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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

**DEPARTMENT OF PURCHASING**  
**BID: 20050009YB**  
**FOR**

**2005 INTEGRATED MOSQUITO MANAGEMENT PROGRAM**  
**FOR THE FULTON COUNTY HEALTH & WELLNESS DEPARTMENT**

**BID DUE DATE: NOVEMBER 09, 2004 AT 11:00 AM**  
**LEGALLY PREVAILING TIME**

**CONTACT CHARLIE CROCKETT AT (404) 730-5800 or**  
**EMAIL: [charlie.crockett@co.fulton.ga.us](mailto:charlie.crockett@co.fulton.ga.us) for Technical Questions**

**\*\*EXHIBIT A\*\***  
**FULTON COUNTY DEPARTMENT OF HEALTH AND WELLNESS**  
**2005 INTEGRATED MOSQUITO MANAGEMENT PROGRAM**  
**SPECIFICATIONS**

**INTRODUCTION**

It is the intention of these specifications to describe those requirements deemed necessary by the Fulton County Department of Health and Wellness ("FCDHW") in providing mosquito abatement services. FCDHW desires to institute an integrated pest management (IPM) program for the prevention of West Nile Virus (WNV). Prevention requires early detection and therefore, requires that the Contractor is fully operational by May 1, 2005, including the establishment of a permanent office, dedicated "dead bird hotline" telephone line, all equipment, personnel, and licensing.

**THE BIDDER HEREBY WARRANTS THE FOLLOWING:**

1. Contractor will be staffed and operational by May 1, 2005, including the transfer and activation of the Fulton County Department of Health and Wellness "dedicated hotline" telephone, licensed and trained personnel, laboratory facility, equipment (trucks and aircraft), and liability insurance.
2. That all personnel utilized in the Bidder's program shall be licensed by the Georgia Department of Agriculture as required.
3. That all insecticides used in the Contractor's program shall be approved by the United States Environmental Protection Agency for use in mosquito control and registered for such use in the State of Georgia.
4. Contractor shall utilize insecticides outlined in the 2005 Integrated Mosquito Management Program Specifications.
5. That the Contractor must include with their bid a certificate of insurance, with the FCDHW named as additionally insured, to conform to the Insurance Exhibit A, Section V of this document.
6. Contractor shall own, operate and be capable of treating specified areas designated by FCDHW by air (helicopter), truck, and on foot (backpack unit and hand application equipment). Contractor will provide at the time of the bid FAA Air Worthiness Certification and a sample FAA Congested Area Plan.
7. Contractor shall not use any subcontractors or assigns performing any terms of this agreement.

8. Contractor operates from a permanent office located in the greater Fulton County, metro-Atlanta area with adequate full time and part-time staff to meet the scope of the mosquito management program specified herein.
9. The Contractor's operation/project manager must have a minimum of 15 years experience in development, implementation, and oversight of municipal/community based, Integrated Pest Management Mosquito Control Program in the United States of America. A resume will be submitted as a part of bid.
10. The Contractor will fully provide all information on Exhibit C to demonstrate Contractor's qualifications for equipment, personnel, insecticides and support facilities.

## **I. GENERAL REQUIREMENTS**

- A. Applications of all insecticides will be in strict conformance with procedures and application rates approved by the United States Environmental Protection Agency and the Georgia Department of Agriculture. Any authorized aerial operations shall conform and comply with the Federal Aviation Administration rules and regulations.
- B. Contractor will prepare daily fax reports by 6:00 p.m. of each operational day by the close of business of that day. The report will summarize the status of all program activities, including surveillance results, larval and adult mosquito control operation performed and program recommendations. Contractor will include adult mosquito control applications and core program status by service type. Contractor will be available for meetings called by FCDHW.
- C. Contractor will have the staff capability to update the master FCDHW, mosquito larvae habitat aerial survey. The aerial survey will utilize MapInfo® as the software package for the geographic information system. The Contractor will submit with bid map samples to support this capability.
- D. Contractor will submit with the bid a bid bond or cashiers check for a value of 15% of the total bid, core program amount. The bid bond or cashiers check will be payable to Fulton County.
- E. Contractor's field personnel will wear contractor's company uniform (t-shirts) and identification badges provided by FCDHW at all times. Contractor must purchase and display the FCDHW logo on the sides of the trucks in the fleet.
- F. Invoicing the Mosquito Control Program will be made on a "lump sum" basis for the fixed services in Exhibit B of this contract. The contract cost will be billed in equal monthly invoices on the fifteenth of each month per the

schedule on Exhibit B. A “ cost per application ” for mosquito control applications will be established. Any such identified applications beyond the core program will be approved by the FCDHW in writing.

