



FULTON COUNTY

VISION

People Families Neighborhoods

MISSION

To serve, protect and govern in
concert with local municipalities

VALUES

People Customer Service
Ethics Resource Management Innovation
Equal Opportunity

Invitation to Bid

05ITB42158YA

PLUMBLING SUPPLIES FOR GENERAL SERVICES DEPARTMENT

BID DUE TIME AND DATE 11:00 A.M. MARCH 10, 2005

PROCEDURAL CONTACT: ALONZO ARNOLD at 404-730-4215

BID NUMBER 05ITB42158YA

PLUMBING SUPPLIES -2005

1 GENERAL REQUIREMENTS

- 1.1 Fulton County Purchasing Department is requesting bids from qualified bidders to furnish **PLUMBING SUPPLIES** to Fulton County General Services Department on an “as needed, if needed, when needed” basis from date of award and continuing through one year later.
- 1.2 General Service Department guarantees NO minimum quantity of purchase of any item in the list.
- 1.3 Orders will be made from the list, based on the bid prices only.
- 1.4 For additional information, contact **Alonzo Arnold at 404-730-4215 or e-mail at Alonzo.Arnold@co.fulton.ga.us.**

2 INVENTORY

- 2.1 The vendor shall be authorized dealer and/or stockist of leading manufacturer/s of plumbing supplies and components.

YES _____ NO _____

- 2.2 Does the vendor carry an inventory of PLUMBING SUPPLIES that include at least 50% of the items listed in this bid, in their warehouse?

YES _____ NO _____

Provide the address of your warehouse

- 2.3 If the vendor does not carry the inventory listed in this bid, describe the arrangement made for meeting the delivery schedules required in Paragraph. 4

- 2.4 Fulton County General Services Department reserves the right to reject any bidder who does not maintain an inventory within fifty (50) miles of the Fulton County Government Center at 141 Pryor Street, Atlanta, Georgia. The Bidder understands that having the material/supplies named above in stock for prompt delivery will be used in selecting the successful Bidder.

Understand and Comply: YES _____ NO _____

3 SUBMITTALS

- 3.1 The bidder must list manufacturer's model designations, unit prices, and applicable discounts in the bid schedule, Attachment-1. Failure to do so shall result in the disqualification of the bidder.
- 3.2 All bids must include relevant product data sheets to prove compliance with the specified product standards.

4 DELIVERY

- 4.1 Delivery requirements will be as required by the individual department managers. The bidder is required to respond to request in accordance with the following criteria:

- | | | |
|-------|-------------------------|--|
| 4.1.1 | Emergency Requests: | Will be delivered within either (8) hours. |
| 4.1.2 | High Priority Requests: | Will be delivered within seventy-two (72) hours. |
| 4.1.3 | Routine Requests: | Will be delivered within five (5) days. |

Failure to adhere to this delivery schedule can be grounds for termination of the contract.

- 4.2 Prices quoted will include all transportation charges fully prepaid to the Fulton County General Services Department, Inventory Control 3929 Aviation Circle, Building C, Atlanta, Georgia; the Fulton County Government Center, Loading Dock, 141 Pryor Street, Atlanta, Georgia; and the Fulton County Justice Center, 160 Pryor Street, Atlanta, Ga.

5 AWARD:

Award(s) will be made to the lowest, most responsive and responsible vendor (s). Fulton County reserves the right to award contract to more than one vendor. Fulton County reserves the right to add or delete any item(s) from the award. Any award made as a result of this quote will be for the calendar year 2005, effective from date of award for a period of twelve (12) months.

- 5.1 To determine the lowest, most responsible bidder(s), Fulton County will consider the price quoted for the items in Bid Schedule in each group. Even though each line item will be evaluated and graded, vendor who quotes the lowest price and gets the highest total grade for the entire group will be considered the lowest bidder

- 5.2 Quoting lowest price for one item is not a sufficient reason to award a contract to that vendor for that item.
- 5.3 To determine the most responsible bidder(s) Fulton County will consider the following criteria that the bidders must include in their bid.
 - A. Compliance to product specifications for items listed
 - B. Ability to meet delivery requirements as in Paragraph 4
 - C. Location of vendor's facility as required in Paragraph 2
 - D. Compliance with all other terms and conditions required in this specification

6 INVOICING

- 6.1 Invoices submitted against the contract must include the purchase order number, item number(s) and item description(s), quoted prices and percentages.
- 6.2 Invoices shall be sent to the following addresses only for the requesting zone to expedite payment.

General Services Dept.
Materials Management
3929 Aviation Circle, Building C.
Atlanta, Ga. 30336
- 6.3 Invoices will be returned unpaid to the contractor when one of the following conditions exists:
 - A. Invoice does not contain all the required information.
 - B. List price on the invoice does not correspond to the latest price.
- 6.4 The bidder understands that it is Fulton County's goal to pay all valid invoices within thirty (30) days of receipt by the General Services Department.
- 6.5 Bidder agrees that when and if this goal cannot be met, no legal action will be taken to force payment and no interest or penalty will accrue because of the county exceeding the thirty (30) day goal.
- 6.6 Successful vendor/s is required to submit invoices within 10 days from the date of supply. General Services Department will not honor any invoice/s not received within one year from the date of supply.

7. Performance Evaluation

The performance of the contractor will be evaluated on a continuous basis, based on the Fulton County's "Contract Performance" benchmarks. General parameters for performance evaluation are as follows.

- 7.1 Performance evaluation will be performed by the Contract Administrator or by other authorized personnel of General Services Department
- 7.2 Performance evaluation will be conducted at periods not greater than 3 (three) months.
- 7.3 The Contractor will be given a copy of the evaluation. The contractor is required to acknowledge the receipt of the evaluation.
- 7.4 Contractor will be able to make remarks or note corrective actions taken, on the evaluation sheet.
- 7.5 Fulton County reserves the right to terminate the contract based on the Performance evaluation, after serving due notice on the contractor, if the contractor fails to provide acceptable services for two or more three month periods.
- 7.6 Any dispute resulting from the evaluation will be left to the arbitration of the Assistant Director/Building Maintenance
- 7.7 The decision of the Assistant Director/ Building Maintenance will be final and binding on both the parties

8. Exceptions

State exceptions and/or remarks below.

