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**VISION**

People Families Neighborhoods

**Mission**

To serve, protect and govern in  
concert with local municipalities

**VALUES**

People	Customer Service
Ethics	Resource Management
Innovation	Equal Opportunity

**DEPARTMENT OF PURCHASING  
BID: 20050026YB  
FOR**

**ARMED & UNARMED SECURITY GUARD SERVICES  
FOR THE FULTON COUNTY POLICE DEPARTMENT**

**PRE-BID CONFERENCE WILL BE HELD ON TUESDAY,  
SEPTEMBER 21, 2004, AT 11:00A.M. IN THE PURCHASING DEPT.  
BID ROOM 130 PEACHTREE ST. S.W. ATLANTA, GA 30303**

**BID DUE DATE: OCTOBER 12, 2004 AT 11:00 AM  
LEGALLY PREVAILING TIME**

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

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- Enclosures:
- (1) Non-Collusion Affidavit of Bidder
  - (2) Non-Collusion Affidavit Of Subcontractor
  - (3) Certificate of Acceptance Of Bid Requirement
  - (4) Fulton County Bidding General Requirements - Notice To All Bidders (Form 99)
  - (5) Non-Discrimination In Contracting And Procurement

**1.1 PURPOSE**

FULTON COUNTY PURCHASING DEPARTMENT is soliciting bids from qualified companies to provide **Armed and Unarmed Security Services** for the protection of Fulton County staff and property, as well as the general public, in support of the Police Department on a contractual basis during calendar year **2005**.

**1.2 POINT OF CONTACT**

In the event additional information is required regarding purchasing procedural information, contact Charles Leonard, Jr., Purchasing Department at 404-730-5807.

**1.3 TERMINATION**

The County may terminate the contract resulting from this solicitation at any time the contractor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the contractor is in direct violation of the contract conditions. The County shall provide the Contractor 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.

**1.4 TRANSITION OF SERVICE**

Each prospective Contractor must submit a plan describing how they intend to initiate operations. Fulton County desires this transition be accomplished within thirty **(30) days** after Notice of Award/Contract approval. Bidder must include details regarding training.

Each prospective Contractor must submit, with the bid, a plan for the continuation of services during a transfer of operations to the County and/or another Contractor in the event of Non-Renewal or Termination of the Contract.

**1.5 BOND REQUIREMENTS**

**Dishonesty Bond.** Each Bidder must submit with the Bid, proof of ability to provide a Dishonesty Bond (Crime Coverage) in an amount of \$25,000, if awarded the Contract. The Successful Contractor will be required to provide said Dishonesty Bond (Crime Coverage) in this amount to the County within five (5) working days after Notice of Award and prior to the start of any work.

**Performance Bond.** Each Bidder must submit with the Bid, proof of ability to provide a Performance Bond in the amount equal to twenty-five percent (25%) of the total amount bid. The Successful Contractor will be required to provide said Performance Bond in this amount to the County within five (5) days after Notice of Award and prior to the start of any work.

Bonds must be written by an Agent licensed to write Surety in the State of Georgia, and acceptable to Fulton County. Bonds will be made out to Fulton County, Georgia.

Attorneys-in-fact who sign bids and/or contract bonds must file a certified and effectively dated copy of their power-of-attorney with the bond. Bonds shall be written by a surety listed in the Department of the Treasury Circular 570; authorized to do business in the State of Georgia; and shall have an underwriting limitation in excess of 25% of the bid amount. The bonds shall be subject to approval by the Attorney for the County.

1.6 **INSURANCE REQUIREMENTS:** 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 proof of insurance indicated below. Failure to provide this information with your bid may be deemed non-responsive. The insurance shall be for the contract period.
- C. Respondent must maintain, at their expense, insurance in at least the following amounts and types.

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

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

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

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

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	-	\$1,000,000
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4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
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5. **UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	-	\$3,000,000
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6. **PROFESSIONAL LIABILITY**

(Required if respondent providing quotation for professional services).	Each Occurrence	-	\$5,000,000
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7. **FIDELITY BOND**

(Employee Dishonesty)	Each Occurrence	-	\$ 100,000
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Insurance in no way Limits the Liability of the Respondent.

**1.7 Indemnification and Hold Harmless Agreement**

The contractor agrees to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connect with the work performed under this contract; provided, however, the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

**1.8 BID SUBMITTAL**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, individual). The signer must

submit with the bid, proof of authority to bind the bidder to the submitted bid.

One (1) original bid package and three (3) copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid for RFB # \_\_\_\_\_, ARMED AND UNARMED SECURITY GUARD SERVICES, BID OPENING DATE: \_\_\_\_\_ addressed to:

Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street, S.W., Suite 1167  
Atlanta, Georgia 30303

Bids will be publicly opened and read out loud with the bid prices and the names of the bidders disclosed at the opening.

Any bids received after the above 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 above stated time and date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Any bid may be withdrawn up until the date and time set above for receipt of the bids. Any bids not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to furnish Fulton County with the services set forth in the attached scope of work until a bid has been duly submitted and accepted by the Fulton County Board of Commissioners. Board action on bids will normally be taken within sixty (60) days of opening date of bid; however, no guarantee or representation is made herein as to the time between receipt of bid and subsequent Board action.

All expenses for making bids to the County are to be borne by the bidder.

**1.9 INFORMATION TO BE SUBMITTED**

Failure to submit any required data item may be cause for rejection. Bidders may submit such other data as they deem appropriate; however, voluminous or overly elaborate bids are discouraged.

