO ENSURE CORRECTNESS BEFORE BID IS SUBMITTED. THE BIDDER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF INFORMATION PLACED ON A BID SHEET, INCLUDING PRICES. CLERICAL OR MATHEMATICAL ERROR IS INSUFFICIENT TO VOID A SUCCESSFUL BID

BUT A BIDDER MAY WITHDRAW A SEALED BID PRIOR TO OPENING WITHOUT A PENALTY.

10. ALL PRICES MUST BE SUBMITTED IN THE FORMAT REQUESTED AND LESS ALL TRADE DISCOUNTS. WHEN MULTIPLE ITEMS ARE BEING BID, BIDDER MUST SHOW BOTH THE UNIT PRICE AND THE TOTAL EXTENDED PRICE FOR EACH ITEM. WHEN APPLICABLE, THE BIDDER MUST INCLUDE AN ADDITIONAL TOTAL LUMP SUM BID FOR GROUPS OF ITEMS. IN THE EVENT BIDDER IS OFFERING AN ADDITIONAL DISCOUNT ON GROUPS OF ITEMS, BIDDER MUST INDICATE THE TOTAL LUMP SUM BID FOR THE PARTICULAR GROUP OF ITEMS BEFORE ANY EXTRA DISCOUNT, THE AMOUNT OF EXTRA DISCOUNT, AND THE NET TOTAL FOR THE PARTICULAR GROUP. IN THE EVENT OF AN EXTENSION ERROR, UNIT PRICING SHALL PREVAIL.
11. BY SUBMITTING A SIGNED BID, BIDDER AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THAT BID UNDER THE TERMS AND CONDITIONS SPELLED OUT IN THE BID DOCUMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE DIFFERENT BID DOCUMENTS, THE COUNTY'S COVER CONTRACT (IF USED) SHALL HAVE PRECEDENCE, FOLLOWED BY THE INVITATION TO BID, PURCHASE ORDER, BID, CONTRACTOR'S WARRANTY AGREEMENT, MAINTENANCE AGREEMENT, AND/OR OTHER CONTRACTOR-PROVIDED AGREEMENTS. A BIDDER MAY SUBMIT ONLY ONE BID RESPONSE FOR EACH SPECIFIC BID NUMBER UNLESS OTHERWISE AUTHORIZED IN THE SPECIFICATIONS.
12. ALL PRICES SUBMITTED BY THE BIDDER TO FULTON COUNTY MUST BE GUARANTEED BY THE AUTHORIZED PERSON(S) AGAINST ANY PRICE INCREASE FOR THE TIME PERIOD DESIGNATED IN THE BID SPECIFICATIONS, AND FULTON COUNTY MUST BE GIVEN THE BENEFIT OF ANY PRICE DECREASE OCCURRING DURING SUCH DESIGNATED TIME PERIOD.
13. ALL ITEMS BID MUST BE NEW. USED, REBUILT OR REFURBISHED ITEMS WILL NOT BE CONSIDERED UNLESS SPECIFICALLY AUTHORIZED BY FULTON COUNTY IN THE WRITTEN SPECIFICATIONS.
14. ALL BIDDERS MUST SPECIFY IN THE BID RESPONSE THE EARLIEST ACTUAL DELIVERY DATE FOR EACH ITEM UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY. THE DELIVERY DATE MAY BE A FACTOR IN DECIDING THE BIDDER'S CAPABILITY TO PERFORM.
15. A SUCCESSFUL BIDDER'S DELIVERY TICKET(S) AND INVOICE(S) MUST LIST EACH ITEM SEPARATELY AND MUST SHOW FULTON COUNTY'S PURCHASE ORDER NUMBER AS WELL AS THE PROPER DEPARTMENT AND ADDRESS TO WHICH DELIVERY WAS MADE, AS LISTED ON THE PURCHASE ORDER OR IN THE BIDDER'S CONTRACT WITH FULTON COUNTY.
16. UNLESS CLEARLY SHOWN AS "NO SUBSTITUTE" OR WORDS TO THAT EFFECT, ANY ITEMS IN THIS INVITATION TO BID WHICH HAVE BEEN IDENTIFIED, DESCRIBED OR REFERENCED BY A BRAND NAME OR TRADE NAME ARE FOR REFERENCE ONLY. SUCH IDENTIFICATION IS INTENDED TO BE DESCRIPTIVE BUT NOT RESTRICTIVE, AND IS TO INDICATE THE GENERAL QUALITY AND CHARACTERISTICS OF PRODUCTS THAT MAY BE OFFERED. OTHER PRODUCTS WILL BE CONSIDERED FOR AWARD IF SUCH PRODUCTS ARE IDENTIFIED IN THE BID AND ARE DETERMINED BY THE COUNTY TO MEET ITS NEEDS. EACH ITEM BID MUST BE INDIVIDUALLY IDENTIFIED AS TO WHETHER IT IS A SPECIFIED ITEM OR AN EQUIVALENT ITEM BY TYPING OR PRINTING AFTER THE ITEM(S): THE BRAND NAME; MODEL OR MANUFACTURER'S NUMBER; OR ANOTHER IDENTIFICATION REGULARLY USED IN THE TRADE. DEVIATIONS FROM THE SPECIFICATIONS MUST BE CLEARLY AND FULLY LISTED ON THE BID SHEET, INCLUDING PHOTOGRAPHS OR CUTS, SPECIFICATIONS, AND DIMENSIONS OF THE PROPOSED "ALTERNATE".

