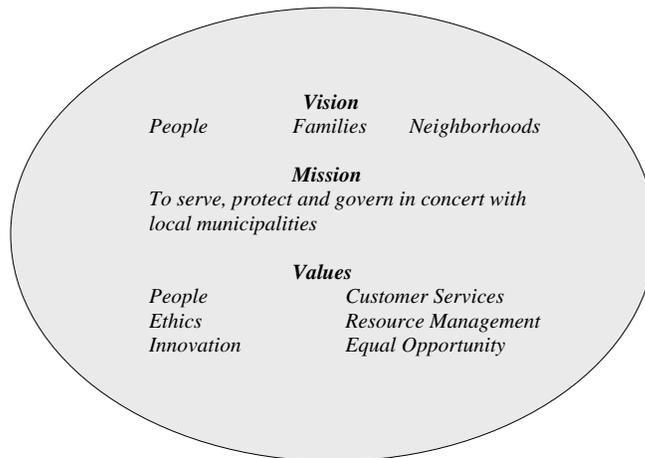




FULTON COUNTY



**PURCHASING DEPARTMENT
INVITATION TO BID NO. 05ITB45907**

HEAVY ROAD CONSTRUCTION EQUIPMENT

DEPARTMENT OF PUBLIC WORKS

BID DUE TIME AND DATE: 11:00 A.M., August 24, 2005
PURCHASING CONTACT: William E. Long, Jr. at (404) 730-7660
E-MAIL: william.long@co.fulton.ga.us

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

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SECTION 1

INVITATION TO BID HEAVY ROAD CONSTRUCTION EQUIPMNET 05ITB45907C

1.0 **Purpose:**

Fulton County is soliciting bids from qualified vendors to provide **Heavy Road Construction Equipment** in support of the Public Works Department.

1.1 **Bid Document**

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

1.2 **Term of Contract:**

Any award made as a result of this bid shall be for twelve (12) months from the date of award by the Board of Commissioners.

1.3 **No Contact Provision**

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by

the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

1.4 Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting William Long, Chief Assistant Purchasing Agent, william.long@co.fulton.ga.us, at (404) 730-7660, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

**Fulton County Purchasing Department
Attn: William E. Long, Jr.
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-7660
Fax: (404) 893-6268
Reference Bid # 05ITB45907C**

1.5 Bid Opening

Bids will be opened in public and read aloud on **August 24, 2005 at 11:00 A.M., local time** in the Fulton County Purchasing Department's bid room, located at 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Bids received after 11:00 A.M., will be considered late and will be returned to the bidder unopened. Bidders may, at their discretion, attend the bid opening. **Bidders are to submit two (2) copies, one (1) originally signed and one (1) copy.**

1.6 Proposal Due Date

All Bids are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303 on or before **August 24, 2005 at 11:00 A.M.**, legal prevailing time. All submitted bids will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any bid received after this appointed schedule will be considered late and subject to be returned unopened to the bidder. The bid due date can be changed only by addendum. Bids shall clearly indicate the legal name, address, and telephone number of the proposer (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal. ***The bid number must be clearly visible on all bid packages submitted.***

1.7 Delivery Requirements

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

1.8 Basis of Award

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

All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for **Invitation to Bid #05ITB45907C**."

SECTION 2

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

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

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

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

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

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

12. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
13. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
14. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact Equivalent: or "alternate". The factors to be considered are function, design, materials, construction, workmanship, workmanship finishes, operating features, overall quality, local services facilities, warranty terms and service and other relevant features of item(s) Bid.
15. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
16. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
17. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.

18. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
19. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
20. As a successful Bidder providing any equipment which requires fitting and assembly the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
21. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
22. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
23. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to

indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

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

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

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

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

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

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

2.1 Definition of Purchasing Terms

Addenda - the plural of addendum.

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

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

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

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

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

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

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

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

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

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

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

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

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

Days - "Days" shall mean calendar days.

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

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

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

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

May - denotes permissive.

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

Offeror – a person making an offer.

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

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

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

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

Shall - denotes imperative.

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

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

2.2 Clarification and Interpretations

Bidders may submit requests for clarifications or interpretations regarding this ITB. Bidders must prepare such requests in writing for the County's consideration as set forth in this section of this ITB. While the County has not placed an initial limitation on the number of requests which can be submitted, Bidders are cautioned that if Bidders do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **August 15, 2005 at 5:00 P.M.**, local prevailing time. Bidders are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the bidder of any obligations or conditions required by this ITB.

