



# FULTON COUNTY

## 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   |

## PURCHASING DEPARTMENT REQUEST FOR INVITATION TO BID NO. 05ITB38030YC

### Uniforms and Accessories

For

The Public Works Department

**BID DUE TIME AND DATE:** 11:00 A.M. February 23, 2005  
**PROCEDURAL CONTACT:** MALCOLM TYSON at (404)-730-5811  
**E-MAIL:** [malcolm.tyson@co.fulton.ga.us](mailto:malcolm.tyson@co.fulton.ga.us)

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

**NOTE TO VENDOR REGARDING “NO-BID” RESPONSE**

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

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

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

Examples are:

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

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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 can be included in the future. Your input is needed; it will make a difference!

## **SECTION 1.0 GENERAL**

Fulton County (hereinafter called "County") is soliciting bids from qualified vendors to provide Uniforms and Accessories on a contractual as needed basis to the Public Works Department.

### **SECTION 1.1 BID DUE DATE AND SUBMISSION REQUIREMENTS**

Bids will be received in the office of the Purchasing Agent, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until **11:00 A.M., EST on Wednesday, February 23, 2005**. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.

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

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

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

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

### **SECTION 1.2 SEALED AND MARKED**

One signed original and two (2) copies of the bid shall be submitted in a Sealed Package. The envelope/package shall be clearly marked on the outside: "Sealed Bid No. 05ITB38030YC – Uniforms and Accessories, February 23, 2005", and addressed to:

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

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

### **SECTION 1.3 TIMELY RECEIPT OF BIDS**

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

### **SECTION 1.4 RESERVED RIGHTS**

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

### **SECTION 1.5 SPECIFICATIONS**

Section 1.5.1 The County has a significant investment in standardized uniforms. As representatives of the public, it is imperative that all uniformed employees present a professional and uniformly consistent image that is reflected by standardized uniforms in the department as applicable. Therefore, it is important that each bidder visit the department and view the uniforms currently in service, and note the specifications that may cite a brand name, model number and "or equivalent" description. Substitutions will be fairly evaluated and Fulton County reserves the right to be the sole judge of any "equivalent" item.

Section 1.5.2 The department has a uniform allotment per employee. It will be the successful vendor's responsibility to obtain the specified allotment from the department's contact person. The county will not be responsible for the payment of invoices that exceed the county's maximum allotment. To alleviate any confusion regarding invoices and private sales, County employees are restricted from entering into any private sales transactions until after they have met their individual uniform allotment and order(s) have been completely delivered.

Section 1.5.3 The successful vendor will be required to submit a consolidated invoice containing all individual invoices comprising of the completed order to the department contact person within two (2) weeks of delivery.

Section 1.5.4 **All garments furnished as a result of this contract must be new.** The garments listed are to be furnished with woven label, permanently affixed. All labels must include correct fabric content and identification and laundering (cleaning) instructions. The vendor will bag and tag each employee's uniforms and deliver to the appropriate site. All garments must be delivered thoroughly pressed in conformance with good trade practice of better quality garments. The successful bidder must be able to reasonably match existing uniforms. A sample uniform is available for examination in the Public Works Department. Please contact Jeanine Gosier-Merritts at (404) 730-7492 for viewing.

Section 1.5.5 Bidders shall deliver samples to the attention of the purchasing agent on or prior to the bid opening time and date. The bidder shall affix a label or tag to each item with the vendor name, address, item number and/or style, fabric type, bid number and bid opening date. It will be the responsibility of each vendor to remove samples at their expense within 30 days of the completion of the bid process and awarding of contract. Any property remaining past this deadline shall be considered abandoned and the county shall have the right to dispose of such property.

Section 1.5.6 Awarded bidder(s) must provide a recurring, responsive service for fitting of employees and processing of orders. Vendor may be required, at the County's discretion, to either (1) visit the using department, (2) use the vendor's facility located within the County or (3) use a mobile van, if vendor has this capability.

Section 1.5.7 Space at each department will only be available for use at the times and locations mutually agreed upon by the contractor and the using department. Awarded bidder(s) will be responsible for contacting the using department to schedule appointments for fittings within forty-eight (48) hours after request from the user.

