



# FULTON COUNTY

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## VISION

People Families Neighborhoods

## MISSION

To serve, protect and govern in concert with local municipalities

## VALUES

People	Customer Service
Ethics	Resource Management
Innovation	Equal Opportunity

## Invitation to Bid 20050005YC

**Manholes, Frames and Grates  
By the  
Public Works Department  
Bid Due: 11:00 a.m., January 12, 2005**

**130 Peachtree St. S.W. Suite 1168 Atlanta, Georgia 30303**

**CONTACT: Al Micah Phillips, Purchasing Dept. at 404-730-4214**

NOTE TO VENDOR:

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

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

SHOULD YOU RESPOND WITH A "NON-BID", PLEASE EXPLAIN WHY.

EXAMPLES ARE:

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

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

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- (3) OTHER:

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

Fulton County is soliciting bids from qualified vendors to provide sewer/manhole road construction products on a contractual as, if and/or when required basis for a 12 month period effective from date of award with an option to renew for two (2) additional one year contracts. (2006/2007)

Products requested include manholes, manhole covers, frames, grates, pre-cast catch basins, drop inlets, re-liners, boot, adjustment rings and extensions rings, base, riser and cone sections and adapters.

For technical and procedural information please contact, AlMicah Phillips at 404-730-4214.

Items and bid prices:

Estimated Quantity	description
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Manholes, frames, pre-cast catch basins; drop inlets quantities shown are estimates by giving these quantities as estimates, Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the county at the unit price bid regardless of actual quantity ordered.

**(Concrete):**

1. 100 v/ft. Precast Catch Basin                      Price per unit: \$\_\_\_\_\_ (1)
2. 50 each Frame with cover, 157#, light casting for precast slab  
Price per unit: \$\_\_\_\_\_ (2)
3. 70 each Frame with cover, 450#,                      Price per unit: \$\_\_\_\_\_ (3)
4. 50 each Cover only, 178#:  
    A. Vented  
    Price per unit: \$\_\_\_\_\_ (4)  
  
    B. Solid  
    Price per unit: \$\_\_\_\_\_ (4b)
5. 75 each Frame with cover, 460# water-tight machined, complete w/neoprene rubber gasket and bolts, for use in flood hazard areas  
    Price per unit: \$\_\_\_\_\_ (5)
6. 20 each Grate only, type a, 263#  
    Price per unit: \$\_\_\_\_\_ (6)

7. 50 each Grate only, type b, 330#  
Price per unit: \$\_\_\_\_\_ (7)
8. 50 each Frame only, type a&b, 180#  
Price per unit: \$\_\_\_\_\_ (8)
9. 50 each Adjustment ring, 6" reinforced concrete grade  
Price per unit: \$\_\_\_\_\_ (9)
10. 50 each Monolithic pre-cast invert  
Price per unit: \$\_\_\_\_\_ (10)

**Steel Adjusting Rings:**

11. 250 each One (1) inch high  
Price per unit: \$\_\_\_\_\_ (11)
12. 250 each One and one-half (1-1/2) inch high  
Price per unit: \$\_\_\_\_\_ (12)
13. 20 ea Two (2) inch high  
Price per unit: \$\_\_\_\_\_ (13)
14. 20 ea Two and one half (2.5")  
Price per unit: \$\_\_\_\_\_ (14)
15. 20 ea Three (3") inch high  
Price per unit: \$\_\_\_\_\_ (15)

**Manholes, Re-liners, Extensions and Steps (fiberglass):**

**Manholes:**

16. 10 ea 48" x 36" with korbel and anti-flotation bottom  
Price per unit: \$\_\_\_\_\_ (16)
17. 10 ea 60" x 36" with korbel and anti-flotation bottom  
Price per unit: \$\_\_\_\_\_ (17)

18. 10 ea 72" x 36" with korbel and anti-flotation bottom  
Price per unit: \$\_\_\_\_\_ (18)

19. 100 vf Forty-eight (48) inch diameter  
Price per unit: \$\_\_\_\_\_ (19)

