



**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  
# 05ITB43833YC**

**Ballot Cards  
By the  
Registration and Elections Department  
Bid Due: 11:00 a.m., June1, 2005**

**130 Peachtree St. S.W. Suite 1168 Atlanta, Georgia 30303**

**CONTACT: Al Micah Phillips, Purchasing Dept. at 404-730-4214  
e-mail: [almicah.phillips@co.fulton.ga.us](mailto:almicah.phillips@co.fulton.ga.us)**

NOTE TO VENDOR:

PLEASE RESPOND TO THE ATTACHED BID. EVEN IF YOUR COMPANY'S RESPONSE IS A "NO-BID".

COMPLETION OF THIS FORM IS NOT REQUIRED. IT IS OPTIONAL. WE ARE VERY INTERESTED IN ENSURING THAT OUR BIDS ARE NON-RESTRICTIVE AND THAT NO BIDDER IS ELIMINATED ARBITRARILY. IT IS THE COUNTY'S INTENT TO ABOLISH ANY AND ALL BARRIERS TO ITS' PROCUREMENT PROCESS WHICH PREVENTS INTERESTED AND QUALIFIED BIDDERS FROM PARTICIPATING.

SHOULD YOU RESPOND WITH A "NON-BID", PLEASE EXPLAIN WHY.

EXAMPLES ARE:

(1) OUR COMPANY CANNOT MEET THESE SPECIFICATIONS BECAUSE YOU REQUIRE:

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(2) OUR COMPANY CAN NOT COMPETITIVELY BID ON THIS PRODUCT OR SERVICE BECAUSE:

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(3) OTHER:

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YOUR RESPONSE WILL BE GIVEN CAREFUL CONSIDERATION AND INCLUDED IN THE BID FILE WITH OTHER VENDOR COMMENTS. IF IT APPEARS, FROM THE FEEDBACK RECEIVED, THAT THE SPECIFICATIONS ARE RESTRICTIVE. YOUR INPUT WILL HELP THE COUNTY MAKE THE NECESSARY CHANGES SO THAT A GREATER NUMBER OF INTERESTED BIDDERS ARE INCLUDED, YOUR INPUT IS NEEDED, IT WILL MAKE A DIFFERENCE!

**A. GENERAL REQUIREMENTS**

1. Must be certified vendor by the State of Georgia for printing optical scan ballot cards for use with the Accu-Vote ES-2000 Ballot processing unit. Ballot printing is highly technical and this specification must be met in order for ballots to be correctly tabulated.
2. Must be able to print ballots directly from Postscript® files provided on electronically or on diskette. This is the medium used for the transmission of ballot layout and design.
3. Devote the time and personnel resources necessary to provide ballots by delivery deadlines specified by Fulton County at the time each ballot order is placed. The Ballot Layout will be prepared by Kennesaw State University Elections Center or Fulton County. Once the print files are provided to the printer, proofs of ballots must be provided to Fulton County within forty-eight (48) hours of receipt of the print file.
4. Base all computation of time required to print ballots on calendar days, not work days, to ensure that ballots are provided on schedule.
5. Supplier must have an Accu-Vote ES-2000 Ballot processing Unit on site for the purpose of testing ballots during the printing process to ensure quality control of the printed ballots, correct placement of timing marks and accurate tabulation by the Accu-Vote ES-2000 Ballot Processing unit.
6. Print ballots at the location of their printing facility. There can be no subcontracting of job to other printers.
7. Provide security for printed ballots, print files and all documentation or items connected to the printing of the ballots to ensure the integrity and security of the ballot is maintained.
8. Include in price quote all costs associated with reprinting of ballots and printing of additional ballots.
9. Include in price quote all costs associated with printing ballots for 11 inch, 14 inch and 18 inches in length.

**B. 2005 ELECTION SCHEDULE**

<b>June 21, 2005</b>	<b>Special Election (if necessary)</b>
<b>September 20, 2005</b>	<b>Special Election (if necessary)</b>
<b>November 8, 2005</b>	<b>General Election</b>
<b>November 29, 2005</b>	<b>General Election Runoff, (if necessary)</b>

### C. PRINTING SPECIFICATIONS

1. The ballot layout will be created by Kennesaw State University Elections Center or Fulton County using the Global Election Management System (GEMS) software or other Global Election System software which generates the Postscript Level 2 language file necessary for ballot printing.
2. All ballots to be printed on 90-lb bond or index.
3. Ballots will be printed on the front and the back as necessary.
4. Ballots including ovals are to be printed in black ink. The black ink used to print the critical data elements such as the timing marks, diagnostic marks, ballot ID marks, and the ballot ovals shall have a maximum reflectance of 5% at 620 nanometer wavelength (an ink normally containing a significant amount of black carbon in its formula). **NOTE:** Reflectance measurements are referenced at 100% absolute white - not paper white.
5. The ballots shall be printed on White Paper, with Black Ovals.