Section 1.5.8 The awarded bidder(s) must be able to provide an accurate tracking system per department, per individual and per order, as ordered and delivered. Orders must be shipped complete per individual. Partial orders will not be accepted. Delivery must include measuring and fitting and be provided to the requesting department, within thirty (30) days upon receipt of purchase order with the provision that the contracting officer may waive this requirement for bona fide business reasons. It is understood that badges require a longer lead time and will therefore be exempt from the thirty (30) day delivery requirement; however, each bidder must indicate their anticipated delivery time in the Bid Price Sheet herein.

Section 1.5.9 The successful bidder(s) will be required to fit all employees, regardless of size, with each item bid. The successful bidder(s) shall correct all clothing due to mis-fittings and/or defects within a maximum of two (2) weeks from the date of initial delivery. All deliveries must be made to the specified location by the technical point of contact for each division.

Section 1.5.10 The successful bidder(s) agrees not to sell or provide employee data, in any form, to any other party other than to authorize county personnel.

Section 1.5.11 Bidders must submit pricing on either Group A through Group F, on a combination of groups or on all groups. Award will be made to the lowest responsible and responsive bidder(s) who conforms to the quality, specifications, delivery terms, and warranty requirements.

Section 1.5.12 The successful respondent(s) must submit a copy of their warranty/guarantee program with the bid.

## **SECTION 1.5.2 EMBLEMS**

Emblems – One (1) Fulton County emblem is to be sewn on the left shoulder of each shirt, coverall, and jacket. A patch must be sewn on the front of each cap. The patch is to be

embroidered. The approximate size of the patch is 2-2-1/2" x 3 1/2" white twill back ground, black letters, black narrow edge. For samples of requested items please contact Jeanine Merritts at 404-730-7492. **It is the responsibility of the vendor to supply patches. The price of the patch must be included in the price of the shirt. The emblem on the polo style shirt is to be embroidered. If there is an additional cost for embroidery, the cost must be included in the price of the shirt.**

## SECTION 2.0 TERMS AND CONDITIONS

### SECTION 2.1 INSURANCE

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

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

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

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

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

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

|   |                   |   |              |
|---|-------------------|---|--------------|
| Bodily Injury and Property Damage Liability | Each Occurrence   | - | \$1,000,000. |
| (Other than Products/Completed Operations)  | General Aggregate | - | \$2,000,000. |
| Products\Completed Operation                | Aggregate Limit   | - | \$1,000,000. |
| Personal and Advertising Injury             | Limits            | - | \$1,000,000. |
| Fire Damage                                 | Limits            | - | \$ 100,000.  |

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE Combined Single Limits**

|                 |   |             |
|-----------------|---|-------------|
| Each Occurrence | - | \$1,000,000 |
|-----------------|---|-------------|

(Including operation of non-owned, owned, and hired automobiles).

**4. ELECTRONIC DATA PROCESSING LIABILITY**

|                                   |        |   |             |
|-----------------------------------|--------|---|-------------|
| (Required if computer contractor) | Limits | - | \$1,000,000 |
|-----------------------------------|--------|---|-------------|

**5. UMBRELLA LIABILITY**

|                                       |                 |   |             |
|---------------------------------------|-----------------|---|-------------|
| (In excess of above noted coverage’s) | Each Occurrence | - | \$3,000,000 |
|---------------------------------------|-----------------|---|-------------|

**6. PROFESSIONAL LIABILITY**

|                 |   |             |
|-----------------|---|-------------|
| Each Occurrence | - | \$5,000,000 |
|-----------------|---|-------------|

(Required if respondent providing quotation for professional services).

**7. FIDELITY BOND**

|                       |                 |   |            |
|-----------------------|-----------------|---|------------|
| (Employee Dishonesty) | Each Occurrence | - | \$ 100,000 |
|-----------------------|-----------------|---|------------|

**Insurance in no way Limits the Liability of the Respondent.**

**SECTION 2.2 INDEMNIFICATION**

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

**SECTION 2.3 BID SUBMITTAL**

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

1. Bidder(s) shall submit one (1) original and two (2) copies of bid package.
2. Bidder(s) are required to submit a copy of their current business license for similar and/or same type services required under this bid.

### **Required Affidavits and/or Forms**

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

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

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

### **SECTION 2.4 CONTRACT PERIOD**

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

### **SECTION 2.5 CONTRACT AWARD**

The award will be made to the lowest "responsive and responsible" bidder who has the best quality of articles to be supplied and that conforms with the specifications, the suitability to requirements, and delivery terms. Failure to submit a bid price for any item may deem your bid "non-responsive". The County may award in whole or in part to one or more bidders. The County reserves the right to add or delete any item(s) from the award. The County also reserves the right to reject any and all bids and/or waive any technicalities if is in the best interests of the County.