Bid information shall include:

Organization Description - Provide a short resume of the organization. Include types of similar services/products performed/provided by the firm.

References - Provide a list of references of comparable size and facility type for which services have been contracted for the last three years. Include the contract cost, contract period, contact name and telephone numbers for each.

Organization Profile - Provide a personnel summary of those individuals anticipated to be assigned to the project and their area of responsibility.

Project Management Plan/Approach of Work - Provide a plan indicating how the bidder envisions performing the work, including, but not limited to:

1. Approach philosophy and methodology used in the performance of these services
2. On-site supervisor(s) assigned to the facilities. Indicate training, the number of years experience and ratio of supervisors to line security personnel.
3. Quality control mechanisms.
4. Reporting methods and time frame.
5. Detailed schedule of proposed services required. Completion of Security Staffing Plan Attachment using proposed bill rates.
6. Problem resolution procedures.
7. Personnel, including the proposed daily number of staff assigned to each site; the classification and salary of staff assigned; the number of daily hours assigned to each staff member; the unit cost per hour for each classification.

Bonds and Insurance - Bond and Insurance certificates certifying proof of ability to provide bond and insurance coverage in the amount specified herein, if awarded the bid.

Financial Capability - Provide certified copies of financial statements for the previous three (3) years.

Failure to respond to all requirements of the bid may result in the rejection of your bid. Fulton County reserves the right to accept or reject any or all bids and to waive any technicalities.

**1.10 CONTRACT PERIOD AND RENEWAL**

Award will be made to the lowest responsible and responsive bidder who meets all of the requirements of the bid. Any award made as a result of this bid will be during calendar year **2005, effective from January 1, 2005 and continuing through December 31, 2005**, and for the Health and Wellness Department, from January 1, 2005 and continuing through June 30, 2005. Fulton County reserves the right to renew this contract for **two (2) additional twelve (12) month period (calendar years 2006 and 2007 and for the Health and Wellness Department, fiscal years 2005 and 2006** pending availability of departmental appropriated funding, as well as contractor compliance with County rules and policies. Option year price increases shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area.

**1.11 Pre-bid Conference**

A Pre-Bid Conference will be held at \_\_\_\_\_ local time on \_\_\_\_\_ in the Purchasing Department bid room, Fulton County Public Safety Building, Suite 1167, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Bid Conference is not a mandatory requirement; however, all bidders are encouraged to attend.

**1.12 Clarification and Addenda**

Inquiries pertaining to this bid should be submitted in writing to the Purchasing department address stated above and to the attention of Charles Leonard at 404-730-5807. 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.

If any addendums are issued to this bid, the County will attempt to notify all prospective bidders who have received a copy of the bid; however, it shall be the responsibility of each bidder, prior to submitting a bid, to contact the Fulton County Department of Purchasing at 404-730-5800 to determine if an addendum was issued and to make such addendum a part of the bid.

Only communications from firms which 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 interpretation, clarification or additional information can be given.

**2.0 SCOPE OF SERVICES**

**2.1 INTENT**

Fulton County desires to contract with a company, licensed by the Georgia Board of Private Detective and Security Agencies, to provide adequate staffing of trained supervisory and security personnel to carry out security functions at the County facilities, with the Fulton County Government Center Complex (GCC) being the primary facility. The attached security service requirements and service hours required for each facility are listed separately (Security Staffing Plan Attachment) and may change from time to time; however, the cost per hour of security service must be the same regardless of the facility requiring security staffing.

**2.2 SPECIFICATIONS**

1. **Duties.** Contractor's staff will be required to:
  - a. Operate x-ray screening machines, and hand-held and walkthrough magnetometers (metal detectors) or some combination thereof and screen persons and their possessions for weapons and other unauthorized items.
  - b. Operate a computerized; windows based security software system, closed circuit television monitors, intrusion alarm system, elevator control system, and a computerized fire/life safety system.
  - c. Conduct interior and exterior perimeter security foot patrols of facilities and vehicle patrol of county property.

- d. Control access to county buildings and property.
- e. Respond to intrusion detection alarms in county buildings at various sites in the County.
  
- f. Evacuate persons from county buildings as directed during emergencies.
- g. Detain and/or physically restrain persons.
- h. Conduct searches of persons and their possessions, vehicles and buildings/work areas.
- i. Check designated county buildings and property to determine that they are properly secured
- j. Take relevant field notes and prepare legible, comprehensive security incident reports.
- k. Testify in court or other legal or administrative proceedings.
- l. Use hand held radios and appropriate codes and signals for security communications.
- m. Operate fire extinguishers and determine proper type extinguisher based on type fire encountered.
- n. Document and turn in found property.
- o. Use basic first aid techniques to assist persons choking, bleeding, with broken limbs, concussions or in shock. Perform emergency breathing and cardiopulmonary resuscitation (CPR) on persons in respiratory or cardiac arrest respectively.
- p. Perform other security duties as required.

Contractor will perform all duties in accordance with the requirements contained herein, the standard operating procedures of the Security Division, FCPD, the General Orders of the FCPD, Fulton County Policy and applicable law. Such duties will be performed in a professional and businesslike manner such that Fulton County buildings are maintained in a secure condition and in a manner such as not to annoy, disturb, endanger, offend, or unreasonably interfere with and/or delay the operations, activities or any occupants of the premises. Contractor shall use his best efforts to coordinate and adjust his activities to the needs and requirements of the various users of County buildings.