#### BALLOT CHARACTERISTICS

1. Ballot Size shall be 8½” x 11” or larger (will be specified at time of a scheduled election). This size is the actual size of the ballot minus the ballot stub. The ballot stub is described in No. 2, below.

#### Actual dimensions and tolerances:

<b>WIDTH</b>	<i>8.500 in. + 0.030 in. - 0.020 in.</i>
<b>THICKNESS (CALIPER)</b>	<i>0.0070 in. to 0.0090 in. ± 0.0005 in.</i>

**NOTE:** Thickness dimension is in ten thousandths of an inch,  
**NOT** one thousandths of an inch.

2. Ballot Stubs  
The ballot stub is not part of the file structure and must be attached to the ballot by the printer. The wording for the ballot stub is per Attachment A. The ballot stub generally adds 2” to 2½” to the length of the ballot and is to be attached to the top of the ballot.
3. Ballot Cutting  
The cutting of the ballots must be kept within the printed “cut tolerance marks” as shown on Figure 1. These marks are 0.030 in. (approximately 1/32 in.) wide by 0.125 in. (1/8 in.) long. They specify the four (4) corners of the ballot **on both sides**. When the ballot is cut to its proper size, a small portion of these marks (approximately 0.010 in.) **MUST** still be present on all four (4) corners of the ballot’s edges on **both sides of the ballot**. Accurate front to back registration of the printed image will improve the supplier’s ability to meet the ballot cutting specifications.

4. Ballot Curl

The curl of the ballot shall be measured from a flat reference surface. The maximum allowable curl of the ballot measured from the flat surface to the most protruding point of the curl on the ballot is **0.050 in.** This dimension applies to the ballot in both face up and face down orientations.

5. Additional Requirements: Additional Printing Specifications along with the quantity will be submitted at time of election.

6. Restricted zones and critical marks

For each ballot, all of the restricted zones in the ballot layout must be of the same uniform color and density. The background color for the restricted zones must be selected from the PANTONE® PMS colors specified. In the restricted zones, only one of the available colors can be used per ballot. Outside of the restricted zones, any color or watermark pattern specified by Fulton County may be used.

- a. **Calibration Zones:** The calibration zones are the areas on the top and bottom of both sides of the ballot. **TEXT & WATERMARK** - No text or watermarks may be printed in any of the four (4) zones. **BACKGROUND COLOR** - The calibration zones must be of uniform color and density. **MARKS** - No black ink is to be used in any of the calibration zones. No marks, text or smudges can exist in the calibration zones except for portions of the cut tolerance marks. There are four (4) calibration zones. **Each calibration zone is defined as the following area:**

**[0.260 in. from cut edge of ballot] by [full width of ballot (8½”)]**

- b. **Timing Mark Zones:** The timing marks are the black rectangular marks (0.191 in. width by 0.063 in. height) that run along both sides of the ballot, front and back. This equates to four (4) zones. The timing marks are spaced apart 0.250 in. from their centers. Each timing mark zone is defined as the following area:

**[full length of ballot (11”, 14” or 18”) minus calibration zones] by [0.125 in. from center of each timing mark column to either side of timing mark column]**

**TEXT & WATERMARK** - No text or watermark patterns can be printed in any of these four (4) zones. **BACKGROUND COLOR** - The timing mark zones must be uniform in the background color and density. **MARKS** - Black ink is to be used to print the timing marks. No marks, text or smudges can exist between the individual timing marks, or above and below each timing mark column.