End of Specification

Please see next page for Quote Schedule

Bid Schedule for Plumbing Supplies Attachment 1 Group A

No	Inventory Code	Inventory Name	Unit *	Unit Rate
1 .	107984	PUMP B & G 2-1/2"		
2 .	104875	PUMP WELL TYPE SYSTEM		
3 .	106270	TANK KOHLER PRES LITE		
4 .	107243	THERMOSTAT FOR WATER HEATER		
5 .	106382	WATER CHILLERS REMOTE		
6 .	108390	WATER COOLER 3 GAL BARRIER FREE		
7 .	100634	WATER COOLER 3 GAL FREE STAND		
8 .	100574	WATER COOLER 3 GAL WALL HUNG		
9 .	100397	WATER COOLER 5 GAL FREE STAND		
10 .	106261	WATER COOLER DUAL BARRIER FREE		
11 .	109885	WATER COOLER WALL HUNG (OAS)		
12 .	102814	WATER HEATER ELECTRIC 2 GAL		
13 .	100629	WATER HEATER ELECTRIC 6 GAL		
14 .	108387	WATER HEATER ELECTRIC .40 GAL "49"		
15 .	102405	WATER HEATER ELECTRIC 12 GAL		
16 .	108381	WATER HEATER ELECTRIC 30 GAL 1PH 277V		
17 .	106862	WATER HEATER ELECTRIC 40 GAL 480V 1P 6KW		
18 .	100627	WATER HEATER ELECTRIC 40 GAL "60"		
19 .	102979	WATER HEATER ELECTRIC 40 GAL"45"		
20 .	101388	WATER HEATER ELECTRIC 52 GAL "56"		
21 .	100628	WATER HEATER ELECTRIC 80 GAL		
22 .	103798	WATER HEATER GAS 100 GAL		
23 .	100631	WATER HEATER GAS 30 GAL "56"		
24 .	103709	WATER HEATER GAS 40 GAL"52"		
25 .	105313	WATER HEATER GAS 50 GAL		
26 .	109335	WATER HEATER GAS 65 GAL "60"		
27 .	106656	WATER HEATER GAS 75 GAL "60"		
28 .	107507	WATER HEATER INST FLOW 6000W		
29 .	106671	WATER HEATER INSTANT FLOW 2300-6000W		
30 .	108328	WATER HEATER INSTANT FLOW 4600W		
31 .	108432	WATER HEATER INSTANT FLOW 8000 W		
32 .	105372	WATER HEATER PROPANE 40 GAL		
33 .	100584	WATER HEATING ELEMENT SCREW-IN 3500/208V		
34 .	103371	WATER HEATING ELEMENT SCREW-IN 4500/480V		

Total Quoted Price for Group A: \$ _____

*** - Vendor must clearly identify unit of measure for each line item. Bids that do not state the unit of measure will**

be considered 'non-responsive'.

Bid Schedule for Plumbing Supplies

Attachment. 1

Group B

No	Inventory Code	Inventory Name	Unit *	Unit Rate
1 .	101749	AUGER CABLE KIT (A-30) DRAIN CLEA MAC		
2 .	102588	AUGER CABLE KIT (A-62) DRAIN CLEA MAC		
3 .	103208	AUGER CLEANER CABLE 25 FT.		
4 .	107991	AUGER DRUM W/SHAFT		
5 .	105230	AUGER EXPANDING CUTTER (T-15A) DRAIN CLEA		
6 .	105208	AUGER FUNNEL (T-3) DRAIN CLEA MAC		
7 .	101763	AUGER HEAD SET (K-60)		
8 .	102162	AUGER HEAD SET 3/4"		
9 .	105214	AUGER HOOK (T-7) DRAIN CLEA MAC		
10 .	102596	AUGER MITTS LEFT&RIGHT DRAIN CLEA MAC		
11 .	105640	AUGER SHARKTOOTH CUTTER 4" (T-50-2) DRAIN		
12 .	106109	AUGER TOILET (K-3) OR(K-6)		
13 .	100575	AUGER URINAL (TU4)		
14 .	102925	AUGER-RETRIVER		
15 .	105483	CABLE (C-11) DRAIN CLEA MAC		
16 .	101555	CABLE CARRIER (A-8)		
17 .	109428	HEAT CABLE /TAPE		
18 .	103526	JET SWET KIT (PLUMBER)		
19 .	106367	KEY WATER 4 WAY FOR 1/4",9/32",5/16",11/32"		
20 .	108263	PIPE CUTTER 3/4"-2"		
21 .	100702	PIPE THREAD DIE HEAD 1/2"-3/4-1"		
22 .	100701	PIPE THREAD DIE HEAD 3/8"1/2"		
23 .	101475	REAR GUIDE HOSE (A-34-12)FOR DRAIN CLEA		
24 .	104672	TOOL BOX (A-3) FOR DRAIN CLEA MAC		
25 .	101287	TORCH KIT (MAPP/PROPANE)		
26 .	109444	WATER RAM W/CASE		
27 .	102608	WHEEL GRINDER 12"		
28 .	104843	WRENCH BASIN		
29 .	108260	WRENCH PIPE 24" ALUMINUM		
30 .	101610	WRENCH PULLER/REMOVER		
31 .	107172	WRENCH SUPER SLOAN A-50		

Total Quoted Price for Group B : \$ _____

** - Vendor must clearly identify unit of measure for each line item. Bids that do not state the unit of measure will be considered 'non-responsive'.*