- G. Contractor will maintain daily contact with FCDHW designated contact person by providing Nextel telephones, “Direct Connect” communication system. In addition, Contractor will maintain daily operational contact with all contractors’ field personnel via Nextel phone, “Direct Connect” communication. The Contractor will provide the Nextel phone system.
- H. Contractor will provide a dedicated “hotline,” telephone line for Fulton County residents to call in dead birds, stagnant water, and to inquire about West Nile Virus (WNV). Fulton County Department of Health and Wellness is designated as the sole owner of this “hotline” and its telephone number (404) 524-7368. Contractor will be responsible for the maintenance and upkeep of the “hotline” during the contract period to include payment of services for that period. The Contractor will ensure that the “hotline” and telephone number (404) 524-7368 are transferred to Fulton County Department of Health and Wellness not later than January 5, 2006. Contractor will be responsible for the daily, routine screening and reporting of calls. All calls will be logged on a form provided by FCDHW. Telephone calls pertaining to stagnant water complaints will be referred to FCDHW Environmental Health Services personnel. The Hotline number shall be displayed on each vehicle in the fleet.
- I. Contractor will support FCDHW’s public relations program by providing news release templates and be available for media interviews as needed.
- J. Contractor will provide a quality control program to verify the performance and accuracy of all phases of field operations. Quality control reports will be available for review at any time by FCDHW. A detailed description of the quality control program will be included with the bid.
- K. Contractor’s fleet of vehicles will be parked at a secure location. All pesticide tanks and containers on each truck will be locked.
- L. Contractor will provide on-going consulting for the development and enhancement of the FCDHW Integrated Mosquito Management Program

## **II. ARBOVIRUS SURVEILLANCE AND MOSQUITO POPULATIONS MONITORING**

- A. Contractor will maintain and operate ten (10) ABC carbon dioxide baited light traps weekly for the collection of live adult mosquitoes for arboviral testing between June 1, 2005 and November 30, 2005. Collected specimens will be handled per state and federal protocols, counted, identified to species and sex,

pooled by species, and shipped on dry ice to the University of Georgia, College of Veterinary Medicine, Southeastern Cooperative Wildlife Disease Study, Athens, Georgia.

- B. Contractor shall maintain and operate five (5) gravid traps weekly for the collection of live adult mosquitoes for arboviral testing between June 1, 2005 and November 30, 2005. Collected specimens will be handled in the same manner as described above in IIA. Trap failures due to equipment malfunction or trap nights lost, due to traps being set on nights of heavy predicted storms will not be charged to FCDHW.
- C. FCDHW will determine all trap sites. The frequency of ABC and gravid trapping will vary depending upon weather conditions, the relative abundance and/or geographical distribution of mosquitoes. The following chart provides the number of trap nights per month to be provided by the Contractor.

<b>TRAPS NIGHTS/MONTHS</b>			
<b>MONTH</b>	<b># WEEKS</b>	<b>ABC</b>	<b>GRAVID</b>
<b>JUNE</b>	5	50	25
<b>JULY</b>	4	40	20
<b>AUGUST</b>	4	40	20
<b>SEPTEMBER</b>	5	50	25
<b>OCTOBER</b>	4	40	20
<b>NOVEMBER</b>	5	50	25
<b>TOTAL</b>	27	270	135

The Contractor’s staff will work closely with FCDHW to determine the best possible trapping locations. Contractor will establish a unit rate, per trap night, for trapping beyond the above core program limits on Exhibit B. The core program calls for a minimum of 405 trap nights.

- D. Contractor will provide the timely collection, handling, processing and shipping of up to 75, potentially WNV – positive dead bird species (Crows, Blue Jays and Raptors). Contractor will frequently screen the FCDHW “Hotline” telephone number and respond promptly to dead birds reported within four (4) to eight (8) hours, Monday through Thursday. Bird specimens will be shipped directly by United Parcel Post (UPS) to the University of Georgia Laboratory, Athens, Georgia per specified state and federal protocols. Dead birds shall be shipped no later than 3:30 p.m. of each day, Monday through Thursday. The Contractor will not collect dead bird specimens on Fridays, Saturdays, or Sundays due to laboratory limitations for accepting birds.