- c. **ID Mark Zones and Diagnostic Mark Zones:** The ID marks are the black rectangular marks (0.191 in. width by 0.063 in. height) that run across the bottom of the ballot, front and back. The presence or absence of ID marks

is different for each card number. The **diagnostic marks** are the black rectangular marks (0.191 in. width by 0.063 in. height) that run across the top of the ballot, front and back. The full row of diagnostic marks is always the same for every card number. This equates to four (4) zones. Each of these zones is defined as the following area:

**[Between timing mark zones on each face of the ballot] by [0.092 in. above and below the center of each row of ID marks and diagnostic marks]**

**TEXT & WATERMARK** - No text for watermark patterns can be printed in any of the four (4) zones. **BACKGROUND COLOR** - The ID mark and diagnostic mark zones must be uniform in the background color and density. **MARKS** - Black ink is to be used to create the ID marks and diagnostic marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, text or smudges can exist in between the individual ID marks or in the 0.060 in. margin above and below each ID mark row and diagnostic mark row.

- d. **Voting Position Zones:** The voting position ovals are the marks that outline the data area to be filled in by the voter. Although the voting positions usually follow a column, each voting position can be considered a zone defined by the following area:

**[0.125 in. to either side of center of each oval] by [0.100 in. above and below center of each oval]**

**TEXT & WATERMARK** - No text or watermark patterns can be printed in any of the voting position zones. **BACKGROUND COLOR** - The voting position zones must be uniform in the background color and density. **MARKS** - Any visible color (with sufficient contrast relative to the background color), including black ink, can be used to create the voting position ovals. The oval's line thickness cannot exceed 0.002 in. The printed ovals are to have sharp edged boundaries and are to be of uniform density. No marks (other than the oval line), text or smudges can exist inside each voting position zone.

7. Non-Restricted Zones

Any area(s) **NOT** listed or described as a restricted zone under #6 above, are considered a non.restricted zone. The background of these non.restricted zones can be of any color or halftone. However, Fulton County will specify the color. Any type of text, marks, and/or watermark patterns may be placed in these zones.

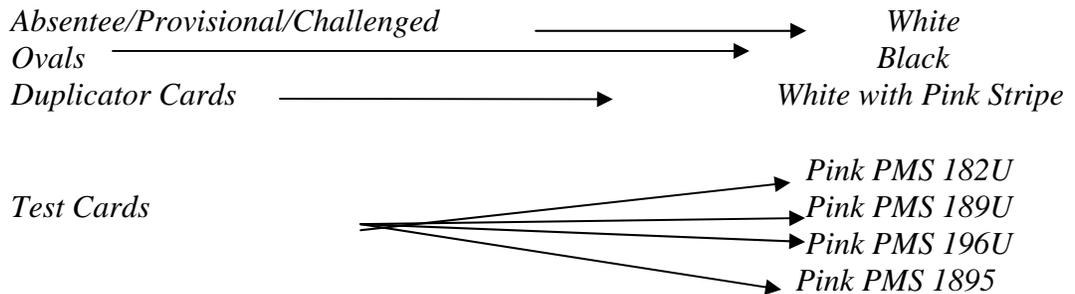
8. Ballot Identification Text

The precinct number, card number (if indicated), and serial numbers are to be printed on the ballot stub for the provisional and absentee ballots according to the precinct. The precinct number and card number only are to be printed on the provisional and absentee ballots. **Note:** Precinct numbers begin with AP01A and end with UC04.

Ballot identification text shall be placed below the ID marks on the front and back of the ballot and must be positioned as shown on the illustration provided. The bottom of the text must not penetrate the calibration zone and the top of the text must be no closer than 0.060 in. to the ID marks. The height of the text must be no greater than 0.100 in. (typically an 8 point font). The text must be printed in black ink, unless specified otherwise. Fulton County will confirm the color.

9. General Text  
General text (e.g. headers, footers, candidates and race names) is to be printed in black ink in any font size as long as the text does not penetrate the critical zones previously described.
10. Printed Image Registration  
The front to back printed image registration will be within tolerances as long as the specifications for the ballot cutting (cut tolerance marks) have been met.
11. Color Matching Tolerances  
In the restricted zones, the color selection must be printed within a tolerance match  $4\Delta e$ . The supplier is to use a reflective densitometer to check the color and periodically through the production run, samples are to be checked against the standard PMS color swatch.
12. Background colors  
The allowable background colors are defined by the PANTONE® Color Management System (PMS). The color selections listed are taken from PANTONE® Color Selector 1000/Uncoated. Only those colors listed may be used in the process of ballot printing and are the background colors for the various types of ballots. The number or name listed to the left of each color is the PMS color specification. The color names to the right of each PANTONE® listing is an interpreted description of the PANTONE® color swatches under fluorescent lighting (D50 illuminant). The supplier must provide samples of paper in PMS colors specified prior to the printing of ballots. Samples provided by supplier are to be identified by PMS color.