Bid Schedule for Plumbing Supplies

Attachment.1

Group C

No	Inventory Code	Inventory Name	Unit *	Unit Rate
1 .	103328	FAUCET 4" LAVATORY WFMPU DELTA 520		
2 .	109209	FAUCET 8" COVER AUTO		
3 .	101874	FAUCET 8" KITCHEN		
4 .	106896	FAUCET 8" SGL LEV/PULL OUT SPOUT		
5 .	103811	FAUCET 8" W/SPRAY SINGLE LEVER EC		
6 .	103812	FAUCET 8IN 2 HANDLE W/SPRAY ECONOMY		
7 .	101047	FAUCET BASIN SLOP SINK 51-T		
8 .	101060	FAUCET BASIN TYPE SINGLE COLD		
9 .	106908	FAUCET DELTA 8" GOOSE NECK/BLADE HANDLES		
10 .	103326	FAUCET DELTA KITCHEN W/SPRAY MDL# 400WF		
11 .	102436	FAUCET FROSTPROOF 1/2X12		
12 .	102423	FAUCET FROSTPROOF 1/2X6		
13 .	102431	FAUCET FROSTPROOF 1/2X8		
14 .	104323	FAUCET GOOSE NECK		
15 .	103332	FAUCET KITCHEN CITATION BRASS C-4340		
16 .	102729	FAUCET KITCHEN FILTER CHROME		
17 .	101267	FAUCET LAVATORY 2248-516		
18 .	106962	FAUCET LAVATORY 4" GERBER		
19 .	100558	FAUCET LAVATORY W/POPOP DELTA 2522		
20 .	103327	FAUCET LAVATORY W/POPOP DELTA 522WF		
21 .	103331	FAUCET LAVATORY W/POPOP KOHLER 1180		
22 .	101280	FAUCET LAVATORY WIDE SPREAD		
23 .	103330	FAUCET SHOWER 1-HANDLE DELTA 636-C		
24 .	103329	FAUCET SHOWER 3-HANDLE DELTA 2683-C		
25 .	103410	FAUCET SINK (786-E3CP)		
26 .	100968	FAUCET STEM AQUA SEAL COLD A.S.		
27 .	109442	FAUCET T&S DBLE PANTRY B-0300		
28 .	101276	FAUCET T&S WALL MTD. B-230-LN		
29 .	100544	FAUCET WALL MTD CENTRAL BRASS 47-UA		
30 .	108065	GARBAGE DISPOSAL		
31 .	108090	HAND SHOWER HOSE		
32 .	108089	HAND SHOWER SPRAY MASSAGE		
33 .	101224	LAVATORY SINK WALL HUNG 19 X17		
34 .	101291	PLUNGER TOILET BOWL		
35 .	101264	SINK FAUCET COMBINATION 272-07		
36 .	107345	SINK KITCHEN SS		
37 .	109451	SINK LAVATORY ROUND 19"		

38 .	107458	SINK MARBLE		
39 .	109446	TANK COVER TOILET FIT ALL		
40 .	103776	TOILET BOWL TANK REGULAR TYPE		
41 .	109858	TOILET BOWL REAR SPUD WALLHUNG (K-4460-C)		

Bid Schedule for Plumbing Supplies

Attachment.1

Group C

No	Inventory Code	Inventory Name	Unit *	Unit Rate
42 .	102184	TOILET BOWL TANK ELONGATED TYPE		
43 .	102724	TOILET BOWL TANK TOP HANDICAP 17"H		
44 .	100497	TOILET BOWL TANK TOP REGULAR TYPE		
45 .	100252	TOILET BOWL TOP SPUD ELONGATED FLR MTD		
46 .	103658	TOILET BOWL TOP SPUD ELONGATED HC FLR		
47 .	100258	TOILET BOWL TOP SPUD WALLHUNG (4 BOLT)		
48 .	101288	TOILET SEAT ELONGATED OPEN END		
49 .	102034	TOILET SEAT ELONGATED W/ COVER CLOS		
50 .	102689	TOILET SEAT REG O/FRONT W/COVER (CHILD)		
51 .	101289	TOILET SEAT REGULAR CLOSED END W/LI		
52 .	109206	TOILET/URINAL AUTO FLUSH VALVE		
53 .	107369	URINAL WALL HUNG TOP SPUD		
54 .	107537	VANITY ASSEMBLY		
55 .	101045	WASHERLESS, DELTA 500		

Total Quoted Price for Group C \$ _____

** - Vendor must clearly identify unit of measure for each line item. Bids that do not state the unit of measure will be considered 'non-responsive'.*

Bid Schedule for Plumbing Supplies

Attachment.1

Group D

No	Inventory Code	Inventory Name	Unit *	Unit Rate
1 .	106864	FAUCET LK-400		
2 .	101864	HANDICAP GRABBAR SAFTEY		
3 .	108452	INSULATION PIPE 2"		
4 .	108453	INSULATION PIPE 3"		
5 .	100774	LAVATORY 1/2X1/2X20		
6 .	100962	LAVATORY 1/2X1/2X30		
7 .	100569	LAVATORY 1/2X3/8X20		
8 .	101157	LAVATORY 7/8X1/2X12		
9 .	100902	LAVATORY 7/8X3/8X12		
10 .	100885	LAVATORY 7/8X3/8X20		
11 .	102894	PIPE CAST IRON "3"		
12 .	102891	PIPE CAST IRON" 4"		
13 .	100892	PIPE COPPER 1/2" TYPE L		
14 .	100903	PIPE COPPER 1" TYPE L		
15 .	100883	PIPE COPPER 1-1/2" TYPE L		
16 .	100880	PIPE COPPER 2" TYPE L		
17 .	108367	PIPE DRAINAGE TYPE		
18 .	100916	PIPE GALV 1 1/2 O.D. T&C		
19 .	105344	PIPE PVC SCH 40 10"		
20 .	100857	PIPE PVC SCH 40 2"		
21 .	100832	PIPE PVC SCH 40 4"		
22 .	101430	PIPE PVC SCH 40 6"		
23 .	101973	PVC SCH 40 PIPE 1 1/2" 280 PSI		
24 .	100767	PVC SCH 40 PIPE 1 1/4" 280 PSI		
25 .	100773	PVC SCH 40 PIPE 1" 280 PSI		
26 .	100834	PVC SCH 40 PIPE 1/2" 280 PSI		
27 .	101278	PVC SCH 40 PIPE 3/4" 280 PSI		
28 .	101904	TUBING CLEAR 1/2"		
29 .	100783	TUBING COPPER SOFT REF 1/4		
30 .	100638	TUBING COPPER SOFT WATER 3/8		
31 .	101438	WATER HOSE HD 50'		
32 .	102375	WATER HOSE HD 100'		
33 .	102105	WATER HOSE 5/8"		