2. **Contractor's Staff.**

The contractor shall provide and maintain, at all times, an adequate number of properly trained personnel and an adequate quantity of necessary supplies and equipment to ensure the full and timely performance of the obligations and function of this contract.

The appearance of the employees shall be neat, clean and comply with the General Orders of the FCPD and the standard operating

procedures of the Security Division, FCPD.

The conduct of the employees shall be courteous and consistently of the highest standards.

All contract security personnel shall work under the general operational control and supervision of the "ON DUTY" Security Watch Supervisor, Security Division, FCPD for the applicable work shift.

Contractor shall ensure that no member of the security staff shall be allowed to work in excess of 60-hours per week at any time.

Contractor shall ensure the security staff neither solicits gratuities of any type for any reason.

The Contractor must immediately replace any employee that exhibits signs of alcohol and/or drug usage, or any other incapacitating agents. The Security Watch Supervisor, Security Division, FCPD will have the right to direct the Contractor to relieve and/or remove any employee suspected of drug and/or alcohol usage, such action will be at no additional cost to the County.

The Contractor will be responsible for hiring, training, testing and supervising all persons hired to perform screening functions and duties to ensure the personnel performing these duties possess the capability to do so.

The Contractor agrees to make available the Operation's and/or Branch Manager to accompany the Security Watch Supervisor, Security Division, FCPD or designee on periodic scheduled and unscheduled tours of the premises for which the Contractor is responsible for security services.

### 3. **Hiring Requirements**

**Search consent.** The Contractor consents to reasonable search and/or inspection of the security staff employees, their employee lockers and their personal effects, such as tote bags, backpacks and handbags. The Contractor must advise all potential employees hired for security staff positions assigned to Fulton County, that consent to search and/or inspection of person, lockers and personal effects is a prerequisite to employment.

**Criminal history background check.** The Contractor must submit proof of fingerprinting and criminal history background checks of each employee assigned to Fulton County, to the Chief, FCPD within thirty (30) days of assignment date. Contractor must conduct criminal history checks of all employees working on this contract every six months. The Contractor must not hire, for assignment to Fulton County site(s), or allow to work on this contract, persons who have been convicted of any felony or misdemeanor violation involving theft or dishonesty.

Violation of this provision will result in immediate removal of the employee in question. It may also be considered cause for immediate termination of the contract.

**Drug screening.** Contractor shall have all employees screened for illegal drug use by a licensed medical or drug screening laboratory prior to assignment to work on this contract. Contractor shall not assign any employee to work on this contract whose screening results indicate illegal drug use. Contractor shall also conduct a screening program for illegal drugs of employees assigned to work on this contract consisting of random, no notice screening on a monthly basis and resulting in all employees working on this contract being screened at least once each year during the period of this contract including option years. Any screening results indicating illegal drug use shall result in the immediate removal of Contractor's employee from work on this contract.

**Physical requirements and examination.** The Contractor must require physical examination of all employees as a prerequisite to employment. The examination must be performed at a medical center and/or hospital by a licensed, board certified physician. The physician must provide written certification that the employee is physically fit and capable to perform the assigned work. Employees

working on this contract must not be color blind, possess at least 20/20 vision (use of corrective lenses is acceptable), able to run, including traversing at least 11 flights of stairs while running and have no speech impediments which inhibit clear, distinct speech. The physical examination shall not be less than what is required by Fulton County for its employees.

**Proof of citizenship.** The Contractor must require all prospective employees to provide proof of citizenship or proof from the United States Immigration and Naturalization Service of legal alien status, to include entry permit and work permits. Such proof must be photocopied and maintained as a part of the employee's file.

**Education and literacy.** The Contractor must require a minimum education level of high school graduate, a general equivalency diploma or an armed services veteran with an honorable discharge or a general discharge under honorable conditions. Veterans of armed services with a dishonorable discharge, general discharge under other than honorable conditions, or a punitive discharge will not be acceptable to Fulton County. The Contractor must ensure that employees, hired for assignment to Fulton County site(s), are literate and capable of reading and understanding printed policy; written and verbal orders; written and verbal training instructions and materials; and possess the ability to compose clear, succinct written reports that convey all required information.

**Employee records.** The Contractor must agree to the review of employee records by the Chief, FCPD or his designee upon request. The Contractor shall keep certain employee records on site at Fulton County. See paragraph seven of this specification, Records and Reports, for more detail.

**Driver's license.** Contractor must ensure all employees assigned to Fulton County shall be the holder of a valid Class C driver's license, which shall be in their possession throughout the term of this Contract. A copy of this license shall be kept in the employee's file on site at Fulton County.

**Removal of employee from contract.** In the event the Security Division Commander, Fulton County Police Department disapproves any employee hired by the Contractor for assignment under this contract, the Contractor shall remove the employee immediately upon verbal confirmation of the Security Division Commander. Fulton County will provide written confirmation of such notice to the Contractor's Site Manager within thirty-six (36) hours of receipt of a request from the Contractor.

4. **Staffing Pattern**

The Contractor will be required to supply personnel in sufficient number as required to provide the service type and coverage as indicated herein, to include reliefs for lunch and rest breaks, at no additional cost to the County.

The Contractor must agree to maintain a contingency of security staff on an "on-call basis" sufficient to cover all no-shows.

Notice of any post for which there is a "no show" must be given to the Security Watch Supervisor-Security Division, FCPD immediately. A replacement must be provided within two (2) hours from initial notification at no additional cost to the County. All security staff utilized as replacements in the "on-call" pool must wear the same uniforms as required of regularly assigned staff members.