**Re-liners:**

20. 10 ea 42" x 36" with korbel without bottom  
Price per unit: \$\_\_\_\_\_ (20)

21. 10 ea 54" x 36" with korbel without bottom  
Price per unit: \$\_\_\_\_\_ (21)

22. 10 ea 66" x 36" with korbel without bottom  
Price per unit: \$\_\_\_\_\_ (22)

**Extensions for above:**

23. 10 each 48" x 6"  
Price per unit: \$\_\_\_\_\_ (23)

24. 10 each 42" x 6"  
Price per unit: \$\_\_\_\_\_ (24)

25. 10 each 54" x 6"  
Price per unit: \$\_\_\_\_\_ (25)

26. 10 each 72" x 6"  
Price per unit: \$\_\_\_\_\_ (26)

27. 10 each 66" x 6"  
Price per unit: \$\_\_\_\_\_ (27)

**Step:**

28. 10 vf Standard, per ATSM Specifications  
Price per unit: \$\_\_\_\_\_ (25)

Base, Base section with pre-cast invert - per design, riser and cone sections, and adapters:  
bases:

**Four (4) foot diameter x the following vertical dimensions:**

- 29. 50 each One (1) foot  
Price per unit: \$\_\_\_\_\_ (29)
- 30. 50 each Two (2) foot  
Price per unit: \$\_\_\_\_\_ (30)
- 31. 50 each Three (3) foot  
Price per unit: \$\_\_\_\_\_ (31)
- 32. 50 each Four (4) foot  
Price per unit: \$\_\_\_\_\_ (32)

**Five (5) foot diameter x the following vertical dimensions:**

- 33. 50 each One (1) foot  
Price per unit: \$\_\_\_\_\_ (33)
- 34. 50 each Two (2) foot  
Price per unit: \$\_\_\_\_\_ (34)
- 35. 50 each Three (3) foot  
Price per unit: \$\_\_\_\_\_ (35)
- 36. 50 each Four (4) foot  
Price per unit: \$\_\_\_\_\_ (33)

**Six (6) foot diameter x the following vertical dimensions:**

- 37. 50 each one (1) foot  
Price per unit: \$\_\_\_\_\_ (37)
- 38. 50 each two (2) foot  
Price per unit: \$\_\_\_\_\_ (38)
- 39. 50 each three (3) foot  
Price per unit: \$\_\_\_\_\_ (39)

40. 50 each four (4) foot  
Price per unit: \$\_\_\_\_\_ (40)

**Base section with pre-cast invert, per design:**

41. 50 each base section with pre-cast invert per design  
Price per unit: \$\_\_\_\_\_ (41)

42. 50 each Monolithic pre-cast invert  
Price per unit: \$\_\_\_\_\_ (42)

**Four (4) foot riser section x the following vertical dimensions:**

43. 50 each One (1) foot  
Price per unit: \$\_\_\_\_\_ (43)

44. 50 each One and one-half (1-1/2) foot  
Price per unit: \$\_\_\_\_\_ (44)

45. 50 each Two (2) foot  
Price per unit: \$\_\_\_\_\_ (45)

46. 50 each Two and one-half (2-1/2) foot  
Price per unit: \$\_\_\_\_\_ (46)

47. 50 each Three (3) foot  
Price per unit: \$\_\_\_\_\_ (47)

48. 10 each Three and one-half (3-1/2) foot  
Price per unit: \$\_\_\_\_\_ (48)

49. 10 each Four (4) foot  
Price per unit: \$\_\_\_\_\_ (49)

50. 10 each Four and one-half (4-1/2) foot  
Price per unit: \$\_\_\_\_\_ (50)

**Five (5) foot risers sections x the following vertical dimensions:**

51. 50 each One (1) foot  
Price per unit: \$\_\_\_\_\_ (51)

52. 50 each One and one-half (1-1/2) foot  
Price per unit: \$\_\_\_\_\_ (52)