### **SECTION 2.6 TERMINATION**

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

### **SECTION 2.7 INVOICING**

Invoices submitted must include:

1. Purchase order number

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

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

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

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

## **SECTION 2.8 NO CONTACT DURING PROCUREMENT**

In accordance with Fulton County Policy & Procedure 800-9, no person, firm, or business entity, however situated or composed, obtaining a copy of, or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

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

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

## **SECTION 2.9 BIDDERS QUALIFICATIONS**

The bidder must have a minimum of three (3) years experience providing the requested items and the selected bidder must obtain any and all required licenses or permits, which must be

submitted before a purchase order or contract will be issued. **Each bidder must include a list of reachable references with names, addresses, phones numbers and any other pertinent information.**

## **SECTION 2.10 WARRANTY**

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

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

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

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

## **END OF SPECIFICATIONS**

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

# BID PRICE SHEET

## Uniforms and Accessories

### GROUP A - SHIRTS

**1. Casual Shirt** - Herringbone polo shirt with jacquard collar and welt cuff. Shirt must be, 6 1/2 oz., 100% all cotton unisex fit. Shirt front must have four (4) button clean finish plackets with wood tone buttons. Shirt shall have side vents with slightly extended tail, with a left front pocket. Additional cost for oversize must be included in the price of shirt.

Color: navy blue, white

Fabric: Wear guard or "Equivalent"

Size: Small thru XXXXL

|                          | Manufacturer<br>Model/style # | Unit Price |
|--------------------------|-------------------------------|------------|
| 1A. Short sleeve (women) | _____                         | \$_____    |
| 1B. Short sleeve (men)   | _____                         | \$_____    |

**2. Work shirt** - Work shirt with wear guard dura press shirt.

The wear guard dura press work shirt must be 6 oz., 100% cotton wrinkle and shrink resistant.

The work shirt shall have no-gap front, seven (7) unbreakable buttons with a one piece top stitched collar. Shirt shall have a button through breast pockets. Additional cost for oversize must be included in the price of shirt.

Color: Navy blue, white

Fabric: Wear guard or "Equivalent"

Size: Small thru XXXXL

|                  | Manufacturer<br>Model/style # | Unit Price |
|------------------|-------------------------------|------------|
| 2A. Long sleeve  | _____                         | \$_____    |
| 2B. Long sleeve  | _____                         | \$_____    |
| 2C. Short sleeve | _____                         | \$_____    |

2D. Short sleeve \_\_\_\_\_ \$ \_\_\_\_\_

**3. Industrial work shirt:** 60% cotton, 40% polyester. Oxford cloth with a banded button down collar. Seven (7) buttons with a placket front closure. One (1) pointed plain pocket. Additional cost for oversize must be included in the price of shirt.

Color: Light blue/ white.  
Size: Small thru XXXXL

|                  | Manufacturer<br>Model/style # | Unit Price |
|------------------|-------------------------------|------------|
| (Men)            |                               |            |
| 3A. Long sleeve  | _____                         | \$ _____   |
| 3B. Short sleeve | _____                         | \$ _____   |

**4. Denim shirt:** - Shirt must be heavy duty 100% cotton, 8 oz stonewashed. Shirt shall have a button down collar with a seven (7) button placket front. Shirt shall have two (2) button cuffs with roomy shoulder yoke and button closure. Additional cost for oversize must be included in the price of shirt.

Size: Small thru XXXXL  
Aramark or "Equivalent"

|                             | Manufacturer<br>Model/style # | Unit Price |
|-----------------------------|-------------------------------|------------|
| 4A Long sleeve<br>(Women)   | _____                         | \$ _____   |
| 4B. Long sleeve<br>(Men)    | _____                         | \$ _____   |
| 4C. Short sleeve<br>(Women) | _____                         | \$ _____   |
| 4D. Short sleeve<br>(Men)   | _____                         | \$ _____   |

**GROUP B: MEN AND WOMEN TROUSERS AND SKIRTS**

**5. Work Pants:** with dura press, must be 100% cotton, weight no less than 8 1/2 oz; wrinkle resistant plain front pants. Pressed open seam. Brass zipper, full cut straight legs. Pants shall have a narrow waist band extra deep reinforced pockets. Additional cost for oversize must be included in the price of pants.