The use of security staff personnel from Contractor's other contractual obligations will not be allowed unless approved by the Security Division Commander, FCPD on a case by case basis.

In the event the Contractor fails to provide security staff in sufficient number to accomplish the above requirements, Fulton County will obtain alternative security coverage utilizing current Fulton County staff on an overtime basis, at the Contractor's expense via a credit for the cost of such alternative security coverage, specified in writing by the County, on the invoice for that period of service.

The Contractor agrees to provide additional security staff, on an as required basis at the same hourly and overtime rates bid. Additional service requirements will be provided to the Contractor either in writing or verbally by the Commander or the Operations Supervisor, Security Division, FCPD a minimum of 24 hours in advance. In the event of verbal notification, written confirmation will follow within 36 hours of verbal notification.

An estimated staffing plan entitled Staffing Plan Requirements is attached.

5. **Management and Supervisory Staff**

The Contractor agrees to supply the following management and supervisory level staff. Fulton County reserves the right to approve/reject all management and supervisory level employees prior to start date on this contract.

**Account Manager.** Shall work at the Fulton County Government Center Complex and be authorized to act for the Contractor in all matters pertaining to the Contractor's operations and activities pertaining to this contract. The Contractor must keep the Chief, FCPD or his designee apprized of the identity of the Account Manager at all times. The Account Manager will be responsible for proper staffing of security posts, as required by the FCPD; ensuring each member of the security staff is properly trained, equipped, attired in proper uniform and exhibits courteous and professional conduct at all times. The Account Manager assigned to Fulton County must have a minimum of two (2) years experience as an Account Manager. It is preferred that the Account Manager have at least an Associates Degree in Criminal Justice or a related field and hold current certification as a Certified Protection Professional (CPP). The Contractor must ensure the Account Manager has all administrative support on site necessary to accomplish his/her duties, to include a pager and personal computer and printer at no additional cost to the County. It is recommended that the Account Manager be provided with an administrative assistant/assistant account manager to assist with administration of the account at no additional cost to the County. It is preferred that the Account Manager be provided with a cellular telephone at no additional cost to the County. Any work performed by the Account Manager in excess of the Staffing Plan Requirements attached thereon will be at no additional cost to the County.

**Security Supervisors.** Security Supervisors must have a minimum of one (1) year of experience as a Security Officer. A Security Supervisor shall be assigned to each work shift at all County locations where there are three or more security officers working per shift. In addition, a senior Security Supervisor will be assigned to the Atlanta-Fulton County Central Library and the Fulton County Justice Center Complex to assist the Account Manager and manage all assigned security personnel. These supervisors will also interface with the Fulton County Library Security Coordinator and the Fulton County Sheriff's Department's Court Services Division Commander regarding security operations in these respective facilities. Security Supervisors will be responsible for assisting the Account Manager in the execution of his/her duties. Security Supervisors may function as security watch supervisors for the county at large in the absence of a Fulton County Security Supervisor. Security Supervisors assigned shift and assigned work site will not be changed without prior approval of the Security Division Commander, FCPD. Performance of administrative duties by the Contractor's Supervisory staff at a location other than their assigned Fulton County site shall be at no additional cost to the County. The Contractor agrees to utilize supervisory status employees in the performance of general security duties when it becomes necessary to meet the requirements stated herein. Relief breaks shall not be conducted by Security Supervisors, except under emergency circumstances. The Contractor shall assure that all supervisory personnel are thoroughly familiar with weapon screening and other screening related activities.

6. **Training.** The Contractor shall provide the training as required herein to all employees at no cost to the County. Any employee who needs to be re-trained, as determined by the County, shall receive such training from the Contractor at no cost to the County or, at the Contractor's option, shall be removed from work on the contract and replaced by an adequately trained employee. All training shall be documented and copies or training records indicating the employees name, date and subject trained shall be provided to the FCPD.

**A. Basic Security Training.** This training must be successfully completed by all employees prior to beginning work on this contract.

- (1) Armed & Unarmed Security Officer training (as applicable to assignment) as mandated by the State of Georgia and the Rules and Regulations of the Georgia Board of Private Detective and Security Agencies.
- (2) Public Relations.
- (3) Radio Communications.
- (4) Site specific equipment operating procedures.
- (5) Basic First Aid.
- (6) Cardiopulmonary Resuscitation (CPR).
- (7) Basic safety.
- (8) Patrol Operations.
- (9) Recognizing & Securing a Crime Scene.
- (10) Limitations of Authority as it applies to private security officers.
- (11) Effective Report Writing.
- (12) Selection and use of fire extinguishers.
- (13) Weapon Screening Procedures as detailed below.
- (14) Americans with Disabilities Act (ADA) familiarization as detailed below.
- (15) Site Orientation as detailed below.

**B. Site Orientation Training.** This shall include an orientation tour of assigned Fulton County facilities; identification of key County employees and officials; applicable County and Department policies; evacuation procedures of the facility to which assigned and the Standard Operating Procedures (SOP) of the Security Division, FCPD.

**C. On-the-job (OJT) Training.** The Contractor shall have a formal OJT program for persons hired after contract start date. This training shall consist of a minimum forty (40) hour training schedule, in which a new hire will be paired with an employee who has a minimum of 6 months security experience, before being assigned to a security post alone. The employee's skills shall be evaluated during this period by a security supervisor and successful completion shall be documented in writing. In the event the security supervisor determines the new hire does not demonstrate the necessary knowledge, skills and/or ability, the Contractor must re-train or remove the employee.