53. 50 each Two (2) foot  
Price per unit: \$\_\_\_\_\_ (53)

54. 10 each Two and one-half (2-1/2) foot  
Price per unit: \$\_\_\_\_\_ (54)

55. 50 each Three (3) foot  
Price per unit: \$\_\_\_\_\_ (55)

56. 10 each Three and one-half (3-1/2) foot  
Price per unit: \$\_\_\_\_\_ (56)

57. 50 each Four (4) foot  
Price per unit: \$\_\_\_\_\_ (57)

58. 10 each Four and one-half (4-1/2) foot  
Price per unit: \$\_\_\_\_\_ (58)

**Six (6) foot risers sections x the following dimensions:**

59. 50 each One (1) foot  
Price per unit: \$\_\_\_\_\_ (59)

60. 50 each One and one-half (1-1/2) foot  
Price per unit: \$\_\_\_\_\_ (60)

61. 50 each two (2) foot  
Price per unit: \$\_\_\_\_\_ (61)

62. 10 each Two and one-half (2-1/2) foot  
Price per unit: \$\_\_\_\_\_ (62)

63. 50 each Three (3) foot  
Price per unit: \$\_\_\_\_\_ (63)

64. 10 each Three and one-half (3-1/2) foot  
Price per unit: \$\_\_\_\_\_ (64)

65. 50 each Four (4) foot  
Price per unit: \$\_\_\_\_\_ (65)

66. 10 each Four and one-half (4-1/2) foot  
Price per unit: \$\_\_\_\_\_ (66)

**Cone sections:**

67. 50 each Twenty-four (24) inch  
Price per unit: \$\_\_\_\_\_ (67)

68. 50 each Thirty-six (36) inch  
Price per unit: \$\_\_\_\_\_ (68)

69. 50 each Forty-eight (48) inch  
Price per unit: \$\_\_\_\_\_ (69)

**Kor-n-Seal or equivalent boot, installed, in the following sizes:**

70. 50 each Six (6) inch  
Price per unit: \$\_\_\_\_\_ (70)

71. 50 each Eight (8) inch  
Price per unit: \$\_\_\_\_\_ (71)

72. 10 each Ten (10) inch  
Price per unit: \$\_\_\_\_\_ (72)

73. 50 each Twelve (12) inch  
Price per unit: \$\_\_\_\_\_ (73)

74. 10 each Fourteen (14) inch  
Price per unit: \$\_\_\_\_\_ (74)

75. 50 each Sixteen (16) inch  
Price per unit: \$\_\_\_\_\_ (75)

76. 10 each Eighteen (18) inch  
Price per unit: \$\_\_\_\_\_ (76)

- 77. 10 each Twenty (20) inch  
Price per unit: \$\_\_\_\_\_ (77)
- 78. 10 each Twenty-four (24) inch  
Price per unit: \$\_\_\_\_\_ (78)
- 79. 10 each Thirty (30) inch  
Price per unit: \$\_\_\_\_\_ (79)
- 80. 10 each Thirty-six (36) inch  
Price per unit: \$\_\_\_\_\_ (80)
- 81. 10 each Forty-two (42) inch  
Price per unit: \$\_\_\_\_\_ (81)
- 82. 50 each Seventy-two (72) inch  
Price per unit: \$\_\_\_\_\_ (82)
- 83. 10 each Eighty-four (84) inch  
Price per unit: \$\_\_\_\_\_ (83)
- 84. 10 each Ninety-six (96) inch  
Price per unit: \$\_\_\_\_\_ (84)

**Miscellaneous items:**

- 85. 50 each Single wing top  
Price per unit: \$\_\_\_\_\_ (85)
- 86. 50 each Double wing top  
Price per unit: \$\_\_\_\_\_ (86)
- 87. 50 each Pipe to manhole seal  
Price per unit: \$\_\_\_\_\_ (87)

Quantities shown are estimates. By giving these quantities as estimates, Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to Fulton County Government at the unit price bid regardless of actual quantity ordered. Unless otherwise specified, any reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand name products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of that level.