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

William E. Long, Jr., Chief, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-6268
william.long@co.fulton.ga.us

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

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

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

2.3 Right to Reject Bids

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

2.4 Disqualification of Bidders

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

2.5 Applicable Laws

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

2.6 Examination of Contract Documents

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

2.7 Termination

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

2.8 Indemnification and Hold Harmless Agreement

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

2.9 Irrevocable Offer

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

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

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

3.1 Introduction

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

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Invitation to Bid Requirements

3.2 Procurement Affidavit Forms Description

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

3.2.1 Certification Regarding Debarment

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

3.2.2 Non-Collusion Affidavit

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

3.2.3 Certificate of Acceptance of Invitation to Bid Requirements

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

CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this SECTION, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor,

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

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

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and 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 a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority

owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

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

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

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

CERTIFICATE OF ACCEPTANCE OF INVITATION TO BID
REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____, 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 offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

Phone: _____

(Affix Corporate Seal)

SECTION 4

CONTRACT COMPLIANCE REQUIREMENTS

4.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

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

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

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

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

4.2 REQUIRED FORMS AND EBO PLAN

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

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

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title Firm Name

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES											
------------------	--	--	--	--	--	--	--	--	--	--	--

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) Bidder/Proposer Subcontractor

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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: _____ %

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer 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/Proposer 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/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors 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/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

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

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

(Description of Work)

In making this declaration, the bidder/proposer states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

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)

Notary: _____

Date: _____

My Commission Expires: _____

SPECIFICATIONS

Price FOB Fulton County Shop..... \$_____

WIRTGEN W 1900

PAVEMENT PROFILER SPECIFICATIONS

GENERAL: Shall be a front loading pavement profiler mounted on four crawler tracks. Shall be complete with all standard equipment as described in the manufacturers published literature and manuals as well as special accessories described herein. Shall be completely serviced and ready for use prior to inspection and delivery. Design to be current the last 24 months and more than 10 units operating in North America.

The vendor shall provide the following dimensions and Capacities:

DIMENSIONS AND CAPACITIES

- Overall Length 46' 10" (max)
- Height (transport mode) 9' 9" (max)
- Width shall be 8' 2" (max)
- Weight, Shipping shall be 52,028 lbs (min)
- Weight, operating shall be 57,121 lbs (min)

MILLING DRUM

- Drum diameter at cutting bit, tip to tip shall be 39" (min)
- Cutting width shall be 78" (min)
- Cut depth range, single pass shall be 0"-12" (min)
- Number of teeth per inch of drum length shall be 1.6 (min)
- Maximum cross slope angle shall be 5 deg (min)

CONVEYORS

- Swing angle, from center shall be 45 deg left, 45 deg right (min)
- Width, pickup 32" (min)
- Width, load out 32" (min)
- Length, horizontal from pivot shall be 27' 2" (min)
- Loading height, ground to bottom of conveyor shall be 14' 9" (min)

TRAVEL SPEED

- Machine shall have a self transport, maximum 2.8 MPH
- Milling range shall be 0-102 FPM

TANK CAPACITIES

- Fuel, Shall be full at delivery 224 US gal (min)
- Water 422 US gal (min)
- Hydraulic oil 71 US gal (min)

ENGINE

- Shall be a Water cooled diesel, "Mercedes Benz", OM 502 LA, 429 ISO Net HP (min), 971 CID (min), 1250 ft. lbs. net torque, air to air inter-cooled.

If not standard equipment, the following items shall be furnished and installed:

- Dry type air cleaner with service indicator and cyclonic pre-cleaner
- Fuel/water separators and filters shall be provided in accordance with engine manufacturer's recommendations.
- Visual and audible warning devices for high coolant temperature and low oil pressure. Visual warning shall have a light for temperature and low oil pressure warning.
- Lube oil filters in accordance with engine manufacturer's recommendations.
- Engine power to track drive system shall be hydrostatic drive, provided by a single variable displacement pump.
- Engine power to milling drum shall be via heavy-duty drive belts with automatic tensioner, two reversible sheaves and a planetary reduction gearbox inside the drum. The drum drive clutch shall be a dry, multi disc type, hydraulically engaged.
- Fuel tank to include a clean-out access cover.