**D. In-Service Training.** This training shall be successfully completed by all employees working on contract and shall include the

following:

- (1) Quarterly and annually-- weapon screening procedures and use of screening equipment.
- (2) Quarterly -- evacuation procedures.
- (3) Annually -- CPR certification.
- (4) Annually -- ADA familiarization.
- (5) Annually -- use of force and arrest powers/authority of private security personnel.
- (6) Annually -- fire prevention and use of fire extinguishers.

**Weapon Screening Procedures & Use of Screening Equipment.** The Contractor must ensure all staff used to perform weapon screening functions are trained in proper screening techniques; physical inspections; use of metal detectors; and use of X-Ray systems as required by Fulton County and the State of Georgia. Training shall emphasize the need for courteous, cautious and efficient application of the weapon/contraband screening procedures and must be presented in a formal manner with ample opportunity for questions and answers. The Contractor must ensure that absolutely no security employee will perform any screening duties without successful completion of the following:

- a. Prior to beginning work on this contract and at least once annually thereafter, all employees will receive formal classroom instruction covering the purpose and seriousness of the screening function. The instruction shall include the following:
  - (1) Guidelines for weapons and dangerous devices
  - (2) Guidelines and procedures for X-ray screening
  - (3) Guidelines and procedures for physical inspection
  - (4) Operation and radiation safety instructions for x-ray machine, walk-through metal detector and hand-held metal detector in accordance with the Georgia Department of Human Resources Rules and Regulations for X-Rays 290-5-22, Rule 06, Paragraph (8)
  - (5) A video presentation of "E-Scan Small Parcel Inspection"
- b. Prior to beginning work on this contract and at least once quarterly thereafter, all employees will receive practical "hands on" training using the hand held magnetometer (hand wand), walk-through magnetometer and x-ray machine. Appropriate training aids will be used to ensure this training is realistic. County equipment and training aids, including the standard items of the FAA test kit, may be used for this training with prior coordination with the Commander, Security Division, FCPD.

**ADA familiarization.** This training shall consist of formal classroom instruction covering the topics listed below. The County Office of Disability Affairs can provide instructor training for the Contractor's training instructor(s) if needed, upon request.

- a. Definition of the Americans with Disabilities Act (ADA).
- b. Identification of the different titles covered by the Act (Title I, II, III, IV and V).
- c. Definition of "disability" under the ADA.

- d. Identification of five (5) disabilities covered by ADA.
- e. How the ADA affects employment practices (Title I highlights).
- f. How to work with an employee to arrive at a reasonable accommodation.
- g. Examples of reasonable accommodations.
- h. Identification of different methods for effective communication between persons with the following disabilities: Speech Impairment, Hearing Impairment or Deafness, Visual Impairment or Blindness, Limited Mobility (Wheelchair), HIV/AIDS and Mental Disability.
- i. How to screen a person in a wheelchair for weapons/unauthorized items.
- j. Identification of "working animals" and their access to public buildings under the ADA.
- k. What you should know about people with disabilities.

7. **Records and Reports.**

The Contractor must maintain, in the boundary of Fulton County, Georgia, all records and documents initiated in the performance of his obligations and functions under this contract for a minimum of thirty six (36) months following the date of termination of this contract.

**Training Records.** Contractor must maintain a current and accurate record of training for each employee that reflects the date and type training received. Copies of such records must be maintained onsite. Training records must be maintained for a minimum period of ninety (90) days following termination of an employee. The Contractor shall provide copies of records of basic and site orientation training, results of background checks, vehicle drivers licenses, and results of drug screening to the Chief, FCPD or his designee prior to the assignment of Security Officers to work on this contract. The Contractor shall provide copies of in service and OJT training records to the Chief, FCPD or his designee following the conduct of such training. The Contractor is exempt from providing proof of the above records for Security Officers prior to their assignment on a "temporary, fill-in" basis. The County reserves the right to request any and all such records through the duration of this contract. A "temporary, fill-in" basis is defined as working at a Fulton County facility for no more than two (2) consecutive forty-hour work weeks.

**Inspection/audit of contractor records.** All records and documents shall be subject to inspection and/or audit by Fulton County and/or its Agent at any time during the period for which they must be retained. Such inspections and/or audits shall be performed to determine the accuracy of direct cost invoices previously submitted. In the event Fulton County determines the existence of a discrepancy in the invoiced amount, offsetting adjustments in the payment, whether they are increases or decreases, shall be made to the Contractor by Fulton County or to Fulton County by the Contractor. At any time an audit or inspection reveals an overpayment(s) has occurred, the Contractor shall reimburse Fulton County the amount of the overpayment plus, the cost and expense of the inspection/audit.

**Employee Roster.** The Contractor shall provide to the Chief, FCPD or his designee, an Employee Roster listing the full names of each officer assigned to work for Fulton County under this contract. Updated rosters shall be provided as changes occur.

Any violation of these provisions will be deemed a default by the County and shall entitle Fulton County to all remedies for default created herein and/or provided by law.

8. **Materials and Equipment.**

Fulton County shall provide certain equipment and materials necessary for the Contractor to perform its service under the contract. The equipment and material includes, but is not limited to X-ray screening machines; walkthrough magnetometers (metal detectors), hand-held magnetometers (hand wands), megaphones (bullhorns), reflective vests, keys and incident report forms. The Contractor shall advise the Chief, Fulton County Police Department or his Designee, of any maintenance or repair needs of the equipment. The Contractor shall bear all risks of loss, damage or theft which occurs to such equipment while in use by the Contractor. Upon written notice from the County, specifying the amount of the loss, the contractor shall issue a credit in the amount of such loss on the next regularly issued invoice for the facility concerned.