Size: Small thru XXXXL  
Color: Navy, khaki  
Durra press or "Equivalent"

|            | Manufacturer<br>Model/style # | Unit Price |
|------------|-------------------------------|------------|
| 5A. Male   | _____                         | \$_____    |
| 5C. Female | _____                         | \$_____    |

**6. Trousers (bdu) -** bdu trousers shall be made of 100% cotton rip stop. Pants shall have 6 pockets, four (4) with button flaps. Pants shall have fused pocket flaps, with four (4) button fly. Pants shall have double reinforced seat and knee. Pants shall have 4" adjustable waist tabs with quadruple bar tacks. Pants shall have nylon drawstring leg closure, fused and knotted; double stitched and double lapped inseam, out seam and seat. The pants weight shall be no less than 8 oz. additional cost for oversize must be included in the price of pants.

Size: Small thru XXXXL  
Red cap or "Equivalent"  
Colors: Navy, khaki

|            | Manufacturer<br>Model/style # | Unit Price |
|------------|-------------------------------|------------|
| 6A. Male   | _____                         | \$_____    |
| 6B. Female | _____                         | \$_____    |

**7. Skirt -** shall be 100% cotton, straight model trim cut with back zipper. Narrow waistband with ban-rol. Skirt weight shall be no less than 6 oz. additional cost for oversize must be included in the price of skirt.

Color: Navy blue or kahaki  
Size: Small thru XXXXL

| Manufacturer<br>Model/style # | Unit Price |
|-------------------------------|------------|
|-------------------------------|------------|

7A. With pockets \_\_\_\_\_ \$ \_\_\_\_\_  
 7B. Without pockets \_\_\_\_\_ \$ \_\_\_\_\_

**GROUP C - COVERALLS**

**8. Coveralls** - shall be 50% Dacron polyester/50% combed cotton. Weight shall be no less than 10 ounce. Coveralls shall be permanent press with water repellent finish. Coverall must be available in both long and short sleeves. Coverall shall have a two way zipper front, two hip pockets. One zippered pencil pocket, two zippered breast pockets, elasticized waist and snap fasteners on sleeve and leg cuffs. Additional cost for oversize must be included in the price of coverall.

Color: Navy blue, brown  
 Size: Small thru XXXXL

|                           | Manufacturer<br>Model/style # | Unit Price |
|---------------------------|-------------------------------|------------|
| 8A. Long sleeves (men)    | _____                         | \$ _____   |
| 8B. Long sleeves (women)  | _____                         | \$ _____   |
| 8C. Short sleeves (men)   | _____                         | \$ _____   |
| 8D. Short sleeves (women) | _____                         | \$ _____   |

**9. Insulated coverall:** Insulated coverall shall be 65% polyester, 35% combed cotton - pre-cured, durable press. Coverall weight shall be no less than 8-1/2 ounce twill with 3.3 ounce 100% quilted lining. Zipper front, hemmed sleeve with knit wristlet. Shall have two front pockets, two zippered breast pockets, two patch hip pockets, one ruler/plier pocket, and adjustable leg bottoms. Additional cost for oversize must be included in the price of coverall.

Color: Navy blue, brown  
 Size: Small thru XXXXL

|                       | Manufacturer<br>Model/style # | Unit Price |
|-----------------------|-------------------------------|------------|
| 9A. Insulated (men)   | _____                         | \$ _____   |
| 9B. Insulated (women) | _____                         | \$ _____   |

**GROUP D: JACKET AND COATS**

**10. Jacket-** Jacket shall be 29" length, 65% polyester/35% combed cotton. The jacket weight shall be no less than, 7-1/2 oz twill with a solid brass front zipper. The jacket shall have a two piece collar, topstitched with sewn in stays. The jacket shall have two (2) position adjustable cuffs. Two (2) lower insets on seam pockets and a utility pocket on the left sleeve. Pre-cure durable press. The jacket shall be permanently lined; black 100% nylon taffeta quilted 3.3 oz 1/8" polyurethane foam, perma-lined panel front. The jacket back shall have a 16 oz quilt lining made of 100% cotton, with a #7 heavy duty zipper inside. Additional cost for oversize must be included in the price of jacket.