Comparable products of other manufacturers will be considered; however, in your offer of an "or equal" product you should clearly show how the "or equal" product specifications satisfy the example requirements in our cited make and model number. It shall be the responsibility of the bidders to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

The county reserves the right to request samples from any and all bidders prior to award. Failure to provide this data may be considered valid justification for rejection of bid.

Any and all substitutes bid must meet or exceed the following specifications.

### **Specifications**

All products must meet the requirements of State of Georgia, Department of Transportation (GDOT) standard specifications, latest edition and/or American Society of Testing and Materials (ASTM), American Association of State Highway and Transportation, Occupational Safety and Health Administration (OSHA), American Water Works Association or any combination, as specified by the county.

All material and/or parts shall be stored in a sheltered dry area free from extreme changes in temperature.

All parts shall be manufactured within the United States by an equal opportunity employer.

The manufacturer shall replace, free of charge, any product part that should become unserviceable under normal use for a period of one year from date of installation, provided such installation was properly made according to manufacturer's recommended procedure.

Bidder must be able to provide manufactured-to-fit pre-cast inverts in base sections.

### **Fiberglass manholes:**

This specification covers glass fiber-reinforced polyester manholes for use in Sanitary and Storm sewer, and road and construction applications. Manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl ester resins with fiberglass reinforcements. Manholes shall be a one-piece unit manufactured to meet or exceed all specifications of ASTM D-3753 (latest edition) of forty-eight (48) inch minimum internal diameter, unless otherwise specified; the reducer at the top of the circular manhole shall be twenty-two (22) inch minimum diameter.

The reinforcing materials shall be commercial grade "e" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or both, having a coupling agent that will provide a suitable bond between the glass reinforcement and materials: The resins used shall be a commercial grade unsaturated polyester resin or other suitable polyester or vinyl ester resin. Resins must meet ASTM D-465-59 and D1259-61. Resin tested without any reinforcing material must meet ASTM D790-70; D648-61; D570-63 and D2583-67.

The inner surface exposed to the chemical environment shall be a resin-rich layer of 0.010 to 0.020 inches thick. The inner surface layer exposed to the corrosive environment shall be followed with a minimum of two passes of chopped and roving of 0.5 inch (13mm) minimum length to a maximum 2.0 inch maximum length (50.8mm), and shall be applied uniformly to an equivalent weight of three ounces per foot, squared. Each pass of chopped roving shall be well-rolled prior to the application of additional reinforcement. The combined thickness of the inner surface and interior layer shall not be less than 0.10 inches (2.5mm).

After inner layer has been applied, the manhole wall shall be constructed with chop and continuous strand filament wound manufacturing process which insures continuous reinforcement and uniform strength and composition. The cone section, if produced separately, shall be affixed to the barrel section at the factory with resin-glass reinforced joint resulting in a one piece unit. Seams shall be fiberglass on the inside and the outside using the same glass-resin jointing procedure. Field joints shall not be acceptable by anyone except the manufacturer. Cured laminate must meet the requirements of ASTM D2584- 68; D695-69; D790-70; and D2583-67.

The exterior surface of the manhole shall have gray pigment, for uv protection, added to a minimum thickness of 0.125 inches.

The interior surface shall be resin rich with no exposed fibers. The surface shall be free of creasing, delaminating, blisters larger than 0.5 inch diameter and wrinkles of 0.125 inches or greater in depth. Surface pits shall be permitted if they are less than 0.75 inches in diameter and less than 0.0625 deep. Voids that cannot be broken with finger pressure and that are entirely below the resin surface shall be permitted if they are less than 0.5 inches in diameter and less than 0.0625 inches thick.

Manhole lengths shall be +/- two inches, in 6 inch increments; heights shall be from thirty-six inches and up, in 6 inch increments and the tolerance of inside diameter shall be +/- 1% of required manhole diameter.

In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3psig or greater than 5psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Test must be performed in accordance with ASTM 3753 8.6.