A unit rate per bird will be established by the Contractor for the collection of birds beyond the 75 birds in the core program in Exhibit B.

- E. Contractor will provide mosquito surveillance data analysis and interpretation.

### III. LARVAL MOSQUITO CONTROL

- A. Contractor will provide the treatment for up to 25,000 open street catch basins, inlets, and manholes within all designated “Hot Zones” (as specified and approved by FCDHW) with one (1) 150-day application of Altosid XR Ingot briquette per catch basin. Contractor will maintain field records of all catch basin applications including product, dosage rate, date; staff, street and GPS coordinate information.

FCDHW will adjust the treatment areas as necessary. This will be done in collaboration with the Contractor per review and analysis of arboviral data results (dead birds, human cases, and positive mosquito pools).

A unit rate, per catch basin will be established in Exhibit B for any FCDHW authorized catch basin treatments beyond the 25,000 in the core program.

- B. Contractor will treat by powered backpack and Vectolex granules all historical tire piles, junkyards, automobile tire and parts dealers and other *Culex* and *Aedes albopictus* container habitats within the established “Hot Zones”. Approximately 112 acres of container habitats are known to exist within the “Hot Zones” as established in 2001. Seven (7) treatments of container habitats approximately every 30 days, shall be made between June 1 and November 30, 2005 with Vectolex granules at the rate of 5 pounds per acre. All sites identified above will be reported on a form provided by FCDHW for abatement as soon as they are detected.

Contractor will maintain field records of all backpack larvicide treatments including product, dosage rate, date, description/name of location, staff, street address and GPS coordinates. New locations will be incorporated into the database for future treatments, and eliminated areas will also be entered into the database.

A unit rate, per acre, will be established in Exhibit B for any FCDHW authorized backpack treatments beyond the seven (7) treatments.

- C. The master survey for FCDHW revealed 1,834 potential larval sites within Fulton County. FCDHW staff will periodically direct the Contractor to inspect specified habitats, respond to residential complaints of stagnant water and/or backpack specified areas with Vectolex granules at the rate of five (5) pounds per acre.

A unit rate, per inspection site and acre treated will be established in Exhibit B for any FCDHW authorized inspections or backpack treatments beyond the core limits of the contract.

**IV. EMERGENCY ADULT MOSQUITO CONTROL CONSTINGENCY PROGRAM** *(Not Part of Core Contract Services)*

- A. Only the Commissioners, Officials of Fulton County and the Fulton County Public Health Director can authorize aduenticiding within the County. Authorization. This authorization for any aduenticiding activity must be in writing.
- B. Fulton County will provide the Contractor with escorts from the Sheriff's Department to accompany ultra low volume (ULV) spray trucks during operations. One sheriff escort per spray truck shall be provided.
- C. If authorized, Contractor will provide adult mosquito services in spray zones, harboring areas, county parks, special events, excessive annoyance conditions and/or a West Nile Virus alert due to a human case is issued or other arboviral surveillance data indicators.
- D. The Contractor will use the services and pesticides listed in the provisions below:
  - 1. ATV (all terrain vehicle) ultra-low volume (ULV) treatments with Anvil 10+10 insecticide at the rate of 0.0036 pounds of active ingredient (a.i.) per acre of spray approved zones.
  - 2. Truck ULV treatments with Anvil 10+10 insecticide at the same rate specified above in IV.C.1. (3.8 fl. oz/minute at 12 mph).
  - 3. Backpack barrier applications with a 0.5% Permethrin Emulsion applied at the rate of 0.1 pounds of a.i. per acre for the control of the adult mosquito population in vegetated areas in parks and other acres not accessible by truck/conventional means.
  - 4. Helicopter ULV applications with Anvil 10+10 at the rate of 0.62 fl. oz/acre or Fixed-wing ULV applications with Anvil 10+10 at the rate of 0.62 fl. oz/acre.
- E. Truck and aircraft ULV treatments will utilize GPS equipment to verify the location of all ULV adult mosquito control application of insecticide. Contractor will maintain permanent records of all ULV applications via written records and GPS information.

**V. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- 1. To the fullest extent permitted by law, the Contractor will defend, indemnify and hold harmless Fulton County Government, its agents, assignees and

employees from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this contract, caused in whole or in part by any negligent act or omission of the Contractor or anyone for whose acts Contractor may be liable. This duty is limited to the insurance available to the contractor or subcontractor and additional insureds as required by this agreement.