Color: Navy blue or brown  
 Size: Small thru XXXXL

|              | Manufacturer<br>Model/style # | Unit Price |
|--------------|-------------------------------|------------|
| 10A. (Men)   | _____                         | \$ _____   |
| 10B. (Women) | _____                         | \$ _____   |

**11. Blazer -** shall be 65% polyester. The jacket weight shall be no fewer than 7 ounce texturized woven hopsack. Single breasted, lined blazer with two patch pockets, with two interior breast pockets, one welt breast pocket. Additional cost for oversize must be included in the price of jacket

Color: Navy blue.  
 Size: Small thru XXXXL

|            | Manufacturer<br>Model/style # | Unit Price |
|------------|-------------------------------|------------|
| 11A. Men   | _____                         | \$ _____   |
| 11B. Women | _____                         | \$ _____   |

**12. Parka -** the parka shall have a zip off hood. The weight shall be no less than 10 oz nylon with; a 1 oz urethane coating on back. The parka shall have a 16 oz quilt lining, made of 100% cotton. The parka zipper shall be a, heavy duty #7 zipper with an inside storm flap. The parka shall have knit wrist lets and a drawstring waist. The parka shall have four (4) pockets. The parka must have a water repellant finish. Additional cost for oversize must be included in the price of parka.

Size: Small thru XXXXL  
Color: Navy blue or brown

|              | Manufacturer<br>Model/style # | Unit Price |
|--------------|-------------------------------|------------|
| 12A. (Men)   | _____                         | \$_____    |
| 12B. (Women) | _____                         | \$_____    |

**13. Lab coat** - the lab coat shall be made of poplin blend and cotton with pockets and side vent openings. Lab jacket shall be knee length with collar. Additional cost for oversize must be included in the price of lab coat.

Color: White only.  
Size: Small thru XXXXL

|              | Manufacturer<br>Model/style # | Unit Price |
|--------------|-------------------------------|------------|
| 13A. (Men)   | _____                         | \$_____    |
| 13B. (Women) | _____                         | \$_____    |

**14. Sweater** - the sweater shall be a pull over crew neck made of 100% wool with elbow patches. Additional cost for oversize must be included in the price of sweater.

Color: Navy  
Size: Small thru XXXXL, Long sleeve only

|              | Manufacturer<br>Model/style # | Unit Price |
|--------------|-------------------------------|------------|
| 14A. (Men)   | _____                         | \$_____    |
| 14B. (Women) | _____                         | \$_____    |

**GROUP E: HATS AND ACCESSORIES**

**15. Cap** - winter weight, 100% polyester.  
Ten ounce weight  
Color: Navy blue

Unit price \$ \_\_\_\_\_

**16. Cap** - summer cap, 100% polyester with mesh back  
Ten ounce weight, Color: Navy blue

Unit price \$ \_\_\_\_\_

**17. Cap** - summer weight, 100% cotton pre-washed denim.  
Cap shall come with six (6) panel self fabric and an adjustable strap.

Unit price \$ \_\_\_\_\_

**18. Thermal tube socks** - thermal socks shall be made of 45% cotton, 35% wool, and 20% nylon.

Size: Large & X-Large.  
Color: Navy blue

Unit price \$ \_\_\_\_\_

Delivery of badges (calendar days after receipt of order (aro): \_\_\_\_\_

**PRICE/CATALOG LISTS**

The successful bidder shall provide the following:

1. Shall agree to supply three (3) complete sets of manufacturer's product catalogs and price lists, including complete discount schedules applicable to Fulton County, before the start of this contract. Failure to supply such price lists within ten (10) days after a bid award may be cause for an immediate end of the award and appointment of the next lowest bidder.
2. The price and product description column used must be designated by the bidder.
3. Photocopies of manufacturer's price lists and/or computer printouts must be clear and legible.
4. Blurred copies and distributor inventory price lists will not be acceptable.
5. Pencil, typewritten, or pen and ink changes in price lists will not be acceptable.

6. The successful bidder (s) must furnish additional copies of above price lists and supplements of all superseding manufacturer's published price lists during the contract to the Fulton County Public Works Department, upon request at no charge to the county.

7. Discounts - discounts from the price list are firm for the contract period; however, prices are subject to adjustment according to the manufacturer's superseding published price lists and supplements.