**Manhole extension rings:**

Manhole extension rings shall be fabricated of domestic A-36 with a minimum thickness of 3/4” for the inner ring and minimum of 1/2” for the outer ring. The riser system shall use three, 1/2” cone head set screws to anchor to the manhole frame. The manhole adjustment ring shall fit the existing casting without interference and the manhole lid shall have a bearing on the entire surface of the inner ring to prevent rocking.

The lid shall be removable without binding. The inner and outer rings shall have a full circumferential weld to prevent and differential movement between the inner and outer rings under traffic loads. The inner and outer ring shall be fabricated to +/- 1/16” concentricity.

The outer ring shall have an inside diameter no greater than 3/16” larger than the outside diameter of the manhole lid. All materials shall be bituminous asphalt coated. Riser rings shall be fabricated on a slope as required to conform to road contour. All welding shall be performed in accordance with AWS D1.5 Bridge Code b certified welders

**Physical properties shall be as follows :**

	Hoop /axial Direction	
A. Tensile strength (psi)	18,000	5,000
B. Tensile modules (psi)	0.6 x 10 <sup>6</sup>	0.7 x 10 <sup>6</sup>
C. Flexural strength (psi)	26,000	4,500
D. Flexural modules (psi)	1.4 x 10 <sup>6</sup>	0.7 x 10 <sup>6</sup>
E. Compressive (psi)	18,000	10,000

All tests shall be performed as specified in ASTM 3753 8, latest edition; D-790 and D-695.

Each completed manhole shall be examined for dimensional requirements, hardness and workmanship. All required ASTM 3753 testing shall be completed and records of all testing shall be kept and stored by the bidder. Copies of test records must be presented within five (5) days of formal written request of the county.

Fiberglass bottom - concrete may be used to form bench area and invert; concrete may also be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

The complete manhole shall have a minimum dynamic-load rating of 16,000 lbf, when tested in accordance with a.s.t.m. d 3753. To establish this rating, the complete manhole shall not leak, crack or suffer other damage when load tested to 40,000 lbf., and shall not deflect vertically downward more than 0.25 inches at the point of load application when loaded to 24,000 lbf.

The manholes shall not leak when tested in accordance with a.s.t.m. d 3753.

When tested in accordance with a.s.t.m. d 3753, the log of percent retention of each property after immersion testing when plotted against the log of immersion time, and Extrapolated to 100,000 h shall assure retention of at least 50% of the initial properties.

The following properties shall be established for each type of construction used in the manhole and be in accordance with a.s.t.m. D 3753.

- a) Material composition - in percent by weight
- b) Compressive strength - in the hoop and axial directions of the manhole
- c) Flexural strength and modulus - of elasticity, in the hoop and axial directions of the manhole
- d) Hardness - of the surface
- e) Thickness - of each manhole-component part product marking: The manholes shall be marked with the following information:
  - a) Manufacturer's name and/or trademark
  - b) Manufacturer's factory location
  - c) Manufacturing serial number
  - d) Manhole total length

All products must meet the requirements specified by a.s.t.m.

If requested, kor-n-seal or equivalent boots must be installed by the manhole manufacturer using fiberglass reinforced pipe stub out for kor-n-seal or equivalent boot sealing surface.

If requested, manholes must be delivered with resin fiber-reinforced bottoms. Bottom shall have a minimum of three 1-1/2 inch deep x 3-1/2 inch wide stiffening ribs completely enclosed with resin fiber- reinforcement and have a minimum 3 inch anti-flotation ring. Manhole bottom shall be a minimum of 5/16 inch thick.

Pre-cast reinforced concrete manholes/sections specification covers pre-cast reinforced concrete manhole base sections, riser sections and appurtenances such as grade rings, tops and special sections for use in sewer and water works.