Total Quoted Price for Group D: \$ _____

** - Vendor must clearly identify unit of measure for each line item. Bids that do not state the unit of measure will be considered 'non-responsive'.*

Bid Schedule for Plumbing SuppliesAttachment.1Group E

No	Inventory Code	Inventory Name	Unit *	Unit Rate
1 .	100943	ADAPTER, FEMALE, COPPER 1 1/2"		
2 .	100940	ADAPTER, FEMALE, COPPER 1 1/4"		
3 .	100951	ADAPTER, FEMALE, COPPER 1"		
4 .	100947	ADAPTER, FEMALE, COPPER 1/2"		
5 .	100949	ADAPTER, FEMALE, COPPER 2"		
6 .	100948	ADAPTER, FEMALE, COPPER 3/4"		
7 .	100816	ADAPTER, FEMALE, PVC SCH 40, 300 PSI 1 1/2"		
8 .	100815	ADAPTER, FEMALE, PVC 2"		
9 .	103732	ADAPTER, FEMALE, PVC SCH 40, 300 PSI 1 1/4"		
10 .	100819	ADAPTER, FEMALE, PVC SCH 40, 300 PSI 1"		
11 .	100821	ADAPTER, FEMALE, PVC SCH 40, 300 PSI 1/2"		
12 .	100820	ADAPTER, FEMALE, PVC SCH 40, 300 PSI 3/4"		
13 .	100946	ADAPTER, MALE, COPPER 1 1/2"		
14 .	100941	ADAPTER, MALE, COPPER 1 1/4"		
15 .	100955	ADAPTER, MALE, COPPER 1/2"		
16 .	100863	ADAPTER, MALE, COPPER 3/4"		
17 .	100952	ADAPTER, MALE, COPPER 2"		
18 .	103235	ADAPTER, MALE, PVC SCH 40, 300 PSI 1 1/2"		
19 .	100824	ADAPTER, MALE, PVC SCH 40, 300 PSI 1 1/4"		
20 .	100825	ADAPTER, MALE, PVC SCH 40, 300 PSI 1"		
21 .	100827	ADAPTER, MALE, PVC SCH 40, 300 PSI 1/2"		
22 .	100823	ADAPTER, MALE, PVC SCH 40, 300 PSI 2"		
23 .	100830	ADAPTER, MALE, PVC SCH 40, 300 PSI 3/4"		
24 .	101097	AERATOR FAUCET DUAL THREAD		
25 .	102128	AIR HOSE LOCK-ON 3/8X50 FT		
26 .	103270	BACK FLOW PREVENTER 3/4"		
27 .	105354	BACK FLOW PREVENTER 1"		
28 .	104215	BACK FLOW PREVENTER 2"		
29 .	105185	BACK FLOW PREVENTER REDUCED PRESSURE 1-		
30 .	100510	BARREL KOHLER		
31 .	101331	BASKET SINK STRAINER 3 1/2-4		
32 .	100619	BOILER DRAIN BRASS 3/4"		
33 .	109848	BUBBLER CARTRIDGE WTR		
34 .	109888	BUBBLER VALE TYPE		
35 .	109817	BUBBLER WATER (SUNROC)		

36 .	109338	CAP ASSY (T-12A) SYMMONS		
37 .	100919	CAP COPPER 2"		
38 .	101298	CLAMP PATCH 1" X 6"		

Bid Schedule for Plumbing Supplies **Attachment.1** **Group E**

No	Inventory Code	Inventory Name	Unit *	Unit Rate
39 .	103243	CLAMP PATCH 1-1/2" X 6"		
40 .	103333	CLAMP PATCH 1-1/4 X 6"		
41 .	101297	CLAMP PATCH 1X 9		
42 .	101310	CLAMP PATCH 2" X 12"		
43 .	101308	CLAMP PATCH 2" X 6"		
44 .	103300	CLAMP PATCH 2" X 9"		
45 .	101307	CLAMP PATCH 3/4" X 9"		
46 .	105886	COMPRESSION ELL 90 1/2"X1/2" OD BRASS		
47 .	105242	COMPRESSION ELL 90 7/8" OD BRASS		
48 .	104663	COMPRESSION UNION 5/8"OD		
49 .	104674	COMPRESSION UNION 7/8"OD		
50 .	100878	COPPER PIPE 300PSI 1 1/4" TYPE L		
51 .	108028	COUPLING COMPRESSION I&C 1-1/4"		
52 .	101323	COUPLING DRESSER GALV 2"		
53 .	101022	COUPLING GALV 3/4"		
54 .	101131	COUPLING NO HUB 4"		
55 .	100698	COUPLING PVC SLIP FIX 2 1/2"		
56 .	100591	COUPLING RUBBER REDUCER 1-1/4" X 1-1/2"		
57 .	104086	COUPLING URINAL SPUD/ESUTC 3/4"		
58 .	109780	COVER RELIEF VALVE SS		
59 .	109210	DISPENSER SOAP AUTO		
60 .	104988	DRAIN GRID ZURN W/SCREWS		
61 .	108178	DRAIN FLOOR TYPE		
62 .	104815	DRAIN WATER COOLER LK464		
63 .	100678	DRINKING FOUNTAIN BUBBLE PLASTIC		
64 .	100769	DRINKING FOUNTAIN BUBBLE REGULATOR		
65 .	100917	ELBOW COPPER 1/2 " X 90		
66 .	100870	ELBOW COPPER 1 1/2" X 45		
67 .	100893	ELBOW COPPER 1 1/2" X 90		
68 .	100895	ELBOW COPPER 1 1/4" X 90		
69 .	100876	ELBOW COPPER 1" X 45		
70 .	100901	ELBOW COPPER 1" X 90		
71 .	100890	ELBOW COPPER 2"X 90		
72 .	100897	ELBOW COPPER 3/4" X 90		
73 .	100776	ELBOW PVC SCH 40 1 1/2" X 90		
74 .	100777	ELBOW PVC SCH 40 1 1/4" X 90		
75 .	100779	ELBOW PVC SCH 40 1" X 90		