17. FOR ALL BIDS, FULTON COUNTY RESERVES THE RIGHT TO REQUEST REPRESENTATIVE SAMPLES. IF REQUESTED, SAMPLES MUST BE DELIVERED AT THE BIDDER'S COST WITHIN THREE (3) BUSINESS DAYS. SAMPLES ARE SUBMITTED AT THE RISK OF THE BIDDER AND MAY BE SUBJECTED TO DESTRUCTIVE TESTS BY FULTON COUNTY. SAMPLES OF EXPENDABLE ITEMS WILL NOT BE RETURNED TO THE BIDDERS. SAMPLES MUST BE PLAINLY TAGGED WITH FULTON COUNTY'S BID NUMBER, ITEM NAME, MANUFACTURER, AND THE NAME OF THE BIDDER.
18. FULTON COUNTY IS THE SOLE JUDGE OF "EXACT EQUIVALENT", OR "ALTERNATE". THE FACTORS TO BE CONSIDERED ARE: FUNCTION, DESIGN, MATERIALS, CONSTRUCTION, WORKMANSHIP, FINISHES, OPERATING FEATURES, OVERALL QUALITY, LOCAL SERVICE FACILITIES, WARRANTY TERMS AND SERVICE, AND OTHER RELEVANT FEATURES OF ITEM(S) BID.
19. ITEM(S) BID MUST BE COMPLETE AND READY TO OPERATE. NO OBVIOUS OMISSIONS OF COMPONENTS OR NECESSARY PARTS SHALL BE MADE EVEN THOUGH THE SPECIFICATIONS MAY NOT DETAIL OR MENTION THEM. UNIT(S) MUST BE FURNISHED WITH FACTORY INSTALLED EQUIPMENT AND MUST BE COMPARABLE WITH THE BASIC FORM, FIT, AND FUNCTIONAL REQUIREMENTS WHICH ARE ALL TO BE INCLUDED IN THE BASE PRICE AS WELL AS ANY OTHER EQUIPMENT INCLUDED AS STANDARD BY THE MANUFACTURER OR GENERALLY PROVIDED TO THE BUYING PUBLIC.
20. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR ALL ITEM(S) DAMAGED PRIOR TO F.O.B. DESTINATION DELIVERY AND AGREE TO HOLD HARMLESS FULTON COUNTY OF ALL RESPONSIBILITY FOR PROSECUTING DAMAGE CLAIMS.
21. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR REPLACEMENT OF ALL DEFECTIVE OR DAMAGED GOODS WITHIN THIRTY (30) DAYS OF NOTICE BY FULTON COUNTY OF SUCH DEFECT OR DAMAGE.
22. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING OR ENSURING WARRANTY SERVICE ON ANY AND ALL ITEMS INCLUDING GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. IF A SUCCESSFUL BIDDER IS NOT THE MANUFACTURER, ALL MANUFACTURER'S WARRANTIES MUST BE PASSED THROUGH TO FULTON COUNTY. THE BIDDER AND NOT FULTON COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER OR THE WARRANTY SERVICE PROVIDER DURING THE WARRANTY PERIOD AND SUPERVISING THE COMPLETION OF THE WARRANTY SERVICE TO THE SATISFACTION OF FULTON COUNTY.
23. A SUCCESSFUL BIDDER PROVIDING ANY EQUIPMENT WHICH REQUIRES FITTING AND ASSEMBLY SHALL BE SOLELY RESPONSIBLE FOR SUCH INSTALLATION BEING PERFORMED BY A MANUFACTURER'S AUTHORIZED OR APPROVED SERVICER OR AN EXPERIENCED WORKER, UTILIZING WORKMANSHIP OF THE HIGHEST CALIBER. THE BIDDER MUST VERIFY ALL DIMENSIONS AT THE SITE, SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS, AND SHALL BE RESPONSIBLE FOR THE AVAILABILITY OF REPLACEMENT PARTS WHEN SPECIFIED IN WRITING BY FULTON COUNTY IN THE SPECIFICATIONS, PURCHASE ORDER, OR OTHER CONTRACT.
24. A SUCCESSFUL BIDDER IS SOLELY RESPONSIBLE FOR DISPOSING OF ALL WRAPPINGS, CRATING, AND OTHER DISPOSABLE MATERIAL UPON DELIVERY OF ITEM(S).