CHASSIS

Shall be designed for heavy use and be capable of withstanding all forces and loads developed in pavement milling operations without permanent deformation or cracking. The chassis or accessories shall provide at least one completely unobstructed side for flush curbside cuts.

Chassis shall include the following items or accessories

- Work platform for operator(s), with adequate, supported access ladders and hand railing, one on each side of the machine.
- Toolbox and/or locking compartments
- Hydraulic oil tank with integral cleanout/inspection cover.
- Water tank with integral cleanout/inspection cover.
- Operators control station, directly positioned over cutting drum, with adjustable seat for operator.
- Water spray system for milling drum.
- Hydraulic ground drive.
- Primary conveyor.
- The rear tracks shall be fitted to individually suspended support legs. Each rear support leg shall utilize hydraulic cylinders, which can be simultaneously actuated to adjust the height of the rear of the machine. The rear leg cylinder hydraulic system shall be constructed so that both tracks remain in contact with the ground on uneven surfaces or when making a partial cut.
- The front tracks shall be fitted to individually suspended support legs. Each front support leg shall utilize hydraulic cylinders, which can be individually or simultaneously actuated to adjust the milling depth and angle.
- All track units, front and rear, shall be positioned to travel within the cutting path of the drum to allow milling next to curbs and /or barriers on either side of the machine.

INSTRUMENTS AND CONTROLS

The following instruments shall be provided in a centrally located operator's control station:

- Engine oil pressure.
- Engine water temperature.
- Engine tachometer.
- Hour meter.
- Fuel level gauge.
- High water temperature warning light and horn.
- Low oil pressure warning light and horn.
- Hydraulic oil temperature gauge.
- High hydraulic oil temperature warning light and horn.
- Conveyor drive system pressure.
- Ground drive system pressure.
- Clutch engagement hydraulic system pressure.
- Hydraulic oil filter contamination warning light.

All electric gauges shall be illuminated and have a vandalism protection cover over the operator's panel with a lockable hasp. Cover shall be removable or hinged and shall not hinder the operator's view.

The following controls shall be provided at the operator's control station:

- Profiler directional controls (steering wheel type).

- Illuminated cutting drum operating controls (start/stop)
- Ground speed control with incorporated brake on/off control.
- Conveyor system controls (elevation, swing, on/off, reverse and speed control)
- Illuminated water spray system controls (on/off).
- Mold board controls, (Up)
- Full automatic, proportional, grade and slope controls, with manual override, 1/8 inch tolerance (min), with night illumination.
- Machine elevation with manual override (if applicable).
- Emergency shut-off button.
- Multi-position ignition (off, on and work light position).
- Rear track steering controls (joystick type), independent of front track position, with selectable automatic centering.
- Selector switch for automatic performance regulator (on/off), adjustment for engine RPM operating range for performance regulator, and manual control of ground drive system.

AUXILIARY CONTROLS

- Emergency engine stop switch(s), mounted at the operator's control panel(s), easily accessible and operable by an operator wearing work gloves.
- Emergency engine stop switches, four heavy duty, palm activated and water resistant. Located one each, on the side of the machine, at the front and rear control boxes at ground level.
- Ground level controls to include rear chassis lift, moldboard lift, moldboard lock, edger plate lift and rear track steer.

All instruments and controls shall be fully labeled. All labels shall be of the international Symbol type.

ELECTRICAL SYSTEM

Shall be 24 volt, direct current, negative ground. All electrical circuits shall have circuit breaker protection. Alternator, regulator, starter, battery disconnect switch.

HYDRAULIC SYSTEM

Shall provide hydraulic power to the following systems:

- Ground drive.
- Steering.
- Chassis lift.
- Mold board, with the ability to lock in any position.
- Conveyor swing, lift and drive. Hydraulic side plate lifters.

- Water pump drive
- Engine cooling fan.

System shall be manufacturer's standard design and shall include the following accessories if not standard.

- 150 micron oil strainer(s).
- 6 micron return line filter(s)
- 6 micron filter(s) on charge pressure side.
- Oil cooler.

All fittings shall be in accordance with recommended practices. Black iron piping is not acceptable. Shall have shut-off valves or other means to change filters without loss of hydraulic fluid. The reservoir shall have a filter breather/filler cap and a drain.

