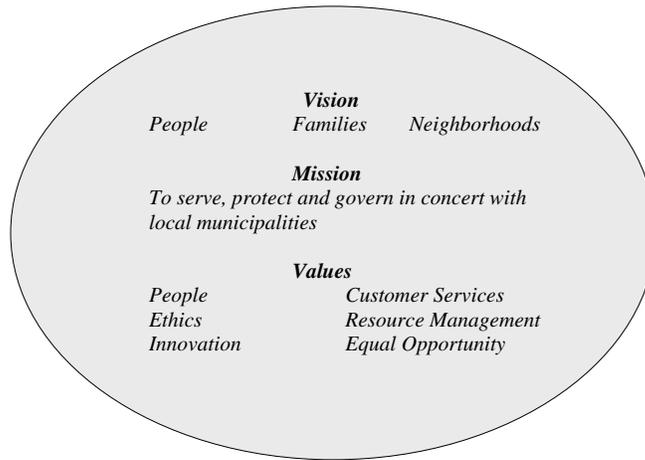




# FULTON COUNTY



**DEPARTMENT OF PURCHASING  
AND  
CONTRACT COMPLIANCE  
INVITATION FOR BID NO. 06ITBVEHICLES07K-NH**

**County Wide Vehicle Bid for 2007 Models  
For  
General Services Department**

**BID DUE DATE AND TIME:** November 6, 2006 at 11:00 A.M.  
**PURCHASING CONTACT:** Nancy Harrison, Assistant Purchasing Agent  
**E-MAIL:** [nancy.harrison@co.fulton.ga.us](mailto:nancy.harrison@co.fulton.ga.us)

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

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**INVITATION TO BID  
06ITBVEHICLES07K-NH  
COUNTY WIDE VEHICLE BID 2007 MODELS**

**Purpose:**

Fulton County Purchasing Department is soliciting bids from qualified bidders to furnish all materials; equipment, transportation, and labor necessary to provide 2007 model-year vehicles for County wide use for the General Services Department.

**Description of Project:**

To provide 2007 model-year vehicles for County wide use on an as requested basis for various types and sizes of automobiles, station wagons, vans, pick-up trucks and utility vehicles.

**Purchasing the Bid Document:**

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

**Term of Contract:**

The term of the contract shall be for one (1) year or one (1) model year.

**No Contact Provision**

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

**Bid Contact**

Information regarding the bid, either procedural or technical, may be obtained by contacting Nancy Harrison, Assistant Purchasing Agent, [nancy.harrison@co.fulton.ga.us](mailto:nancy.harrison@co.fulton.ga.us), at (404) 730-4201 Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department  
Attn: Nancy Harrison, Assistant Purchasing Agent  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Phone: (404) 730-4201  
Fax: (404) 893-1744

**Reference Bid # 06ITBVEHICLES07K-NH County Wide Vehicle Bid 2007 Models****Basis of Award**

The Contract, if awarded, will be awarded to multiple vendors who are the lowest responsive and responsible bidders. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended.

Fulton County intends to award a contract to the lowest responsive and responsive bidder for each vehicle model type. Failure to submit a bid price for any vehicle model will deem your bid "non-responsive" for that particular vehicle model.

Any award made as a result of this bid will be from the date purchase order is issued and continue to the end of that vehicle model year. Fulton County reserves the right to award this bid in whole or in part to one (1) or several bidders and the right to cancel any award made at any time with thirty (30) day notice.

The bidder shall list on a separate sheet of paper any variation from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions" and shall be attached to said bid.

The successful bidder will comply with all lawful agreement, if any, which the said successful bidder has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

**SECTION 1****INSTRUCTIONS TO BIDDERS****A. Contract Documents**

The Contract Documents include the Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents. The Contract Documents shall define and describe the complete work to which they relate.

- B. Definitions:** Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

**Addenda** - the plural of addendum.

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

**Advertisement** - public notice inviting bids or proposals on a specified project. Public Works Construction projects shall be published for four (4) consecutive weeks. All other projects shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website at [www.co.fulton.ga.us](http://www.co.fulton.ga.us) under "Bid Opportunities".