Pre-cast risers and grade rings manufactured according to this specification shall be of one type and precast tops shall be of the following three types:

- a) Concentric cone
- b) Eccentric cone
- c) Flat slab top

**Precast base sections shall be of the following two types:**

- a) Base riser section and separate base slab
- b) Base riser section with integral floor

Materials: Portland cement shall conform to the requirements of a.s.t.m. c 150, or shall be Portland blast-furnace slag cement or Portland pozzolan cement conforming to the requirements of a.s.t.m. c595.

Aggregates shall conform to specification a.s.t.m. c 33, except that the requirement for gradation shall not apply. Ad mixtures and blends may be used with the approval of the Public Works.

Steel reinforcement shall consist of wire conforming to a.s.t.m. a 82 or a 496; of wire fabric conforming to a.s.t.m. a 185 or a 497; or of bars of grade 40 steel conforming to a.s.t.m. a 615.

Design: the minimum compressive strength of the concrete in the manhole base, riser and top sections shall be 4,000 psi. The minimum wall thickness shall be one twelfth of the internal diameter of the riser or largest cone diameter. The access opening in cone or top sections shall be a minimum of 24 inches in diameter.

The circumferential reinforcement in base sections, risers and conical top sections may consist of either one or two lines of steel, the total area per vertical foot of which shall be not less than 0.0025 times the inside diameter in inches. Flat slab tops shall have a minimum thickness of 6 inches for risers up to and including 48 inches in diameter and 8 inches for larger diameters. Slabs shall be reinforced with a layer of steel a minimum area of 0.12 inches squared per linear foot in both directions. Openings in flat slabs shall be additionally reinforced with a minimum of the equivalent of 0.20 inches squared of steel at 90 degrees. Straight rods used to reinforce openings shall have a minimum length equal to the diameter of the openings plus 2 inches.

The circumferential reinforcement in grade rings shall have an equivalent area of not less than 0.07 inches squared per vertical foot but not less than 0.024 inch squared in any one grade ring.

Base slabs or floors shall have a minimum length equal to the diameter of the opening plus 2 inches. Base slabs or floors shall be reinforced with a layer of steel with a minimum area of 0.12 inches squared per linear foot in both directions.

Supplier must be able to supply monolithic pre-cast invert systems for eight (8) inch pipe, when requested.

Placement of reinforcement: Where one line of circular reinforcement is used, it shall be placed in the center third of the wall. Where two lines of circular reinforcement are used, each line shall be so placed that the protective covering over the circumferential reinforcement in the wall of the section shall be 1 inch.

Either the tongue or groove of the joint shall contain circumferential reinforcement equal in area to that of a single line within the wall of the section. The location of the reinforcement shall be subject, however, to the permissible variations in dimensions listed below.

In flat slab tops, the layers of reinforcement shall be placed near the bottom surface so that the protective cover over the reinforcement shall be 1 inch. Flat slab tops manufactured without a joint or other indication of the top or bottom of the slab shall be manufactured with two layers of steel reinforcement, one located near the bottom surface and one near the top surface so that the protective cover over each layer is 1 inch. The exposure of the ends of the reinforcement shall not be a cause for rejection.

In base slabs or floors, the layer of reinforcement shall be placed above the mid-point, and the minimum protective cover over the reinforcement shall be 1 inch.

Reinforcement of a given total steel area may be composed of two layers if the layers are not separated by more than the thickness of one cross member plus 1/4 inch. The two layers shall be tied together to form a single rigid cage. All other specification requirements such as laps, welds and tolerances of placement in the wall of the manhole, risers and tops, etc. shall apply to this method of fabricating a line of reinforcement.

Longitudinal: Each line of circumferential reinforcement shall be assembled into a cage that shall contain sufficient longitudinal bars or members, extending through the wall of the manhole bases, risers and conical tops, to maintain the reinforcement rigidly in shape and correct position within the form. The exposure of the ends of stirrups or spacers that have been used to position the cages during the placement of the concrete shall not be a cause for rejection.

Laps, welds and spacing: If the splices are not welded, the reinforcement shall be lapped not less than 20 diameters for deformed bars, and 40 diameters for plain bars and cold-drawn wire. The spacing center to center of adjacent rings of circumferential reinforcement in a cage shall not exceed 6 inches for manhole risers and conical tops. The continuity of the circumferential reinforcing steel shall not be destroyed during the manufacture of the manhole risers and tops.