Fulton County shall provide work space for use by the Contractor's Account Manager and Supervisory Personnel. The workspace shall be large enough to accommodate two persons and shall be furnished with office furniture and telephone service, with local access capability only. Fulton County shall also allow use of a fax machine by the Contractor's Account Manager.

The Contractor shall provide, install, operate, store and maintain in an acceptable condition, all uniforms, equipment, materials, fuel, and supplies necessary for the performance of the work required under this contract to include:

- a. **Vehicle.** One vehicle, minimum four cylinders, marked as company security vehicle to be used for security patrol and administrative travel in support of this contract. Vehicle will be marked on three sides including each passenger door and rear of trunk/tailgate. Vehicle marking will include the name of the contractor's company and the word "SECURITY" in at least six (6) inch block, reflective lettering. Vehicle must be insured, properly licensed and registered in the State of Georgia and be kept in safe and good operating condition. Vehicle insurance must cover all employees designated to drive this vehicle. Vehicle must be equipped with a two-way radio, as per the requirements stated in the following paragraph, a hand operated spotlight mounted near the driver's door and a yellow strobe light mounted on the vehicle's roof.
- b. **Radios.** One two-way, 800 MHZ, base station radio for use in the Fulton County Justice Center Complex Fire Control Center; one two-way, 800 MHZ, radio mounted in the Contractor's vehicle; and a minimum of one hand-held, two-way, 800 MHZ radio for each on-duty security officer. The hand-held radios must have sufficient multi-unit battery chargers and at least two batteries for each radio to ensure capability for continued use. Each radio must be equipped with a shoulder microphone, ear piece (microphone) and a carrying case **or belt clip** for attachment to the Officer's belt. All radios must be capable of communicating with the radio system used by the Security Division, FCPD.
- c. Police type "D Cell" flashlight with serviceable batteries for each security officer working during hours of darkness.
- d. Security officers will wear a "hard" or "police" type uniform. The Account Manager may wear a business suit or feminine equivalent, but must have a badge and identification for display and/or presentation, as necessary. Personnel must be equipped with the following uniform and accessory items:
  1. Flashlight belt holder appropriate for use with the type flashlights used.
  2. Radio carrying case or belt clip designed for attachment to the uniform trouser belt and appropriate for use with the

type hand-held radio used.

3. Rain coat, orange police type with "SECURITY" stenciled in one (1) inch, black, block letters across the front, right breast area; and in five (5) inch, black, block letters across the back of the raincoat. The raincoat must be equipped with eyelets over the front left breast area that will support a badge.
4. Hat, police type, with security hat badge for use in warm weather. The hat should provide protection to the officer's head and face from sunlight. The hat shall also have a removable plastic protective covering for use on the hat during wet weather.
5. Hat, police type insulated, with security hat badge for use in cold weather.
6. Gloves, insulated for use in cold weather.
7. Shirts, long and short sleeve uniform type for use during cold and hot weather. The short sleeve shirt shall be worn with an open collar pressed flat. The long sleeve shirt shall be worn with a tie. "SECURITY" insignia will be worn on each side of the shirt collar. Security officer's insignia shall be silver in color and supervisor's insignia shall be gold in color.
8. Tie, clip on type for use with long sleeve uniform shirt.
9. Company patches, must be sewn onto the shoulder sleeves of both shirts and the jacket.
10. Company security badge, must be worn on the uniform shirts; jacket; and raincoat. Security officer's badge shall be silver in color and supervisors badge shall be gold in color. As an alternative, a badge patch may be sewn on the jacket in lieu of the regular badge. A hat badge will be worn on each type hat.
11. Nameplate shall contain the security officer's last name and must be worn on the front right pocket of the uniform shirt (s) and the jacket. Security officer's nameplate shall be silver in color and supervisor's nameplate shall be gold in color.
12. Jacket, police type with removable liner, zippered sides for access to radios and other equipment, and zippered front for use in cold weather. Jacket shall not have attached hood. Jacket shall have eyelets for attachment of badge over left breast pocket.
13. Metal buttons are optional, but if worn on the shirt or jacket, shall be silver in color for security officers and gold in color for supervisors.
14. Company picture identification (ID) card. This card shall contain at a minimum, a color photograph of the officer, the officer's printed name, the officer's signature, the printed name

of the company, the printed name of the company president or other responsible person, the signature of this person and the date the ID card was issued by this person. The ID card will be attached with a clip to the right breast shirt pocket at all times.

- e. The Contractor shall furnish each of their employees assigned to Fulton County appropriate seasonal and inclement weather uniforms, as specified above, prior to assignment for work on this contract. Employees must be attired in proper uniform at all times while on duty, as required by FCPD. The color of the uniform and particular items worn may vary by county facility location (i.e., Government Center Complex, Justice Center Complex and Atlanta-Fulton County Library System; work shift; and/or security post. Civilian clothing items or other unapproved uniform items will not be worn with the approved uniform. Uniforms must be approved by the FCPD prior to use; each bidder must submit the specifications of the proposed uniform with the bid.

### **2.3 SPECIAL PROVISIONS**

Prior to commencement of the project, the Bidder shall recommend and secure the County's written approval of project work activities and the methods to be used in accomplishing the work for the Project. Any changes deviating from the approved, shall require re-approval by the County.

The Bidder shall perform the service required to accomplish the work as stated. The Bidder shall meet with the County for review of the work on a regular monthly basis as determined by the County.