76 .	104723	ELBOW PVC SCH 40 1/2" X 90		
77 .	103231	ELBOW PVC SCH 40 3/4" X 90		
78 .	100775	ELBOW PVC SCH 40 2"X 90		
79 .	100912	ELL COPPER 45 DEG STREET 1"		
80 .	105874	ELL PVC 45 DEG 3"		

Bid Schedule for Plumbing Supplies Attachment.1 Group E

No	Inventory Code	Inventory Name	Unit *	Unit Rate
81 .	100466	ELL PVC 90 DEG 1-1/4 STREET		
82 .	103660	ELL PVC 90 DEG 4" LONG SWEEP		
83 .	108376	ELL PVC LONG TURN 90 DEG 6"		
84 .	101246	EXTENSION TUBE 1-1/2 X 12" LONG		
85 .	106899	FAUCET CAP ASSEMBLY SINGLE LEVER DELTA		
86 .	108348	FAUCET CARTRIDGE CHICAGO 671XJKNF		
87 .	103562	FAUCET FROSTPROOF 1/2X10		
88 .	103339	FAUCET HANDLE (HC) CHICAGO COLD		
89 .	101626	FAUCET HANDLE (HC) CHICAGO HOT		
90 .	107489	FAUCET HANDLE HOT&COLD KO90HX		
91 .	101327	FAUCET HANDLE HOT&COLD UNIVERSAL TYPE		
92 .	105545	FAUCET NOZZLE/SPOUT 8" SWING T&S		
93 .	105546	FAUCET NOZZLE/SPOUT 12" SWING T&S		
94 .	106464	FAUCET SHOWER HANDLE VALVE TYPE		
95 .	101104	FAUCET STEM AMERICAN STANDARD AKC-		
96 .	102878	FAUCET STEM CARTRIDGE LAV. GERBER		
97 .	109214	FAUCET STEM CHICAGO COLD (LH)		
98 .	103334	FAUCET STEM CHICAGO HOT (RH)		
99 .	109819	FAUCET STEM COLD ELJER		
100	108331	FAUCET STEM DELTA MDL # RP25513		
101	103340	FAUCET STEM GERBER COLD (LH)		
102	106895	FAUCET STEM GERBER HOT (RH)		
103.	109818	FAUCET STEM HOT ELJER		
104.	107123	FAUCET STEM KOHLER COLD (11-0975)(FS5-22C)		
105.	107117	FAUCET STEM KOHLER HOT (11-0975)(FS5-22H)		
106.	104072	FAUCET STEM SPEAKMAN LAV. COLD (G05-0529)		
107.	104053	FAUCET STEM SPEAKMAN LAV. HOT (G05-0528)		
108.	108330	FAUCET STEM STERLING		
109.	107038	FAUCET STEM T&S COLD MDL# 23-2063		
110.	101970	FAUCET STEM T&S MDL# 002711-40M COLD/HOT		

111.	101967	FAUCET STEM T&S MDL# 002711-40M HOT		
112.	106366	FAUCET STEM ZURN		
113.	103364	FAUCET T&S WALL MTD B-133		
114.	108380	FAUCET T&S WALL MTD FCT 12" SPOUT		
115.	101432	FLANGE URINAL PVC 2"		
116.	101090	FLAPPER TANK BALL		
117.	102951	FLEXIBLE GAS SUPPLY LINE 24X1/2		
118.	101161	FLEXIBLE GAS SUPPLY LINE 24X3/4		
119.	102952	FLEXIBLE GAS SUPPLY LINE 36X1/2		
120.	100546	FLUIDMASTER 400 A		
121.	108108	HAND SHOWER ARM MOUNT		

Bid Schedule for Plumbing Supplies **Attachment. 1** **Group E**

No	Inventory Code	Inventory Name	Unit *	Unit Rate
122.	101146	HOSE DISCONNECT COUPLING SAFE-T-GAR		
123.	103432	HOSE FLEX RINSING SS		
124.	101325	HOSE SPRAY AUTO RINSING SINK		
125 .	109470	HYDRANT FREEZLESS 3/4"		
126 .	105478	HYDRANT OUTSIDE		
127 .	109816	LAVATORY LEG		
128 .	106362	LEVER FOR TANK - EXTREME ANGLE		
129 .	102676	NIPPLE BRASS 2X6		
130 .	102669	NIPPLE BRASS CLOSE 2"		
131 .	102038	NOZZLE SPRAY VALVE		
132 .	100758	NOZZLE WATER HOSE GRIP TYPE		
133 .	102901	P- TRAP "3"		
134 .	102638	PIN ROLL		
135 .	105881	PLUG BRASS 3-1/2"		
136 .	105465	PLUG TEST CAP		
137 .	100349	PRESSURE REGULATOR 3/4"		
138 .	101149	P-TRAP 1-1/2"		
139 .	101148	P-TRAP 1-1/4"		
140 .	105477	P-TRAP ABS 1-1/2"		
141 .	100347	P-TRAP W/CO 1-1/2"		
142 .	103352	REGULATOR WATER 3/8 INLINE		
143 .	106568	REGULATOR WATER FLOW COOLER		
144 .	100705	SHOWER CHICAGO ADJ HEAD HAND		
145 .	100559	SHOWER FITTING DELTA 2683C		
146 .	101088	SHOWER HEAD 1/2"		