GROUND DRIVE

Shall be as follows:

- Four crawler tracks.
- Bolt on polyurethane track pads, readily replaceable without disassembly of the crawler tracks.
- Full hydraulic (hydrostatic) proportional balanced drive, infinitely variable throughout the travel and milling speed ranges.
- Hydrostatic drive type brakes, providing dynamic braking.
- Over-pressure bypass valve, over-pressure cut-off valve to prevent excessive temperatures in the pump.
- Parking brake, spring applied, hydraulically released disc type on front tracks.
- Hydraulic flow divider to ensure consistent tractive effort and to prevent track slippage, switchable by the operator.
- An emergency tow valve shall allow the machine to be towed in case of engine power loss. The tow package shall release the parking brake system without the need of external engine or hydraulic power and create a temporary internal by-pass in the hydraulic drive system so that the machine may be towed for short distances.

MILLING DRUM SYSTEM

Shall include the following:

MILLING DRUM

Cutting drum shell shall be minimum one inch thick abrasion resistant steel. Cutter housing shall be of abrasion resistant steel, minimum 400 brinell hardness, with a minimum thickness of one inch on the top, and one and one half inch on the sides of the housing. Drum helix thickness shall be minimum three inches.

DEPTH OF CUT

Cutting mandrel shall be capable of reaching and cutting 12.0 inches below grade without the need to remove grade shoes. Must be capable of planning or excavating to 12.0 inches minimum.

DRIVE

- 2-speed belt driven milling drum drive with planetary reduction gears in the drum
- Belt drive shall have an automatic hydraulic belt tensioner.
- Unit shall have a hydraulically engaged, dry, multi-disc drum clutch.

DRUM, BITS, FLIGHTING

Drum, bits, fighting shall include the following.

- Welded, triple-wrap fighting attachment to drum.
- Bolt-on tool holder system, "Quick Change" type with a single bolt per holder, allowing easy field replacement without the need for a welder, using only common hand tools, ensuring correct realignment of holder geometry to maintain high tooth endurance.
- Bits shall be industry standard type with a 0.765 inch shank diameter.
- Drum shall be equipped with manganese faced, bolt-on material removal paddles.
- Automatic disengagement of the drum drive when the access door is open.
- The support bearing on the opposite end of the drum from the gearbox shall be a heavy duty, long life, cylindrical roller bearing using oil bath lubrication.
- Hydraulic side plate lifters to enhance curb cutting capability. Side plates shall lower automatically.

MOLDBOARD

- Shall be a low ground resistance style and use segmented, replaceable, abrasion resistant carbide steel scraper blade wear edges, across the full width.
- Hydraulic lift cylinder(s) with positive up/down controls and a “float” mode.
- The moldboard shall have a positive mechanical lock to keep the back door open while service is being performed on the drum.
- Moldboard shall have a ‘window’ which is easily opened to allow windrowing of milled material between the two rear tracks.

AUTOMATIC GRADE PROFILING CONTROLS

- Automatic grade control using fully proportional hydraulic valves.
- Referencing from the drum housing side plates for normal milling operations.
- Electronic, non-contact, sonic grade sensors, on both the right and left side of the machine, with +/- 1/8 inch tolerance. Controls shall accept sonar and laser sensors without modification.
- Automatic cross slope control with manual override.
- Zero curbside clearance on the right side for curb and gutter cutting.

CONVEYOR SYSTEM

Shall be capable of both discharging into a truck bed and windrowing onto the pavement. Shall be capable of side-by-side loading of two tractors with ten foot high demolition trailers in the lane being profiled and the next adjacent traffic lane left or right. Shall be capable of loading semi bottom, and semi end dump trailers from directly behind. Discharge of the conveyor must extend 27 feet 2 inches from the front of the machine frame.

COMPONENTS

- Hydrostatically powered conveyor, two pieces. Conveyor belt speed shall be infinitely adjustable, from zero to maximum speed.
- Left and right swing at least 45 degrees each direction from center.
- Single assembly conveyor carrier and bottom support rollers. Conveyor frame shall be of one piece, tubular, lattice style construction for light weight, stiffness and ease of belt replacement. Drive pulley tension must be adjustable. Drive pulley and return pulley tracking must be adjustable.
- Permanent pressure lubrication fittings on all idlers, or alternately, the idler bearings shall be sealed and permanently lubricated.
- Primary and secondary belts shall be heavy duty; three ply with 1.25 inch tall cleats.
- The conveyor shall have a discharge capacity to handle all material milled by the drum within the operating speed and depth specifications.