2. Contractor will provide, pay for, and maintain in force at all times during the terms of this contract, such insurance, including Worker's Compensation Insurance, Employer's Liability Insurance, Business Automobile Liability, Environmental Impairment Liability Insurance, Aircraft Liability Insurance, and Comprehensive General Liability Insurance as will assure Fulton County the protection contained in the foregoing indemnification and save harmless clauses undertaken by Contractor. Policies shall be issued by a company with an A.M. Best Rating of A- VIII or better.
3. Contractor will specifically protect Fulton County by naming Fulton County as an additional named insured under the Comprehensive General Liability Insurance, Business Automotive Liability, Aircraft Liability, and Environmental Impairment Liability Insurance, policy(s) hereinafter described, as reasonably afforded in the available insurance market. A current Certificate of Insurance meeting these requirements will be evidence of the required coverage.
4. Worker's Compensation Insurance will apply for all employees and in compliance with the "Workers Compensation Law" of the State of Georgia and all applicable Federal laws. In addition, the insurance policy(s) will include Employer's Liability covering the contractor with minimum limits of One Hundred Thousand Dollars (\$100,000.00) per occurrence, Five Hundred Thousand Dollars (\$500,000.00) disease policy limit, and One Hundred Thousand Dollars (\$100,000.00) disease each employee.
5. Contractor will maintain Comprehensive General Liability including coverage for Premises/Operations Liability on an occurrence basis, Products/Completed Operation Liability on an occurrence basis, and Personal Injury Coverage during the performance of this contract. Acceptable minimum limits are Ten Million Dollars (\$10,000,000.00) general aggregate, Ten Million Dollars (\$10,000,000.00) personal injury and advertising injury, and Ten Million Dollars (\$10,000,000.00) each occurrence. The required limits will be met by the issuance of an excess or umbrella coverage policy so long as the Fulton County is named as an additional insured on such policies.
6. Contractor will maintain a Business Automobile Liability including coverage for owned vehicles, non-owned vehicles, and hired vehicles during the performance of this contract. Acceptable minimum limits of One Million

Dollars (1,000,000.00) combined single limit for bodily injury and property damage will be required.

7. Contractor will maintain an Aircraft Liability Policy including coverage for owned aircraft during the performance of this contract. Acceptable minimum limits of One Million Dollars (\$1,000,000.00) each person and One Million Dollars (\$1,000,000.00) each occurrence will be required.
8. Contractor will maintain Environmental Impairment Liability Insurance for all ground and air operations during the performance of this contract. Limits of liability provided by such policy shall not be less than One Million Dollars (\$1,000,000.00) each claim and aggregate. Such policy may carry a deductible; however, any deductible shall not exceed Twenty Five Thousand Dollars (\$25,000) for each claim. The Certificate of Insurance for Environmental Impairment Liability Insurance shall reference the applicable deductible and the Project.
9. Notice of Cancellation, Expiration and/or Restriction: The policy(s) must be endorsed to provide Fulton County within ninety (90) days advanced written notice of cancellation, expiration, and/or restriction of coverage.
10. Contractor will furnish to Fulton County the FCDHW a certificate of insurance evidencing the insurance coverage required herein, and shall be submitted with the bid proposal. Such certificate(s) shall reference this agreement. The certificate holder will be the Fulton County to the attention of Fulton County's contact person. Fulton County reserves the right to require a certified copy of such policies upon request. All certificates will state that Fulton County will be given ninety (90) days prior written notice of cancellation and/or expiration.

## **VI. TELEPHONE COMPLAINTS**

As part of the Core Contract, the Contractor staff will provide, no later than May 1, 2005, a dedicated "hotline" telephone answering service. Contractor shall obtain specified information from each call, to include follow-up. The Contractor agrees to refer all standing water complaints to Environmental Health Services, FCDHW. Contractor will screen "hotline" calls of dead bird specimens weekly between Monday and Thursday. Contractor will only collect and ship species of birds as determined by FCDHW and the State of Georgia. These services will be provided at no additional charge to the FCDHW as part of the core program service package.