147 .	104865	SHOWER/TUB SPINDLE ASSY (TA-10 OR SA-10)		
148 .	106778	SHOWER/TUB SPINDLE HANDLER		
149 .	108329	SHOWER/TUB WATER CARTRIDGE DELTA		
150 .	106356	SILCOCK 1/2 X 10" FPRF - NIBCO		
151 .	106357	SILCOCK 1/2 X 8" - NIBCO		
152 .	101222	SLOAN FLUSH VALVE B-32A HANDLE ASSEM		
153 .	100582	SLOAN GUIDE ASSY		
154 .	102818	SOLIDS INTERCEPTOR (ZURN) Z-1180		
155 .	100706	SPOUT WALL W/SPRAYER		
156 .	107510	SPRINKLER RING 1/2 CHR 2 PC ESC RECESSED		
157 .	101237	SPUD BRASS 1-1/2" CLOSET & URINAL		
158 .	103405	STEM FAUCET KOHLER #6 COLD		
159 .	102424	STOP ASSY FLUSHOMETER SLOAN 3/4 (H710ACP)		
160 .	104581	STRAINER TH 1/2"		
161 .	104580	STRAINER TH 1/4"		
162 .	101112	SUPPLY LINE LAV 1/2X1/2X12 FLEX		

Bid Schedule for Plumbing Supplies **Attachment. 1** **Group E**

No	Inventory Code	Inventory Name	Unit *	Unit Rate
163 .	101155	SUPPLY LINE LAV 1/2X1/2X16 FLEX		
164 .	101166	SUPPLY LINE LAV 1/2X3/8X12 FLEX		
165	101150	SUPPLY LINE LAV 1/2X3/8X16 FLEX		
166	100596	SUPPLY LINE LAV 1/2X3/8X20 FLEX		
167	101079	TAIL PIECE & POP-UP ASSY(PO PLUG)		
168.	101253	TAIL PIECE 1-1/2" X 12"		
169	104863	TAILPIECE FLEXIBLE 1-1/2X12		
170	100697	TEE BRASS 2"		
171.	106848	TEE SLIP JOINT 1-1/2"		
172.	100526	TEES PVC 6"		
173.	107402	TEST CAP NIPPLE CARRIER		
174.	100633	TOILET SEAT ELONG OPEN FRONT W/ COVER		
175.	103247	TOILET TANK LEVER W/LIFT ARM		
176.	105497	TRAP SEAL PRIMER		
177.	100928	UNION COPPER 1-1/2"		
178.	100921	UNION COPPER 2"		
179.	100567	UNION PVC 2"		
180.	101138	VACUUM BREAKER ANTI SIPHON 1/2"		
181.	100795	VACUUM BREAKER ANTI SIPHON 3/4"		
182.	101162	VACUUM BREAKER SLOAN TAILPIECE 1-1/2"X9"		

183	102986	VACUUM BREAKER TUBE CHROME 1-1/2 X 24		
184	103269	VACUUM BREAKER WATTS 1/2"		
185	100580	VALVE ANGLE 1/2 COMPR X 3/8 COMPR		
186	105215	VALVE ASSEMBLY DOUBLE CHECK 1"		
187	100862	VALVE BALL BRASS 1 1/2"		
188	105496	VALVE BALL BRASS 1" SW		
189	102610	VALVE BALL BRASS 2" SW		
190	100450	VALVE BALL PVC 1/2"		
191	100452	VALVE BALL PVC 3/4"		
192	100454	VALVE BALL PVC 1"		
193	102259	VALVE BALL PVC 1-1/2"		
194	102258	VALVE BALL PVC 2"		
195	103366	VALVE BODY HOT/COLD		
196	104073	VALVE BOX		
197	101281	VALVE DOUBLE CK ASSY 1" WATTS 709		
198	101283	VALVE DOUBLE CK ASSY 1-1/4 IN WATT 709 SZ		
199	104202	VALVE FLO CONTROL SOLENOID		
200	100577	VALVE FLUSH ROYAL SLOAN		
201	101186	VALVE GAS CUT-OFF 1-1/2"		
202	101084	VALVE GATE SW BRASS 1/2"		
203	101082	VALVE GATE SW BRASS 3/4"		
204	101081	VALVE GATE SW BRASS 1"		

Bid Schedule for Plumbing Supplies **Attachment.1** **Group E**

No	Inventory Code	Inventory Name	Unit *	Unit Rate
205	101300	VALVE GATE SW BRASS 1-1/4"		
206 .	101292	VALVE GATE SW BRASS 2"		
207 .	101311	VALVE GATE TH BRASS 1/2"		
208 .	101183	VALVE GATE TH BRASS 3/4"		
209 .	100990	VALVE GATE TH BRASS 1"		
210 .	101172	VALVE GATE TH BRASS 1-1/2"		
211 .	101165	VALVE GATE TH BRASS 2-1/2"		
212 .	101241	VALVE GLOBE SW BRASS 1/2"		
213 .	101239	VALVE GLOBE SW BRASS 3/4"		
214 .	100703	VALVE PRESSURE REDUCER 2"		
215 .	107461	VALVE PRESSURE REDUCING 2"		
216 .	107985	VALVE PRESSURE REDUCING 2-1/2"		
217 .	108429	VALVE PRESSURE REDUCING 3/4"		
218 .	105531	VALVE PRESSURE RELIEF 1/2"		
219 .	107925	VALVE PRESSURE RELIEF 2-1/2"		