- The primary conveyor shall be completely removable from the machine for service, without the need to remove the secondary, loading conveyor.
- The primary conveyor shall be attached at the drum end to a front moldboard/gradation beam assembly. This assembly shall be hydraulically adjustable for height above grade, or to allow the gradation beam to contact grade, to minimize slabbing of broken asphalt.

WATER SPRAY SYSTEM

- Main water tank, 422 gallon capacity
- Tank shall be corrosion protected.
- Nozzles shall be easily accessible for service.
- The spray bar shall be located at the top rear of the drum housing.
- Water filter, in-line between the tank and pump. The filter shall be rated for system water flow rate and pressure with 80 mesh nominal filtration and basket type construction. The water system shall have a non-gravity-drip solenoid to keep water from draining out of the tank when the pump is shut off. The water system shall have a high/low pressure monitor to prevent damage to the pump should the nozzles become plugged or the water tank run dry.
- Pump shall be a high capacity, centrifugal type to ensure lowest possible milling bit temperature
- Pressure washing circuit, with quick disconnect, located near cutter drum.

ADDITIONAL EQUIPMENT

- Electric backup alarm, steam cleanable.
- Exhaust stack with rain cap and heat shield (if applicable).
- Engine driven air compressor with pressure control system and reservoir.
- Pneumatic knockout tool for bit exchange.
- All deck walking areas shall be “grip strut”, decking, grating or non-skid coated plate type decking.
- Operator’s platform shall have conveniently located controls and provide excellent visibility forward and backward.

LIGHTING

The following lights shall be furnished and installed.

- Two easily removable, halogen work lights on the front of the machine.
- Four easily removable, halogen work lights in the drum area, two on each side of the machine, at the front and rear of the drum working area.
- Two easily removable, halogen work lights at the loading end of the secondary conveyor.
- Two easily removable, halogen work lights at the rear of the machine.
- Two easily removable amber warning lights, halogen, with on/off switch at the operators’ panel.
- Lockable storage location for the above lights to protect against vandalism.

**MOTOR GRADER
GENERAL SPECIFICATIONS**

Price FOB Fulton County Shop..... \$_____

Trade in value 1988 Caterpillar 627E, S/N # 6EB00585...deduct \$_____

Option #1: Optional cost for factory pre-wired cross slope
Grade controls\$_____

Option #2: Optional cost for pre-wiring in option #1, &
Entire cross slope grade system..... .\$_____

Machine shall be a new, currently advertised standard production motor grader.

WEIGHT AND DIMENSIONS

- Base machine weight shall not be less than 32,360 lbs (14,680 kg). Weight shall include: base machine, lubricants, coolants, full fuel tank, and operator.
- Operating weight of machine equipped with a front scarifier shall not be less than 34,250 lbs. (15,536 kg)
- Machine wheelbase (distance from the front wheels to the tandem pivot) shall not be less than 20'3" (6.17m)
- Rear wheel tread width shall not be less than 96.2" (2443 mm)

ENGINE

- Engine shall be designed and built by the manufacturer.
- Engine shall be a turbo-charged, direct injection, four stroke, and six cylinder diesel engine.
- Engine shall be electronically controlled for more efficient fuel injection and fuel burn.
- Engine Displacement shall not be less than 10.3 L (628 in3).
- Engine shall develop a rated net flywheel power of at least 165 hp (123 kW).
- Rated engine power shall not exceed 2000 rpm.
- Engine shall develop a peak net flywheel power of at least 187 hp (139 kW).
- Peak engine power shall not exceed 1800 rpm.
- Torque rise shall not be less than 50%.

- Engine shall meet emission regulations of the EPA and California Air Resources Board for Tier II emission compliance.
- Fuel tank capacity shall be at least 105 US gallons (397 L).