## **VII. LIMITATION OF SERVICES**

1. Contractor has the authority to perform core contract services in the sections I, II and III of this contract. Section IV adulticiding operations shall be performed only upon the receipt of written permission from Fulton County.
2. Contractor will not proceed with any work beyond the core contract. All other work beyond the core contract will require written authorization from Fulton County.
3. Fulton County reserves the right to sample for chemical or biological assay of any insecticides or biological control materials being used in the Fulton County.

FCDHW or its representative may take samples from any application equipment used by Contractor. The Contractor will direct their personnel to release samples on request by any agent of the FCDHW.

**\*\* B \*\***

**FULTON COUNTY DEPARTMENT OF HEALTH AND WELLNESS  
CORE CONTRACT PROPOSAL FOR THE 2005 INTEGRATED MOSQUITO  
MANAGEMENT PROGRAM**

PROGRAM SERVICE	UNIT	QUANTITY	**UNIT PRICE	NUMBER CYCLES	TOTAL
I. General requirements in core contract per specifications Section I, Paragraphs A, B, C, D, E, F, G, H, I, J, K & L	Each				Included in core program
II. Arbovirus surveillance and mosquito population monitoring per specifications in core contract, Section II, Paragraphs A, B, C, and D & E.					Included in core program
<ul style="list-style-type: none"> <li>• ABC Trap</li> <li>• Gravid Trap</li> <li>• Dead Bird Pickup</li> </ul>	Trap Night Trap Night Bird	260 130 75		1 1 1	
**III. Larval mosquito control per specifications in the core contract, Section III, Paragraph A, B & C					
<ul style="list-style-type: none"> <li>• Catch basins</li> <li>• Backpack Container Larviciding</li> <li>• Site Inspections</li> <li>• Backpack Larviciding</li> </ul>	CB Acre  Site Acre	25,000 784  As required As required		1 1  As required As required	Included in core program
* IV. Emergency Adult Mosquito Control per specifications Section IV, Paragraph A, B, C, D, & E					
<ul style="list-style-type: none"> <li>• ATV ULV</li> <li>• Truck ULV</li> <li>• Backpack Barrier</li> <li>• Helicopter ULV</li> <li>• Fixed wing ULV</li> </ul>	Mile Mile Mile Acre Acre	  0 0 0		  0 0 0	As authorized by FCDHW

*\* Minimum Quantities per Application:  
work*

<i>ATV/ULV</i>	<u>5</u>	<i>Miles</i>
<i>Truck ULV</i>	<u>50</u>	<i>Miles</i>
<i>Backpack Barrier</i>	<u>2</u>	<i>miles</i>
<i>Helicopter ULV</i>	<u>3000</u>	<i>acres</i>
<i>Fixed-wing ULV</i>	<u>10,000</u>	<i>acres</i>

*\*\* Unit prices established for  
work  
beyond the core  
program.*

**BIDDER'S NAME AND AUTHORIZED SIGNATURE:**

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NAME TITLE

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SIGNATURE DATE

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CORPORATION NAME

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ADDRESS

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ADDRESS

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CORPORATE PHONE NUMBER

**\*\* EXHIBIT C \*\***  
**FULTON COUNTY**  
**CONTRACTOR QUALIFICATIONS**

**EQUIPMENT REQUIREMENTS**

- a) A minimum of five (5) trucks installed with-mounted ultra low volume (ULV) sprayers.
- b) Each of the five trucks equipped with a ULV sprayer will be equipped with automatic variable flow controls to assure accurate application of insecticide at specified dosage rates per mile.
- c) Contractor will have available at all times a helicopter properly equipped to provide surveillance (update aerial survey) and provide larval control applications of insecticides within 48 hours after notification to proceed.
- d) Vehicles will be equipped with a GPS tracking device to record vehicle speeds and activity at all times according to “Monitoring Capabilities of Ground ULV Sprayers” section of this document.
- e) Contractor will have available at all times a helicopter properly equipped to provide emergency adult mosquito control applications of insecticides, to designated areas within seven days after notification to proceed. The aircraft will include GPS/GIS mapping capabilities according to “Aerial Equipment Monitoring Requirements” section of this document.

If aircraft equipment is provided under a lease agreement, the lease will provide the unencumbered availability of the required aircraft within seven days of notification to Contractor by the FCDHW. Such aircraft will remain continuously available to Contractor for the period of time required to apply the insecticide as specified. If the pilot of the aircraft has not previously made an aerial application of insecticide in the Fulton County, Contractor will complete one (1) or more aerial reconnaissance flights to familiarize him/herself with the areas of applications before applying any insecticide. Leased aircraft will meet all specifications provided in this document.