220 .	101117	VALVE PRESSURE RELIEF 3/4"INLET 1" OUTLET		
221 .	101332	VALVE PRESSURE RELIEF FEMALE 1"		
222 .	101092	VALVE PRESSURE RELIEF/TEMP. 3/4"		
223 .	108126	VALVE PUSH BUTTON SUNROC (SF-1895)		
224 .	101335	VALVE WATER REDUCING 3/4"		
225 .	103819	VALVE WATER REDUCING 1"		
226 .	101328	VALVE-ICE MAKER (SADDLE) COPPER TUBING		
227 .	103246	WASHER SLIP NUT 1-1/2"		
228 .	101252	WASTE ARM CONTINUOUS 1-1/2" X 12"		
229 .	109422	WASTE DRAIN SINK 3-1/2 "		
230 .	100613	WASTE OUTLET CENTER 1-1/2"		
231 .	101259	WASTE OUTLET END 1-1/2"X16"		
232 .	104132	WATER CONTROL ASSY		
233 .	106875	WATER FILTER HOUSING		
234 .	102321	WATER FILTER SEPERATOR 3/8"		
235 .	108313	WATER HAMMER AERATOR 3/4"		
236 .	108350	Y - STRAINER BRASS 2"		
237 .	109202	Y- COMBO "4"		
238 .	100034	Y STRAINER BRASS 3/4"		
239 .	101646	Y STRAINER BRASS 1-1/2"		
240 .	104440	Y STRAINER BRASS 1-1/4"		

Total Quoted Price for Group E: _____

Bid Schedule for Plumbing Supplies

Attachment

Group

F

No	Inventory Code	Inventory Name	Unit *	Unit Rate
1 .	102576	AIR KIT QUICK DISCONNECT 1/4"		
2 .	109208	AREOSOL FOR AUTO DISINF		
3 .	108224	BACK FLOW PREVENTER REBUILD KIT		
4 .	103613	CLOSET SPONGE GASKET 3/4"		
5 .	108325	COVER RELIEF VALVE INSIDE		
6 .	100639	DEGREASER CITRUS ODOR CONTROL		
7 .	100549	DIAPHRAM KIT 107 C		
8 .	100548	DIAPHRAM KIT 107 U		
9 .	104801	DRAIN BUSTER VINYL 3X6		
10 .	108303	DRAIN CLEANER ENZYME		
11 .	100626	DRAIN OPENER ACID LIQ		
12 .	102018	DRAIN OPENER GRAN 2 LB		
13 .	100331	DRAIN OPENER RED HOT GRAN		
14 .	108314	DRAIN OPENER WATER BLADDER		
15 .	106917	EPOXY COMPOUND STEEL OR PLASTIC 4 OZ		
16 .	108223	FAUCET DELTA REBUILD KIT		
17 .	100542	FAUCET REPAIR KIT		
18 .	100545	FAUCET REPAIR KIT (DELTA)		
19 .	103404	FAUCET RESEATER KIT		
20 .	109820	FILTER WATER PUR TYPE		
21 .	104402	FLOW CONTROL REBUILD KIT W/C		
22 .	100707	FLUSH BAGS 6"		
23 .	106105	FLUSH VALVE REPAIR KIT		
24 .	109342	FLUSHOMETER KIT SLOAN # 952		
25 .	101286	FLUSHOMETER KIT TOILET SLOAN 110 YB		
26 .	106713	FLUSHOMETER KIT URINAL SLOAN 186 (3/4)		
27 .	109882	FLUSHTROL CARTRIDGE (ZURN)		
28 .	109883	FLUSHTROL HANDLE KIT (ZURN)		
29 .	104809	FLUX H2O 4 OZ		
30 .	102363	GAS MAPP CYLINDER DISPOSIBLE		
31 .	100847	GAS PROPANE CYLINDER DISPOSEABLE		
32 .	103600	HAND WIPES SANITIZER		
33 .	104222	HANDLE REPAIR KIT		
34 .	100165	HYDRANT REBUILD KIT		
35 .	109815	LEAK/FLOW DETECTION (SEWER DIE)		
36 .	107115	OIL DARK CUTTING		

No	Inventory Code	Inventory Name	Unit *	Unit Rate
37 .	104807	OIL PENETRANT AEROSOL		
38 .	101109	O-RING ASSORTMENT KIT 1-3/8 - 1-3		
39 .	104841	PUTTY PLASTIC /STEEL		
40 .	104382	REBUILD KIT FOR FLO CONTROL VALVE		
41 .	101125	RECTOR SEAL		

Bid Schedule for Plumbing Supplies

Attachment.1

Group F

No	Inventory Code	Inventory Name	Unit *	Unit Rate
42 .	106365	REPAIR KIT - HYDRANT		
43 .	102373	REPAIR KIT A-36-A CLOSET SLOAN		
44 .	106106	REPAIR KIT A-37-A URINAL SLOAN		
45 .	109337	REPAIR KIT A-38-A CLOSET SLOAN		
46 .	109469	REPAIR KIT EBV-10-A-1.6		
47 .	101102	REPAIR KIT FOR VACUUM BREAKER SLOAN V-551-A		
48 .	106961	REPAIR KIT FOR VALVE PRESSURE REDUCING 2"		
49 .	109203	SADDLE VALVE KIT 1/2" OR 3/4"		
50 .	100982	SEAL KIT		
51 .	100700	SEWER FLUSH BAGS 3"		
52 .	100699	SEWER FLUSH BAGS 4"		
53 .	104881	SEWER TAPE		
54 .	108106	SHOWER REPAIR KIT SYMMONS		
55 .	101135	SLOAN FLUSH VALVE KIT SL-2		
56 .	101330	SLOAN HANDLE RENEW KIT		
57 .	101098	SLOAN MOLDED DISC A-15-A		
58 .	109464	SLOAN QUICK-CLOZ CART		
59 .	109463	SLOAN ROYAL REPAIR KIT		
60 .	101100	SLOAN VALVE HANDLE KIT B-50-A		
61 .	101152	SOLDER 95-5 1 LB ROLL		
62 .	107511	SOLDER SILVER STICK		
63 .	101142	SOLDERING FLUX		
64 .	101167	STOP REPAIR KIT SCR DRV 1" SLOAN		
65 .	100429	TAPE (CEILING COMPOUND)		
66 .	108269	TOILET HANDLE REPAIR KIT (ZURN)		
67 .	105882	TUBE AND BUBBLER CHROME KIT		
68 .	109205	TUBING KIT FOR AUTO DISPENSER		
69 .	105542	ULTRA BRIGHT LIQUID (POOL CLEANER)		
70 .	101096	VACUUM BREAKER SLOAN V-500-A		
71 .	104214	VALVE KIT CENTRAL FLO		