Joints: The reinforced concrete manhole base and riser sections, excepting grade rings, shall be formed with male and female ends so that when the manhole, compatible with the tolerances given under "permissible variations". The joints shall be of such design as will permit placement without appreciable irregularities in the interior wall surface of the manhole. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "exceptions to bid conditions", and shall be attached to bid.

Bid awarded will be made to the lowest responsible and responsive bidder. The quality of the articles to be supplied, conformity with the specifications, the suitability to requirements, delivery terms, conditions and any guarantee clauses shall be taken into consideration.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the bid prices for the stated duration of the award.

Bidder shall provide the following information: (9)

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

Contact person: \_\_\_\_\_

Street address: \_\_\_\_\_

\_\_\_\_\_

Mailing address, if different from  
Above: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

A/c and telephone number: \_\_\_\_\_

**Vendor shall submit an original and three (2) copies of bid package.**

The last day of inquiries will be December 29, 2004. Only communications that are in writing and signed will be recognized by the County. All inquiries must include name of the proposal and the proposal RFP number. 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.

FOR PROCEDURAL INFORMATION PERTAINING TO PURCHASING MATTER,  
PLEASE CONTACT AL MICAH PHILLIPS – PURCHASING DEPARTMENT,  
(404) 730-4214.

Any award made as a result of this bid will be for 12 months effective from date of award. Fulton County reserves the right to renew the contract for an additional two (2) years (2006 /2007) pending contract terms; satisfactory contractor performance. Silence of specifications: the apparent silence of this specification and any supplement thereto, as to details, or omission from it of a detail description concerning any point will be regarded as meaning only the best commercial practices are to prevail. Only products of highest quality, correct type, size and design are to be used. All interpretation of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

REMARKS OR EXCEPTIONS:

BIDDER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS AND THAT THE SIGNATURE BELOW IS THAT OF AN INDIVIDUAL AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE BIDDING COMPANY.

COMPANY: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

(Date)

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

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_ (Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

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

Company:

Signature:

Name:

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

(CORPORATE SEAL)

## **FULTON COUNTY BIDDING GENERAL REQUIREMENTS**

### **NOTICE TO ALL BIDDERS (FORM 99)**

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

1. THE BID SHEETS INCLUDED IN THIS INVITATION TO BID MUST BE FULLY COMPLETED AND RETURNED WITH THE BID UNLESS OTHERWISE SPECIFIED IN WRITING BY THE PURCHASING DEPARTMENT. TYPE OR NEATLY PRINT THE DATE, COMPANY NAME, AND THE FULL LEGAL NAME AND TITLE OF THE PERSON(S) SIGNING THE BID IN THE PLACE PROVIDED AT THE BOTTOM OF EACH BID SHEET. ANY ADDITIONAL SHEETS SUBMITTED MUST CONTAIN THE SAME SIGNATURE AND BIDDER INFORMATION.
2. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. NO FAX BIDS OR REPRODUCTION BIDS WILL BE ACCEPTED, EXCEPT THAT PHOTOCOPIES MAY BE SUBMITTED IN ADDITION TO THE ORIGINAL WHEN MULTIPLE COPIES OF THE BID ARE SPECIFICALLY REQUESTED IN THE INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS WHICH ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING 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 PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
34. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND BID OPENING PROCEDURES, O.C.G.A. 43-14-8.2(H).
35. SILENCE OF SPECIFICATIONS - THE APPARENT SILENCE OF THIS SPECIFICATION, AND ANY SUPPLEMENT THERETO, AS TO DETAILS, OR THE OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, WILL BE REGARDED AS MEANING ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ONLY MATERIALS OF THE HIGHEST QUALITY, CORRECT TYPE, SIZE, AND DESIGN ARE TO BE USED. ALL INTERPRETATIONS OF THIS SPECIFICATION WILL BE MADE UPON THE BASIS OF THIS STATEMENT, WITH FULTON COUNTY INTERPRETATION TO PREVAIL.
36. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL 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 BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.
  