Any leases for equipment required to meet Contractor Qualifications will be submitted with Contactor’s Bid. Such leases must be fully executed.

- f) Contactor will have available sufficient hand-operated and power backpack insecticide applicators to efficiently complete all contract requirements.

## **EQUIPMENT**

All vehicles and applicators (this refers to equipment) utilized will be in compliance with all Federal, State, and Local regulations and will be approved for use by the Authorized Representative from FCDHW.

Trucks will be required to display the Fulton County Department of Health and Wellness logo on the sides of each unit, including the citizen response “Hotline” telephone number.

Bidder will have all equipment to perform work as required.

Bidder will list all equipment available under this Bid (i.e., number of trucks available to treat the FCDHW in one night).

The Ground ULV unit will meet the following requirements:

- Capable of meeting insecticide label specifications for calibration and droplet sizes when traveling up to 20 mph.
- Engine Size – 18HP or greater
- Blower Capability – 350 cu feet or air per minute replacement
- Spray Head – Instant cut-off insecticide flow
- Nozzle – capable of moving 360° horizontally or 200° vertically
- Automatic low pressure cut-off
- Minimum – 15-gallon insecticide tank, low profile. Fuel tank – 9-gallon minimum.
- Automatic engine idle back when spray is shut-off.
- Variable Speed Pump Systems – must have this capability with the following components:
  - Product spray rates – 1oz to 18oz/min
  - Able to spray ULV aduaticides
  - Be able to interface with truck speed
  - Be able to work in manual mode with single button/switch selections
  - Must be able to interface with monitor controller with GPS tracking and mapping
  - Must be designed so no aduaticide will flow through truck cab

## **CHEMICALS TO BE UTILIZED**

All chemicals and methods of applications will meet the requirements of the Georgia Department of Agriculture and other authorities having jurisdiction.

Bidder will provide certificate of analysis, from an independent laboratory, for each *formulated lot* of end use material utilized in the program.

The FCDHW will require specific brand/manufacturer items on a “NO SUBSTITUTE” basis because the County has found these items, by usage and experience to be the most durable, suitable, and acceptable.

Bidder will not apply any chemical, which has not been specifically approved by the Authorized Representative from FCDHW.

Bidder will use listed chemicals in this documents that have been authorized by the FCDHW.

Bidder will place proper public notices, when aduenticiding controls have been approved. etc.

The Bidder will be responsible for the safe use of chemicals. Transportation, handling, and the use of all chemicals will be in strict accordance with the manufacture’s label instructions and all applicable Federal, State, and Local laws and regulations.

Bidder will submit samples of formulations to be utilized, to the Authorized Representative from FCDHW upon request.

- Applications of formulas other than those directed by the Authorized Representative for the FCDHW are forbidden.

The FCDHW will approve application rates for all pesticides.

- Application rates to be used will be the application rates specified on the product label, application rates above or below EPA regulations is prohibited

Bidder will submit all specifications; cut sheets, Material Safety Data Sheet (MSDS) and manufacturers information with their Bid.

## **MONITORING REQUIREMENTS– GROUND ULV SPRAYERS**

### **EQUIPMENT:**

The truck/sprayer will be equipped with a GPS monitoring system. In order to assure quality control of Contractor, vehicles will be equipped with both real time and recorded monitoring.

- Bidder will be able to produce the following data during ULV spray operations:

- Driver or truck ID
- Total trip miles
- Total spray miles
- Total acres sprayed
- Average truck speed
- Number of truck stops
- State date and time
- End of spray time
- Audible warning to shut system down at low or high speed
- Will provide stops violation report
- Will be able record using GPS, speed of vehicle, sensing the location of vehicle.
- Information will be downloaded from an external computer to a mapping system and provide to Authorized Personnel within 24 hours of application, upon request.
- Will be compatible to download ASCII file to an IBM compatible computer
- Will be able to produce a formatted report from a removable memory module.
- Bidder will provide with their bid, a sample of the format for their report form and an explanation of all information to be recorded on the form. Any form provided by the Bidders will be approved by the Authorized Representative for the FCDHW.