72 .	101093	WASHER FAUCET FLAT ASSORTED		
73 .	106138	WATER COOLER REPAIR KIT		
74 .	105231	WATER COOLER REPAIR KIT (SUPPLY LINE &		
75 .	104936	WATER FILTER		
76 .	108233	WATER FILTER (814) CARTRIDGE		
77 .	104404	WATER FILTER (815)		
78 .	105345	WATER FILTER (GACI)		
79 .	106876	WATER FILTER CARBON CALGON NP24C		
80 .	103534	WATER FILTER CARTRIDGE (W5CPHD)OR(AP810)		
81 .	106904	WATER FILTER CARTRIDGE AP110 DIRT & RUST		
82 .	105396	WATER FILTER ICE MAKER (3301)		

Bid Schedule for Plumbing Supplies Attachment.1 Group F

No	Inventory Code	Inventory Name	Unit *	Unit Rate
83 .	102477	WATER FILTER SGL STAGE (FXUTC)		
84 .	103667	WATER PUMP KIT		

Total Quoted Price for Group F: _____

** - Vendor must clearly identify unit of measure for each line item. Bids that do not state the unit of measure will be considered 'non-responsive'.*

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

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

(Signed) _____

Title

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

Title

My commission expires _____

(Date)

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

State of _____)
)ss.

County of _____)
_____, being first duly sworn, deposes and says that:

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

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____ 200 ____.

Title

My commission expires _____

(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

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

Company:

Signature:

Name:

Title: _____ Date:

(CORPORATE SEAL)

FULTON COUNTY BIDDING GENERAL REQUIREMENTS

NOTICE TO ALL BIDDERS (FORM 99)

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

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

PENALTY.

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

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

ENGAGED IN THE SALE OR DISTRIBUTION OF THE TYPE OF GOODS, MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN ADDITION, ALL BIDDERS ARE REQUIRED TO PROVIDE FULTON COUNTY WITH THREE(3) WRITTEN REFERENCES DOCUMENTING THE SUCCESSFUL COMPLETION OF BIDS OR CONTRACTS FOR THE TYPES OF ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN INSTANCES WHERE A BIDDER HAS NEVER SUPPLIED SUCH GOODS, MATERIAL, EQUIPMENT, OR SERVICES BEFORE, THE BIDDER MUST SUBMIT WITH THE BID RESPONSE A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE BIDDER AS A RESPONSIBLE BIDDER, CAPABLE OF MEETING THE BID REQUIREMENTS SHOULD AN AWARD BE MADE. NO EXCEPTIONS TO THIS PROVISION WILL BE MADE UNLESS AUTHORIZED IN THE BID SPECIFICATIONS.

26. BIDDERS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR BID PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNTY MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY BIDDER IF EVIDENCE FAILS TO INDICATE THAT THE BIDDER IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.
27. ALL BIDDERS MUST COMPLY WITH ALL FULTON COUNTY PURCHASING LAWS, POLICIES, AND PROCEDURES, AND NONDISCRIMINATION IN CONTRACTING AND PROCUREMENT ORDINANCE, AND RELEVANT STATE AND FEDERAL LAWS INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH EEOC HIRING GUIDELINES AND REQUIREMENTS UNDER THE AMERICANS WITH DISABILITIES ACT. SUCCESSFUL BIDDER MUST OBTAIN ALL PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED AND FURNISH ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, TOOLS, SUPERVISION, AND INCIDENTALS NECESSARY TO ACCOMPLISH THE WORK IN THESE SPECIFICATIONS.
28. A SUCCESSFUL BIDDER WHO IS UNABLE OR UNWILLING TO ENTER INTO A CONTRACT WITH FULTON COUNTY SUBSEQUENT TO BEING GRANTED AN AWARD, OR WHO FAILS TO PERFORM IN ACCORDANCE WITH THE BID SPECIFICATIONS WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. SUCCESSFUL BIDDERS CONTRACT DIRECTLY WITH FULTON COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A BIDDER BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
30. IN CASE OF DEFAULT BY THE SUCCESSFUL BIDDER, FULTON COUNTY MAY PROCURE THE ARTICLES FOR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL BIDDER RESPONSIBLE FOR ANY RESULTING EXCESS COST.
31. THE COUNTY MAY AWARD ANY BID IN WHOLE OR IN PART TO ONE OR MORE VENDORS OR REJECT ALL BIDS AND/OR WAIVE ANY TECHNICALITIES IF IT IS IN THE BEST INTERESTS OF THE COUNTY TO DO SO. IN THE EVENT THAT ALL BIDS ARE NOT REJECTED, BIDS FOR ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES WILL BE AWARDED TO THE LOWEST "RESPONSIBLE" BIDDER(S) AS DETERMINED BY FULTON COUNTY. SUBMITTING THE LOWEST BID, AS PUBLISHED

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

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

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

CERTIFICATION REGARDING DEBARMENT

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

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDED 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.

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder _____ Subcontractor

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

PRIME BIDDER: _____

ITB/RFP NUMBER: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

(6) EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Total Percentage Value: (%)

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

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number _____

Project Name _____

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

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

(Prime Bidder)

Signature _____

Title _____

Date _____

(Subcontractor)

Signature _____

Title _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

In making this declaration, the bidder states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT 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 JOINT VENTURE (If applicable): _____

PRINCIPAL OFFICE ADDRESS: _____

CITY/STATE/ZIP: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

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

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

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

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

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

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

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

FOR: _____
 (Company)

Date: _____

 (Signature of Affiant)

 (Printed Name)

_____ (Company)

Date: _____

 (Signature of Affiant)

 (Printed Name)

_____ (Company)

Date: _____

 (Signature of Affiant)

 (Printed Name)

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

State of _____:

County of _____:

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

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

Notary Public

(Notary Seal)

Signature

Commission Expires

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

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)