- Engine enclosure doors shall have a stay-open latch that requires less than 30 lbs of force to unlatch.
- Engine enclosure and service points shall be accessible from the ground level.
- Ether starting aid shall be metered automatically to prevent damage to the engine.
- Engine fan shall automatically adjust fan speed to meet engine cooling/ heating requirements and reduce required horse power when high fan speeds are not required.
- Transmission shall be designed and built by the machine manufacturer.
- Transmission shall be a direct drive power shift.
- Transmission shall have 5 working gears between 0-10mph (0-16km/h)
- Transmission shall be electronically controlled for smoother shifts and better blade control.
- Transmission shall have clutch packs with friction discs no smaller than 7.5 inches (190mm) for all discs.
- Machine shall be equipped with an electronic inching pedal for improved modulation and machine control.
- Machine shall be equipped with electronic over-speed protection to protect the engine and transmission from over speeding.
- Transmission shall be equipped with built-in self-diagnostic capability.
- Transmission control shall be a single lever that controls direction, speed range, and parking brake.

DIFFERENTIAL / FINAL DRIVES

- Differential Lock/Unlock shall be operator controlled.
- Differential Lock/Unlock shall be hydraulically controlled.
- Differential Lock/Unlock shall not have speed restrictions for engaging/disengaging.
- Differential Lock/Unlock shall be a multi-disc design
- Tandem chain pitch shall not be less than 2 inches (50.8 mm).
- Distance between center of tandem wheels shall be no less than 60 inches (1524 mm).

BRAKES

- Individual service brakes shall be located at each of four tandem wheels.
- Service brakes shall be multi-disc, oil-cooled, completely sealed, and adjustment free.
- Service brake disc surfaces shall be grooved and carry oil between discs and plates with brakes fully applied.
- Service brake reserve system for dead engine braking shall be a dual type to allow braking in the event of a partial system failure.

- Service brakes shall provide a minimum of 3,712 in² (23,948 cm²) of surface area for better heat dissipation.
- Service brakes shall provide access to check and determine brake wear without removing or disassembling the brake assembly.
- Parking brake shall be multi-disc, oil-cooled, spring-applied, air released, sealed, and adjustment-free.
- Parking brake shall be serviceable without removing the transmission.

AXLES / TIRES / RIMS

- All standard tires shall be new, 14.00-24, 12PR tubeless grader type with traction tread (G-2).
- Wheel spindle shall rotate inside sealed compartment with light-weight oil for lubrication of the bearings
- Front axle shall be of arched design with no less than 24.6" (625 mm) of ground clearance when equipped with standard tires.
- Front axle oscillation shall be no less than 32°.

STEERING

- Front wheel steering angle shall be no less than 50° left or right.
- Machine turning radius shall not exceed 24.7' (7.5 m) using front steering, full articulation and unlocked differential.
- Steering shall be by dual hydraulic cylinders controlled with a hand metering unit.
- Large steering stops shall be located at each wheel and steering cylinder relief valves to help prevent steering system damage.
- Maximum front wheel lean shall be no less than 18° left or right.
- An electrically powered secondary steering system shall be available for emergency steering capability.
- Front frame shall be a flanged single box construction.
- Front frame top and bottom section shall be a continuous plate, running from the front bolster to the articulation joint.
- The rear frame shall have two box section channels integral with a fully welded differential/final drive case.
- The lower articulation joint shall have shim-adjustable tapered roller bearings for long life
- The articulation joint shall have mechanical locking device to prevent frame articulation while servicing or transporting machine.
- Any rotating shaft, requiring a universal joint(s), shall be lubricated automatically for the life of the machine.
- The moldboard shall be at least 12' (3658 mm) long, 24" (610 mm) high and no less than 7/8" (22 mm) thick.
- Moldboard shall be constructed of wear-resistant, high carbon steel.
- Moldboard shall be reinforced by two heavy box sections, continuously welded.

- Slide rails shall be hardened continuously welded and have replaceable bronze-alloy wear inserts top and bottom.
- Moldboard shall have a minimum bank slope angle of no more than 49 degrees to both sides.
- Moldboard shall have a hydraulic tip control through a range of 40 degrees forward and 5 degrees aft.
- Drawbar shall be a "Y" type design with solid beam construction.
- Circle shall be supported by the drawbar with at least six support shoes providing vertical and horizontal adjustment.
- There shall be at least 11 replaceable wear inserts between the circle and drawbar.
- Circle diameter shall be no less than 60.25" (1530 mm).
- Circle shall be a rolled-ring forging for toughness, with raised wear surfaces on the top and bottom.
- Circle shall be rotated by a hydraulically driven motor.
- A circle drive slip clutch shall be provided as standard to reduce horizontal moldboard impact damage.
- Blade lift and center shift cylinders shall have a replaceable wear inserts in the ball sockets.