25. ALL BIDDERS ARE REQUIRED TO BE AUTHORIZED DISTRIBUTORS OR REGULARLY ENGAGED IN THE SALE OR DISTRIBUTION OF THE TYPE OF GOODS, MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN ADDITION, ALL BIDDERS ARE REQUIRED TO PROVIDE FULTON COUNTY WITH THREE (3) WRITTEN REFERENCES DOCUMENTING THE SUCCESSFUL COMPLETION OF BIDS OR CONTRACTS FOR THE TYPES OF ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN INSTANCES WHERE A BIDDER HAS NEVER SUPPLIED SUCH GOODS, MATERIAL, EQUIPMENT, OR SERVICES BEFORE, THE BIDDER MUST SUBMIT WITH THE BID RESPONSE A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE BIDDER AS A RESPONSIBLE BIDDER, CAPABLE OF MEETING THE BID REQUIREMENTS SHOULD AN AWARD BE MADE. NO EXCEPTIONS TO THIS PROVISION WILL BE MADE UNLESS AUTHORIZED IN THE BID SPECIFICATIONS.
26. BIDDERS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR BID PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNTY MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY BIDDER IF EVIDENCE FAILS TO INDICATE THAT THE BIDDER IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.
27. ALL BIDDERS MUST COMPLY WITH ALL FULTON COUNTY PURCHASING LAWS, POLICIES, AND PROCEDURES, AND NONDISCRIMINATION IN CONTRACTING AND PROCUREMENT ORDINANCE, AND RELEVANT STATE AND FEDERAL LAWS INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH EEOC HIRING GUIDELINES AND REQUIREMENTS UNDER THE AMERICANS WITH DISABILITIES ACT. SUCCESSFUL BIDDER MUST OBTAIN ALL PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED AND FURNISH ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, TOOLS, SUPERVISION, AND INCIDENTALS NECESSARY TO ACCOMPLISH THE WORK IN THESE SPECIFICATIONS.
28. A SUCCESSFUL BIDDER WHO IS UNABLE OR UNWILLING TO ENTER INTO A CONTRACT WITH FULTON COUNTY SUBSEQUENT TO BEING GRANTED AN AWARD, OR WHO FAILS TO PERFORM IN ACCORDANCE WITH THE BID SPECIFICATIONS WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. SUCCESSFUL BIDDERS CONTRACT DIRECTLY WITH FULTON COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A BIDDER BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
30. IN CASE OF DEFAULT BY THE SUCCESSFUL BIDDER, FULTON COUNTY MAY PROCURE THE ARTICLES FOR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL BIDDER RESPONSIBLE FOR ANY RESULTING EXCESS COST.
31. THE COUNTY MAY AWARD ANY BID IN WHOLE OR IN PART TO ONE OR MORE VENDORS OR REJECT ALL BIDS AND/OR WAIVE ANY TECHNICALITIES IF IT IS IN THE BEST INTERESTS OF THE COUNTY TO DO SO. IN THE EVENT THAT ALL BIDS ARE NOT REJECTED, BIDS FOR ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES WILL BE AWARDED TO THE LOWEST "RESPONSIBLE" BIDDER(S) AS

DETERMINED BY FULTON COUNTY. SUBMITTING THE LOWEST BID, AS PUBLISHED AT THE BID OPENING, DOES NOT CONSTITUTE AN AWARD NOR THE MUTUAL EXPECTATION OF AN AWARD OF A CONTRACT OR PURCHASE ORDER. FOR PURPOSES OF THIS NOTICE AND THE ATTACHED BID SHEETS, A PURCHASE ORDER IS A CONTRACT TO PROVIDE ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES AND IS INTENDED TO HAVE THE FULL FORCE AND EFFECT OF A CONTRACT. A BREACH OF THE TERMS AND CONDITIONS OF A PURCHASE ORDER CONSTITUTES A BREACH OF CONTRACT.