The Bidder will be responsible for procuring and maintaining all licenses and permits required in the performance of the requested services.

### **3.0 BASIS OF PAYMENTS:**

Fulton County has estimated the security service requirements to be 4700 service hours per week. However, Bidders should note that increases and/or decreases to service requirements may occur from time to time. Hours may change based on service demands or availability of funding. Fulton County will not provide any special pay rate for work performed on holidays. A special pay rate for work performed as "extra service" may apply as specified in paragraph 2 below.

#### **1. Minimum Hourly Compensation (Pay) Rates.**

Fulton County has set the following minimum hourly pay rates due to the nature of the requested service, and the knowledge, experience and level of professionalism required to perform the work.

- 1. Account Manager \$ 12.60 per hour
- 2. Security Supervisor (unarmed) \$ 8.93 per hour
- 3. Security Officer (unarmed) \$ 7.88 per hour
- 4. Security Officer (armed) \$ 10.00 per hour

**Bidder shall indicate proposed hourly wage rate as follows:**

- 1. Account Manager \$\_\_\_\_\_ per hour (01A)
- 2. Security Supervisor (unarmed) \$\_\_\_\_\_ per hour (01B)
- 3. Security Officer (unarmed) \$\_\_\_\_\_ per hour (01C)
- 4. Security Officer (armed) \$\_\_\_\_\_ per hour (01D)

**Bidder shall indicate proposed hourly billing rate as follows:**

- 1. Account Manager \$\_\_\_\_\_ per hour (01E)
- 2. Security Supervisor (unarmed) \$\_\_\_\_\_ per hour (01F)
- 3. Security Officer (unarmed) \$\_\_\_\_\_ per hour (01G)
- 4. Security Officer (armed) \$\_\_\_\_\_ per hour (01H)

**Bidder shall complete the attached Security Staffing Plan with proposed hourly billing rates and indicate total annual cost for service as specified herein: \_\_\_\_\_ (01I)**

**2. Additional Service Requirement Rates and Procedures.**

In the event additional service is necessary, the Contractor agrees to provide such additional **service** at the rate provided under this contract.

In the event a request for additional service is provided with less than a twenty-four (24) hour notice, an overtime rate of 1.5 times the regular rate shall apply.

Additional service requirements will be provided to the Account Manager by the Commander or Deputy Commander, Security Division, FCPD only. Requirements may be rendered verbally, but will be provided in writing no less than thirty-six (36) hours from time of verbal notification.

3. **Invoicing.**

The Contractor shall submit weekly invoices to the Chief, FCPD or his designee. A separate invoice shall be prepared and submitted for each county facility. Each invoice shall indicate the purchase order number and contain the following information:

1. Name and address of facility for which service was provided
2. Period of service expressed in date form (i.e. 2-1-04 to 2-7-04).
3. Total service hours provided.
4. Total cost for service.
5. List each individual security post, service hours provided, billing rate (officer/supervisor/account manager, armed/unarmed and cost (for facilities with more that one security post).

Invoices for hours in excess of the standard service requirements established by the FCPD must contain a detailed explanation regarding charges. A separate invoice will be submitted for all additional service provided. In addition to containing the information listed above, additional service invoices must indicate "additional service", the event name as applicable and detailed explanation for the additional service.

Failure of Contractor to include the above information on each invoice will result in the invoice returned to the Contractor.

**SECURITY STAFFING PLAN ATTACHMENT**

The following is the estimated staffing requirements for the security services requested herein; however, increases and/or decreases may occur from time to time. Hours may change based on service demands and/or availability of funding.

**FACILITY LOCATIONS:**

1. **Government Center Complex, 141 Pryor Street, S. W. Atlanta Ga.**
2. **Mitchell Street Parking Lot, 194 Mitchell Street, Atlanta, Ga.**
3. **Turner Stadium Parking Lot, Capitol Avenue & Fulton Street, Atlanta Ga.**
4. **Jefferson Street Homeless Shelter, 1135 Jefferson Street, Atlanta, Ga.**
5. **M- Rich Building, 115 MLK JR. Dr. Atlanta, Ga.**
6. **West End Arts Center, 945 Ralph D. Abernathy Blvd. Atlanta, Ga.**
7. **Fulton County Medical Examiner's Office, 340 Pryor St. Atlanta Ga.**
8. **North Service Center Tag Office, 7741 Roswell Rd. N.E. Atlanta, Ga.**
9. **South Service Center Tag Office, 5600 Stonewall Tell Rd. Atlanta, Ga.**
10. **Hightower Station Tag Office, 2636-12 MLK JR. Dr. Atlanta, Ga.**
11. **Alpharetta Square Service Center, 289 So. Main St. Alpharetta, Ga.**
12. **Tax Commissioners Office, 132 Mitchell St. Atlanta, Ga.**
13. **Justice Center Complex, 185 Central Ave. Atlanta Ga.**
14. **Fulton County Drug Court, 1135-A Jefferson St. Atlanta Ga.**
15. **Justice Center 5TH Floor Court Rooms, 185 Central Ave. Atlanta, Ga.**
16. **New Juvenile Justice Center, 395 Pryor St. Atlanta, Ga.**
17. **Central Library, ONE Margaret Mitchell Sq. Atlanta Ga.**
18. **Ponce DeLeon Ave. Library, 980 Ponce DeLeon Ave. Atlanta, Ga.**
19. **Southwest Regional Library, 3665 Cascade Rd. Atlanta Ga.**
20. **Auburn Avenue Research Library, 101 Auburn Ave. Atlanta Ga.**
21. **Stewart Lakewood Library 2893 Lakewood Ave. Atlanta, Ga. 30315**
22. **Aldridge Health Center, 99 Butler St. Atlanta, Ga.**
23. **Adamsville Health Center, 3699 Baker ferry Rd. Atlanta Ga.**
24. **Roy McGee Health Center, 406 Lawton St. Atlanta, Ga.**
25. **South Fulton Health Center, 3665 Cascade Rd. Atlanta, Ga.**
26. **Northeast Health Center, 626 Parkway Dr. Atlanta, Ga.**
27. **Medical Examiners Office, 430 Pryor Street, Atlanta, Ga.**
28. **Information Technology, 121 MLK Jr. Drive, 3rd Floor, Atlanta, Ga.**