HYDRAULICS

- Hydraulics system shall be a closed center, load sensing type with a variable displacement axial piston-type pump.
- Hydraulic pump shall produce at least 54.4 gpm (260 L/m) of oil flow at rated engine speed.
- Hydraulic valves shall be designed and built by the machine manufacturer.
- Implement valves shall be proportional priority pressure compensating type for consistent response, when multi-functioning any combination of implement controls.
- Lock valves shall be integrated into all implement circuits to prevent drift.
- Hydraulic system shall have a separate oil tank (i.e... Not combined with the power train oil system).
- All implement hydraulic connections shall have O-ring face seals for leak prevention.
- Machine shall be equipped with two 12V, 75 amp-hours, 750 CCA, maintenance free batteries.
- Machine shall have a 100 amp-hour alternator available.
- Electrical system shall have a master disconnect switch with a removable key (in addition to the ignition switch).
- Starting system shall be a 24V direct electric type.

OPERATOR'S STATION

- An enclosed cab with ROPS (Rollover Protective Structure) shall be provided.

- Cab shall be mounted on the front frame section of the machine.
- Interior sound levels shall not exceed 75 dB (A) using ISO 6394 standards.
- The entire control console, with steering wheel and all implement control levers, shall be infinitely adjustable fore and aft as a single unit.
- Throttle shall be electronically controlled, via a switch inside the cab.
- Tilttable steering wheel shall be provided.
- A three level warning electronic monitoring system (EMS) shall be provided to monitor machine functions.
- Gauges shall include coolant temperature, voltmeter, fuel level, frame articulation, and hour meter.
- Seat shall be a cloth-covered contour suspension seat with fold-up armrest, 3" retractable seat belts, with adjustments for fore-aft position, seat height, operator weight, seat back angle, thigh support, and lumbar support.
- A speedometer and tachometer group shall be available.
- A 40,000 BTU/h heater with integral pressurizer and three-speed fan shall be available.
- A 27,500 BTU/h air conditioner with R134a refrigerant shall be available. Controls and ducts shall be integrated into the heater unit.
- Machine shall have no less than 16 adjustable vents, positioned to direct air to lower front windows and operator.
- Opening lower front windows shall be available for ventilation.
- Cab doors shall have a hold-open clasp with a ground-level release and in addition to a release in the cab.
- Sliding side windows shall be available for ventilation.
- Cab shall have wipers with washers on the upper and two lower front windows
- Radio ready arrangement including 24V to 12V converter, two speakers, antenna and wiring shall be available.

OTHER EQUIPMENT

- A toolbox shall be provided.
- A rear hitch shall be provided.
- Engine compartment doors shall be lockable.
- Strobe light shall be mounted to roof of cab
- SMV Emblem shall be mounted to rear of machine
- Complete Service, parts, and operator Manual shall be provided
- Snap-on louver covers for hood and side louvers shall be available.
- Shall include solid covers for winter operation, and mesh covers to protect against airborne debris.
- Sampling ports shall be accessible from the ground level and provide access to the engine, hydraulic, coolant, and fuel ports

SAFETY / ENVIRONMENTAL

- Spectator sound levels shall not exceed 80 dB (A) when tested under the SAE J88 standard.
- Hydraulic system shall be fully sealed, using Duo-cone and O-ring seals to prevent contamination and spillage.
- Machine shall be equipped with spin-on filters positioned vertically and unobstructed to prevent spillage.
- Service brakes shall be mounted at each wheel, with separate circuits for the left and right tandems.
- Service brakes shall use triple chamber air tanks to provide air for no less than 5 applications of the brakes after engine or compressor stops.
- Parking/ Emergency brake shall be spring-actuated to provide emergency braking on any surface, in the event of a total braking loss.
- Machine shall provide 3 points of contact on all areas of the machine, for mounting and dismounting.
- Front windshield shall be laminated to prevent shattering.
- Machine shall be equipped with ecology drains.
- Machine shall have blade lift cylinder accumulators available.
- Mechanical hydraulic lockout shall be available to lock all moldboard, machine and attachment control levers during machine roading.