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### INSTRUCTIONS FOR CERTIFICATION

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

**(FC CODE SEC. 2-322. DEBARMENT). (A) AUTHORITY TO SUSPEND.** AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER

DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR STRUCTURED; PROVIDED, FURTHER, THAT ANY SUCH ENTITY SHALL ALSO BE SUBJECT TO SUSPENSION UNDER THIS SECTION IF ANY OF ITS CONSTITUENTS, MEMBERS, SUBCONTRACTORS AT ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION AND THE ENTITY, OR ANY CONSTITUENT OR MEMBER, KNEW OR SHOULD HAVE KNOWN OF THE COMMISSION OF THE ACT. THE SUSPENSION SHALL BE FOR A PERIOD NOT TO EXCEED THREE YEARS UNLESS CAUSE IS BASED ON A FELONY CONVICTION FOR AN OFFENSE RELATED OR ASSOCIATED WITH FRAUDULENT CONTRACTING OR MISAPPROPRIATION OF FUNDS WHEREIN THE SUSPENSION SHALL NOT EXCEED SEVEN YEARS.

**(B) CAUSES FOR SUSPENSION.** THE CAUSES FOR SUSPENSION INCLUDE:

- (1) CONVICTION FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAIN OR ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;
- (2) CONVICTION OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;
- (3) CONVICTION OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;
- (4) VIOLATION OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;
  - A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;
  - B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;
  - C. MATERIAL MISREPRESENTATION OF THE COMPOSITION OF THE OWNERSHIP OR WORKFORCE OR BUSINESS ENTITY CERTIFIED TO THE COUNTY AS A MINORITY BUSINESS ENTERPRISE; OR
  - D. FALSIFICATION OF ANY DOCUMENTS.
- (5) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.
- (6) KNOWING MISREPRESENTATION TO THE COUNTY, OF THE USE WHICH A MAJORITY OWNED CONTRACTOR INTENDS TO MAKE A MINORITY BUSINESS ENTERPRISE (A BUSINESS ENTITY AT LEAST 51 PERCENT OF WHICH IS OWNED AND CONTROLLED BY MINORITY

PERSONS, AS DEFINED IN FULTON COUNTY CODE CHAPTER 6, ARTICLE B, MINORITY BUSINESS ENTERPRISE AFFIRMATIVE ACTION PROGRAM AND CERTIFIED AS SUCH BY THE COUNTY), AS A SUB-CONTRACTOR OR A JOINT VENTURE PARTNER, IN PERFORMING WORK UNDER CONTRACT WITH THE COUNTY.

### **NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT**

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

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

The Plan **must** identify and include:

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

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

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

**COMPLIANCE PROCEDURES:**

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

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

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

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

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

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

( \_\_\_\_\_ )  
Title Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
  
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
  
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

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

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

\_\_\_\_\_

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

### **EXHIBIT B – EMPLOYMENT REPORT**

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

<b>EMPLOYEES</b>
------------------

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)												
<b>TOTALS</b>												

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

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

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

This completed form is for (Check one) \_\_\_\_\_ Bidder \_\_\_\_\_ Subcontractor

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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 VENURE 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)

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

**Date:** \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature of Affiant)  
 \_\_\_\_\_  
 (Printed Name)

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

**Date:** \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature of Affiant)  
 \_\_\_\_\_  
 (Printed Name)

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

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

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

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

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

\_\_\_\_\_

**Notary Public**

(Notary Seal)

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Commission Expires**

## EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

MOD		
		ER:
		TION:

PRIME CONTRACTOR	Award Date	Award Amount	Amount

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

### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Contractor	Description of Work	Contract Amount	Paid To Date	Requisition This Period
TOTALS				

Executed By: \_\_\_\_\_

(Signature)

(Printed Name)