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

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

Title

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

\_\_\_\_\_  
\_\_\_\_\_

Title

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

(Date)

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

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

)ss.

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

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

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

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

\_\_\_\_\_

Title

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

\_\_\_\_\_

Title

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

(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

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

Company:

Signature:

Name:

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

(CORPORATE SEAL)

**FULTON COUNTY BIDDING GENERAL REQUIREMENTS****NOTICE TO ALL BIDDERS (FORM 99)**

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

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

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

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

THE BID SHEET, INCLUDING PHOTOGRAPHS OR CUTS, SPECIFICATIONS, AND DIMENSIONS OF THE PROPOSED "ALTERNATE".

17. FOR ALL BIDS, FULTON COUNTY RESERVES THE RIGHT TO REQUEST REPRESENTATIVE SAMPLES. IF REQUESTED, SAMPLES MUST BE DELIVERED AT THE BIDDER'S COST WITHIN THREE (3) BUSINESS DAYS. SAMPLES ARE SUBMITTED AT THE RISK OF THE BIDDER AND MAY BE SUBJECT 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 COUNT 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 NONDISCRIMINAITON IN CONTRACTING AND PROCUREMENT ORDINANCE, AND RELEVANT STATE AND FEDERAL LAWS INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH EEOC HIRING GUIDELINES AND REQUIREMENTS UNDER THE AMERICANS WITH DISABILITIES ACT. SUCCESSFUL BIDDER MUST OBTAIN ALL PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED AND FURNISH ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, TOOLS, SUPERVISION, AND INCIDENTALS NECESSARY TO ACCOMPLISH THE WORK IN THESE SPECIFICATIONS.
28. A SUCCESSFUL BIDDER WHO IS UNABLE OR UNWILLING TO ENTER INTO A CONTRACT WITH FULTON COUNTY SUBSEQUENT TO BEING GRANTED AN AWARD, OR WHO FAILS TO PERFORM IN ACCORDANCE WITH THE BID SPECIFICATIONS WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. SUCCESSFUL BIDDERS CONTRACT DIRECTLY WITH FULTON COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A BIDDER BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
30. IN CASE OF DEFAULT BY THE SUCCESSFUL BIDDER, FULTON COUNTY MAY PROCURE THE ARTICLES FOR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL BIDDER RESPONSIBLE FOR ANY RESULTING EXCESS COST.
31. THE COUNTY MAY AWARD ANY BID IN WHOLE OR IN PART TO ONE OR MORE VENDORS OR REJECT ALL BIDS AND/OR WAIVE ANY TECHNICALITIES IF IT IS IN THE BEST INTERESTS OF THE COUNTY TO DO SO. IN THE EVENT THAT ALL BIDS ARE NOT REJECTED, BIDS FOR ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES WILL BE AWARDED TO THE LOWEST "RESPONSIBLE" BIDDER(S) AS

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

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

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

## CERTIFICATION REGARDING DEBARMENT

- (1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### INSTRUCTIONS FOR CERTIFICATION

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

**(FC CODE SEC. 2-322. DEBARMENT). (A) AUTHORITY TO SUSPEND.** AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR STRUCTURED; PROVIDED, FURTHER, THAT ANY SUCH ENTITY SHALL ALSO BE SUBJECT TO SUSPENSION UNDER THIS SECTION IF ANY OF ITS CONSTITUENTS, MEMBERS, SUBCONTRACTORS AT ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION AND THE ENTITY, OR ANY CONSTITUENT OR MEMBER, KNEW OR

SHOULD HAVE KNOWN OF THE COMMISSION OF THE ACT. THE SUSPENSION SHALL BE FOR A PERIOD NOT TO EXCEED THREE YEARS UNLESS CAUSE IS BASED ON A FELONY CONVICTION FOR AN OFFENSE RELATED OR ASSOCIATED WITH FRAUDULENT CONTRACTING OR MISAPPROPRIATION OF FUNDS WHEREIN THE SUSPENSION SHALL NOT EXCEED SEVEN YEARS.

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

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

## NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

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

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

The Plan **must** identify and include:

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

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

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

**COMPLIANCE PROCEDURES:**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

**EXHIBIT B – EMPLOYMENT REPORT**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

SUBCONTRACTOR NAME: \_\_\_\_\_

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

\_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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



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

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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

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

<b>Total Dollar Value of Small Business Enterprise Agreements: (\$)</b>
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<b>Total Percentage Value: (%)</b>
------------------------------------

**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 VENTURE DISCLOSURE AFFIDAVIT**

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

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

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

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

1. Firms:

1) Name of Business: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

2) Name of Business: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

3) Name of Business: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

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

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

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

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

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

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

(Notary Seal)

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

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

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