32. EVALUATION OF BIDS - ANY AWARD WILL BE SUBJECT TO THE BID BEING:
 - A. COMPLIANT TO THE SPECIFICATION - MEETS FORM, FIT, AND FUNCTION REQUIREMENTS STATED OR IMPLIED IN THE SPECIFICATION.
 - B. LOWEST COST TO THE COUNTY OVER PROJECTED USEFUL LIFE.
 - C. ADMINISTRATIVELY COMPLIANT - INCLUDING ALL REQUIRED BONDS, INSURANCE, ESTABLISHED QUALITY OF WORK AND GENERAL REPUTATION, FINANCIAL RESPONSIBILITY, RELEVANT EXPERIENCE, AND RELATED CRITERIA.
33. ALL BIDS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
34. ALL BIDS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND BID OPENING PROCEDURES, O.C.G.A. 43-14-8.2(H).
35. SILENCE OF SPECIFICATIONS - THE APPARENT SILENCE OF THIS SPECIFICATION, AND ANY SUPPLEMENT THERETO, AS TO DETAILS, OR THE OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, WILL BE REGARDED AS MEANING ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ONLY MATERIALS OF THE HIGHEST QUALITY, CORRECT TYPE, SIZE, AND DESIGN ARE TO BE USED. ALL INTERPRETATIONS OF THIS SPECIFICATION WILL BE MADE UPON THE BASIS OF THIS STATEMENT, WITH FULTON COUNTY INTERPRETATION TO PREVAIL.
36. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL INITIATE OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATIONS REGARDING THIS SOLICITATION WITH ANY COUNTY OFFICER, ELECTED OFFICIAL, EMPLOYEE, OR DESIGNATED COUNTY REPRESENTATIVE, BETWEEN THE DATE OF THE ISSUANCE OF THIS SOLICITATION AND THE DATE OF THE COUNTY MANAGER'S RECOMMENDATION TO THE BOARD OF COMMISSIONERS FOR AWARD OF THE SUBJECT CONTRACT, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION.
37. ALL VERBAL AND WRITTEN COMMUNICATIONS INITIATED BY SUCH PERSON, FIRM, OR ENTITY REGARDING THIS SOLICITATION, IF SAME ARE AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION, SHALL BE DIRECTED TO THE PURCHASING AGENT.
38. ANY VIOLATION OF THIS PROHIBITION OF THE INITIATION OR CONTINUATION OF VERBAL OR WRITTEN COMMUNICATIONS WITH COUNTY OFFICERS, ELECTED OFFICIALS, EMPLOYEES, OR DESIGNATED COUNTY REPRESENTATIVES SHALL RESULT IN A WRITTEN FINDING BY THE PURCHASING AGENT THAT THE SUBMITTED BID OR PROPOSAL OF THE PERSON, FIRM, OR ENTITY IN VIOLATION IS NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
39. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR ENTITIES AUTHORIZED TO EXECUTE DOCUMENTS OR OTHERWISE BIND THE JOINT VENTURE IN ALL TRANSACTIONS WITH FULTON COUNTY, OR BE ACCOMPANIED BY

A DOCUMENT, BINDING UPON THE JOINT VENTURE AND ITS CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

CERTIFICATION REGARDING DEBARMENT

- (1) The 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.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the

term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

- a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with the bid. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation. The Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

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

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

COMPLIANCE PROCEDURES:

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

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

(_____)
Title Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting 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. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

PRIME BIDDER: _____

ITB/RFP NUMBER: _____

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

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

If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of 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: _____ %

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Small Business Enterprise Agreements: (\$)

Total Percentage Value: (%)

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

Signature/Title: _____
Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number _____
Project Name _____

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

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

(Prime Bidder)

Signature _____

Title _____

Date _____

(Subcontractor)

Signature _____

Title _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

RFP No. _____

Project Name _____

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

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

1. Firms:

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

Nature of Business: _____

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

Nature of Business: _____

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

Nature of Business: _____

NAME OF JONT VENTURE (If applicable): _____

PRINCIPAL OFFICE ADDRESS: _____

CITY/STATE/ZIP: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

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

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

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

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

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

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

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

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

Date: _____

(Company)

(Signature of Affiant)

(Printed Name)

Date: _____

(Company)

(Signature of Affiant)

(Printed Name)

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

State of _____:

County of _____:

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

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

Notary Public

(Notary Seal) Signature

Commission Expires

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

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

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Cont
Name:					
Address:					
Telephone #:					

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____

 (Signature)

(Printed Name)