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 of sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

\_\_\_\_\_

Title

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

\_\_\_\_\_

Title

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

(Date)

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

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

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

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

Name: \_\_\_\_\_  
(Print)

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

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

Telephone: \_\_\_\_\_

(CORPORATE SEAL)

## FULTON COUNTY BIDDING GENERAL REQUIREMENTS

### NOTICE TO ALL BIDDERS (FORM 99)

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

1. THE BID SHEETS INCLUDED IN THIS INVITATION TO BID MUST BE FULLY COMPLETED AND RETURNED WITH THE BID UNLESS OTHERWISE SPECIFIED IN WRITING BY THE PURCHASING DEPARTMENT. TYPE OR NEATLY PRINT THE DATE, COMPANY NAME, AND THE FULL LEGAL NAME AND TITLE OF THE PERSON(S) SIGNING THE BID IN THE PLACE PROVIDED AT THE BOTTOM OF EACH BID SHEET. ANY ADDITIONAL SHEETS SUBMITTED MUST CONTAIN THE SAME SIGNATURE AND BIDDER INFORMATION.
2. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. NO FAX BIDS OR REPRODUCTION BIDS WILL BE ACCEPTED, EXCEPT THAT PHOTOCOPIES MAY BE SUBMITTED IN ADDITION TO THE ORIGINAL WHEN MULTIPLE COPIES OF THE BID ARE SPECIFICALLY REQUESTED IN THE INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS WHICH ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING DEPARTMENT AGENT, 130 PEACHTREE STREET, S.W., SUITE 1168, ATLANTA, GA 30303, BY THE DESIGNATED DATE AND TIME. NO LATE BIDS WILL BE ACCEPTED FOR ANY REASON. BIDDER MAY CALL (404) 730-5800 FOR ANY QUESTIONS ABOUT PURCHASING PROCEDURES.
6. IF A BIDDER CHOOSES NOT TO RESPOND TO A BID REQUEST, BIDDER MUST RETURN A COPY OF THE BID REQUEST STATING ON THE OUTSIDE OF THE ENVELOPE "NO BID" AND INDICATING WHETHER THE BIDDER WISHES TO REMAIN ON FULTON COUNTY'S BIDDER LIST.
7. SHOW INFORMATION AND PRICES IN THE FORMAT REQUESTED. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, AND MUST INCLUDE ALL COSTS CHARGEABLE TO THE CONTRACTOR IN EXECUTING THE CONTRACT, INCLUDING TAXES. UNLESS OTHERWISE PROVIDED IN THE CONTRACT, FULTON COUNTY SHALL HAVE NO LIABILITY FOR ANY COST NOT INCLUDED IN THE PRICE. THE CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
8. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.
9. ALL PRICES BID MUST BE AUDITED BY THE BIDDER TO ENSURE CORRECTNESS BEFORE BID IS SUBMITTED. THE BIDDER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF INFORMATION PLACED ON A BID SHEET, INCLUDING PRICES. CLERICAL OR MATHEMATICAL ERROR IS INSUFFICIENT TO VOID A SUCCESSFUL BID BUT A BIDDER MAY WITHDRAW A SEALED BID PRIOR TO OPENING WITHOUT A PENALTY.

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

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

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

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

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

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

## CERTIFICATION REGARDING DEBARMENT

- (1) THE 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 BIDS;

(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 there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

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

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

\_\_\_\_\_

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

**EXHIBIT B – EMPLOYMENT REPORT**

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

|                  |
|------------------|
| <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: \_\_\_\_\_ %

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

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

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

**Total Percentage Value: (%)**

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

Signature/Title: \_\_\_\_\_  
Firm or Corporate Name: \_\_\_\_\_

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

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

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

**EXHIBIT D**

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

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

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number \_\_\_\_\_  
Project Name \_\_\_\_\_

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

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

\_\_\_\_\_  
(Prime Bidder)  
  
Signature \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor)  
  
Signature \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

## EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder states the following:

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

### AUTHORIZED COMPANY REPRESENTATIVE

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

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

Firm: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

**RFP No.** \_\_\_\_\_

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

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

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

1. Firms:

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

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

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

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

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

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

NAME OF JONT VENTURE (If applicable): \_\_\_\_\_

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

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

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

## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

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

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

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

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

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

**FOR:** \_\_\_\_\_  
(Company)

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

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

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

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

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

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

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

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

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

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

\_\_\_\_\_  
(Notary Seal) Signature

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

**EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT**

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

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

|                         |  |                     |                       |                     |      |
|-------------------------|--|---------------------|-----------------------|---------------------|------|
| <b>PRIME CONTRACTOR</b> |  | Contract Award Date | Contract Award Amount | Change Order Amount | Cont |
| Name:                   |  |                     |                       |                     |      |
| Address:                |  |                     |                       |                     |      |
| Telephone #:            |  |                     |                       |                     |      |

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

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

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

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

\_\_\_\_\_  
 (Signature)

(Printed Name)