**Fulton County has approved the following colors for use in ballot printing. All other colors must be pre-approved by Fulton County:**



13. Folding and Ballot Scoring

All ballots are to be scored for folding. The scores are to be placed to accommodate the official absentee ballot envelope which measures 6” x 11 1/2”. Scoring for folding ballots must occur **between** the timing marks. Scoring cannot occur anywhere on the timing marks. The scoring must align with the equal and opposite sides of the ballot. Example:

If the score starts between the 10<sup>th</sup> and 11<sup>th</sup> timing mark on the left side of the ballot, then it must end between the 10<sup>th</sup> and 11<sup>th</sup> timing mark on the right side of the ballot. Accurate printed image registration and ballot cutting will improve supplier’s ability to meet the specification for ballot scoring. Ballots may **NOT be printed on “pre-scored” ballot stock.**

14. Perforation

All ballots are to be perforated in one (1) location. The placement of the perforation will be submitted with the official ballot order.

**D. PACKAGING AND DELIVERY LOCATION AND INSTRUCTIONS**

1. Ballot Packaging

**Provisional/Challenged Ballots (Precinct Ballots):** The Provisional Ballots are to be shrink-wrapped and boxed by precinct. No more than 500 ballots per box, in boxes suitable for distribution of ballots to precincts. The boxes should be of uniform size and as closely configured to the length, width and depth of the 500 ballots as possible. The type and date of the election, precinct number, and number of boxes (i.e., 1 of 10, 2 of 10, 3 of 10, etc.) is to be indicated on the outside of each box.. All boxes of ballots, as boxed for distribution to the precinct, should be packed in the same container. However, nothing shall preclude more than one precinct from being packed in a container for shipping purposes.

2. **Absentee Ballots:** The Absentee Ballots are to be shrink-wrapped and boxed by Card Number. No more than 1000 ballots per box, in boxes suitable for distribution. The boxes should be of uniform size and as closely configured to the length, width and depth of the 1000 ballots as possible. The type and date of the election, card number, and number of boxes (i.e., 1 of 10, 2 of 10, 3 of 10, etc.) is to be indicated on the outside of each box. All boxes of ballots, as boxed for distribution by card number, should be packed in the same container. However, nothing shall preclude more than one type card number from being packed in a container for shipping purposes.

3. Point of destination delivery is required with inside delivery to:

Fulton County Elections Warehouse  
736 Cleveland Avenue  
Atlanta, Georgia 30315

Point of Contact: Ira Turnipseed, Ph. (404) 730-6280

**NOTE:** All deliveries must be between the hours of 8 a.m. and 4 p.m.

**E. BALLOT SIZE, COLOR AND QUANTITIES SPECIFIC TO EACH ELECTION**

1. The Ballot Size and Color will be determined at the time of an election and page 9 of this document includes an estimate of the quantity of ballots that will be needed for year 2005. Include in price quote the cost for printing 11, 14 and 18 inch ballots in length.

In addition to the printing specification and requirements for printing the ballots, the following specifications are required:

**BALLOTS ARE TO BE PRINTED AS FOLLOWS:**

1. All ballots are to be printed with Black Ovals.
2. All Test Ballots are to be printed on Pink Background, specifically Pantone® PMS 182U.
3. The Provisional/Challenged (Precinct Ballots) shall be printed by precinct and serially numbered on the stub beginning with the number 0001 for each precinct (i.e., for Precinct AP01A, 0001 – 0600 , for a total of 600 ballots for Precinct AP01A.
4. The Absentee Ballots shall be printed by card number and serially numbered on the stub beginning with the number 0001 for each card type (i.e., for Card Number 1, 0001 – 0500, for a total of 500 ballots for Card Number 1.
5. The duplicate ballots will be printed according to card number on White Background with a pink stripe. NOTE: Duplicate Ballots are **NOT** to be serially numbered.
6. The Precinct Number and/or Card Number shall appear in two places on each ballot. Currently Fulton County has a total of 336 Voting Precincts.
7. The Absentee/Provisional/Challenged Ballot Stub shall be scored to facilitate folding. The score lines must be between the timing marks and must align with the equal and opposite side of the ballot.
8. The Absentee Ballots shall be stitched in pads of twenty-five (25). Stitching must be accomplished on the stub by stapling ballots together with 1 staple off center – 1.5 inches from left.
9. Duplicate Ballots are **NOT** to be stitched. However, the duplicate ballots shall be shrink-wrapped by Card Number.
10. The Provisional/Challenged Ballots (Precinct Ballots) shall be boxed together by Precinct Number. The Precinct Number and the number of boxes per precinct shall be clearly indicated on the front of each box (e.g. 1 of 10, 2 of 10, 3 of 10, etc.).