## **AERIAL EQUIPMENT AND MONITORING REQUIREMENT**

- All aircraft (this refers to equipment) utilized must be in compliance with all Federal, State, and Local regulations and will be approved for use by the Authorized Representative for the FCDHW.
- Helicopter used in emergency adult mosquito control operation must be equipped with rotary atomizer to assure proper ULV droplet characteristics.
- Bidder shall have recording system be based on GPS technology and the bidder shall delineate the spray tracks when the spray switch was on and off. Recording system must be able to download files to the Arc view or MapInfo GIS mapping system.
- Bidder will have the ability to provide a minimum of one (1) helicopter to accomplish work.
- Bidder will list all aircraft and aerial equipment to perform work stipulated in the core contract.

## **MONITORING**

- Pesticide Applicators will be able to record and supply the following to the Authorized Representative of the FCDHW, within twenty (24) hours of application:

- Pilot and aircraft ID
- Total trip miles
- Total miles treated
- Total acres treated
- Application rate
- GPS track of route must interface with spray equipment run time
- Swath width
- Total volume applied
- Average air speed
- Take off date and time
- Date and times of start and stop applications

## **PERSONNEL REQUIREMENTS**

- a) Contractor will be licensed in the State of Georgia to provide mosquito control. All pilots, and spray operators shall be duly licensed as required for their respective duties. Spraying operators shall function under the direction of a licensed spray applicator.

If requested, Contractor will supply to the FCDHW, prior to beginning of control operations, the names of all licensed personnel to be assigned into Fulton County their respective license numbers and classifications, and their respective licensing agencies. Contractor will immediately advise the FCDHW, in writing, of any changes in licensed personnel so assigned.

- b) Contractor will employ or retain personnel with a Bachelor's or Master's degree in Biology, Environmental Science, Medical Entomology or Entomology that is capable of placing and maintaining mosquito light traps and identifying the species normally collected by said traps. Said personnel shall also be capable of identifying mosquitoes in their immature stages and differentiating them from species with similar characteristics.
- c) Contractor will employ a PhD in Medical Entomology to provide technical assistance in the interpretation of arboviral surveillance and guidance in the development of control strategies.
- d) Contractor will employ or retain a cartographer. Cartographer will have the capability of preparing and maintaining maps, charts, graphs, and other visual aids to describe clearly all-geographic, topographic and aquatic features of the Fulton County using a GIS mapping system, either MapInfo or Arc View.
- e) Contractor pilots will have a minimum of five hundred (500) hours of mosquito control spraying application experience. Pilots will have all licenses for aerial pesticide spraying required by all government agencies. License and pilot history must be submitted with the bid.

## **SUPPORT FACILITIES**

Contractors will have available no later than May 1, 2005:

- a) Complete entomological laboratory facilities and equipment adequate for evaluation of density and distribution of mosquito species.
- b) Adequate chemicals and chemical storage facilities
- c) To maintain reserves sufficient to provide for interruptions of supplies or emergency control operation; and
- d) A quality control program that assures effective performance of all personnel and insecticide application equipment; and
- e) A permanent office with sufficient staff and communications facilities to assure ready accessibility and prompt responses to the needs of the County; and
- f) Data processing services for computerized record keeping of breeding site and light trap data to maintain an historical database for operational planning decisions.

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
- (5) The price or prices in the bid are fair and proper and are not tainted by any collusion,  
conspiracy, connivance or unlawful agreement on the part of the bidder or any of its  
agents, representatives, owners, employees, or parties in interest, including this affiant.

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

Title

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

\_\_\_\_\_  
Title

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

(Date)

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

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

)ss.

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

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

- (1) He is \_\_\_\_\_  
(owner, partner officer, representative, or agent)  
of \_\_\_\_\_, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Bid submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work connection with the \_\_\_\_\_ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Bid is genuine and is not a collusive 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
<b>Male/Female</b>												
<b>Mgmt/Official</b>												
<b>Professional (Arch., P.E., etc.)</b>												
<b>Supervisors</b>												
<b>Office/Sales Clerical</b>												
<b>Craftsmen</b>												
<b>Laborers</b>												
<b>Others (Specify)</b>												
<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 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: \_\_\_\_\_ %

**\*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)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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 JOINT VENTURE (If applicable): \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

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

**EXHIBIT F – JOINT 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 (s)he) executed the  
same in the capacity therein stated and for the purpose therein contained.

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

(Notary Seal)

\_\_\_\_\_  
Signature

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

## EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

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

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

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

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

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

Executed By: \_\_\_\_\_  
 (Signature)

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