11. Absentee Ballots shall be boxed by Card number with each box clearly labeled with the Card Number on the front and no more than 1000 ballots per box.
12. A minimum of 50 additional **Test Ballots** of each type and card (without serial numbers) must be provided by the supplier at no cost to Fulton County for use in logic and accuracy testing. Test ballots must be a sample of each run of the press, on the same type paper, and identical in every way to the “real” ballots except non serial numbers and no stitching. Test ballots must be boxed separately from regular ballots and clearly labeled “TEST.”
13. A **PROOFING COPY** must be returned before printing of the entire order. The proof must receive sign-off by the Director, Elections Chief, or Registration Chief. Please submit proof to: Cynthia Welch, Elections Chief, (404) 730-7020, Fax#: (404) 730-7024, e-mail: [Cynthia.Welch@co.fulton.ga.us](mailto:Cynthia.Welch@co.fulton.ga.us).

Listed below are the estimated quantities of ballots needed for the 2005 year. Note: Actual quantity and size will be provided at time of a scheduled election..

<b>COST FOR 4 ELECTIONS TO BE CONDUCTED IN 2005</b>		
<b><i>All Ballots to have a Black Oval</i></b>		
<b><i>QUANTITY</i></b>	<b><i>TYPE BALLOTS</i></b>	<b><i>COLOR/SIZE</i></b>
342,000	Absentee Ballots	To be determined at time of a scheduled election
85,000	Precinct Ballots	
10,000	Duplicate Ballots	White with Pink Stripe
5,000	Test Ballots	Pink
442,500	<b><i>TOTAL</i></b>	

**PLEASE INCLUDE SHIPPING COST WITH THIS BID.**



**Vendor shall submit an original and three (2) copies of bid package.**

The last day of inquiries will be May23, 2005. Only communications that are in writing and signed will be recognized by the County. All inquiries must include name of the proposal and the proposal RFP number. The County shall not be responsible for oral interpretations given by any County employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given.

Any award made as a result of this bid shall be for the calendar year 2005, effective from the date of award, through, Twelve (12) consecutive months.

Fulton county reserves the right to renew this contract for (2) additional (24) month period (2007). Bid award will be made to the lowest responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, the suitability to requirements, delivery terms, conditions and any guarantee clauses shall be taken into consideration.

The bidder shall list any variation from, or exceptions to the conditions and specifications of this quote at the end of the specifications.

Bidder agrees to honor price(s) quoted for ninety (90) days from bid opening date.

Bidder shall provide the following information:

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

Contact Person: \_\_\_\_\_

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

\_\_\_\_\_

A/C & Telephone No.: \_\_\_\_\_

The successful bidder agrees to comply with all specifications, terms and conditions indicated within this document.

Bidder acknowledges that it has read, understands, and agrees to comply with the above statements and that the signature below is that of an individual authorized to sign contract on behalf of the bidding company.

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_ 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 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 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 CONSISTENTMEMBERS, 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)

“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
<b>Male/Female</b>												
<b>Mgmt/Official</b>												
<b>Professional (Arch., P.E., etc.)</b>												
<b>Supervisors</b>												
<b>Office/Sales Clerical</b>												
<b>Craftsmen</b>												
<b>Laborers</b>												
<b>Others (Specify)</b>												
<b>TOTALS</b>												

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

---

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

---

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

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

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

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

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

**Total Percentage Value: (%)**

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

Signature/Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

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

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

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



**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

\_\_\_\_\_ hereby declares that it is my/our  
intent to \_\_\_\_\_ (Bidder)  
perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

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

In making this declaration, the bidder states the following:

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

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

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

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

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

1. Firms:

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

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

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

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

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

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

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

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

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

<u>Name</u>	<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)

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

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

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

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

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

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

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

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

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

(Notary Seal)

\_\_\_\_\_  
Signature

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

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

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

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

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
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	Starting Date	Contract Period Ending Date
TOTALS						

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

(Printed Name)

\_\_\_\_\_

(Signature)