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

**Annual contract** - any contract entered into for a specified period, with a contractor or a vendor, to provide the upon request with a specified product or service at a predetermined price/rate.

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

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

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

**Bid bond** - a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into a contract within a specified time and maintain

the bid prices submitted with his/her original bids and furnish any required payment and/or performance bonds.

**Bid guaranty** - a certified check, bid bond, cashier's check, for a sum of money deposited with the County by a bidder to guarantee that the bidder will enter into a contract within a specified time and maintain the bid prices submitted with his/her bid and furnish any required payment and/or performance bonds.

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

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

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

**CA** – Contract Administrator

**Change order** – means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.

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

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

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

**Countywide contract** - a contract for a specified service(s) executed for use by any agency within the County.

**Construction** - the process of building, altering, repairing, remodeling, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine maintenance of existing structures, buildings or real property.

**Contract** - all types of agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, and for the transfers of interest in real property.

**Contract documents** - the various parts of the contract including, but not limited to the contract agreement, the bid form, the payment and performance bond, any required insurance certificates, general and specific conditions and the specifications of the project.

**Contract file** - the grouping of all written determinations and other records pertaining to the solicitation, award or performance of a contract or purchase order in a designated file maintained by the County by the Purchasing Agent.

**Contract modification** - any written alteration in the terms of the contract including, but not limited to, the scope, manner of performance, specifications, delivery point, time and rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

**Contract sum** - the amount bid as adjusted by all contract modifications.

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

**Days** - "Days" shall mean calendar days.

**Daily** – Required each day the facility is opened to the public. If required more than one time per day, indicate number of times. (e.g. "3 x Daily" or "3/Day" for three time each day)

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

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

**Encumbrance** - an obligation, chargeable to a budget appropriation, by a user department to pay for a specific procurement.

**Evaluation criteria** – factors relating to management capability, technical capability, method of meeting performance requirements, price, and other material considerations specified in the request for proposal that will be considered in determining to whom a contract will be awarded.

**Fidelity bond** – a form of insurance that secures an employer up to the amount stated in the bond for losses caused by dishonest acts of its employees.

**Final completion** - the completion of all work as required in accordance with the terms and conditions of the contract documents.

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

**Invoice** - the document provided by vendors to the County as a demand for payment of goods or services provided under the provisions of a contract awarded by the County.

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

**Materials** - any substance(s) specified for use in the performance of the contract work.

**May** - denotes permissive.

**Monthly:** The task will be performed once each month. If required more than once per month (but less frequently than every week) indicate number of times per month. (e.g. "2 x Monthly" or "2/Month" if task is to be done twice a month.

**Multi-term contracts** - a contract executed for a specific period with the option to renew for additional periods of time.

**Notice To Proceed** - a written notice to the Contractor to begin the actual contract work, stating, if applicable, the date on which the contract time begins.

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

**Offeror** – a person making an offer.

**Owner** - Fulton County Government, Georgia.

**Payment bond** - "Payment Bond" means a bond provided by a surety company authorized to do business in the state of Georgia, which guarantees to the County that all costs incurred by the Contractor relating to the performance of the contracted services (i.e., suppliers, subcontractors, etc.) shall be paid in a timely manner and fully satisfied at the completion of the contracted work.

**Performance bond** - "Performance Bond" means a bond provided by a surety company authorized to do business in the state of Georgia, which guarantees to the County that the services contracted for will be performed in accordance with the terms and conditions specified in the contract document.

**Pre-bid or pre-proposal conference** – a meeting scheduled prior to the opening of bids/proposals at which attendance by potential bidders/offerors may be optional or mandatory, to clarify the solicitation and respond to prospective bidder/offeror inquiries.

**Pre-qualifications** - required standards imposed in the best interest of the County as a condition of bidding, which must be met by an interested bidder in order to qualify to respond to an invitation for bids or a request for proposal.

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

**Professional and consultant services** - those services within the scope of the practices of architecture, professional engineering, planning, landscape architecture, land surveying, the medical arts, management analysis, accounting or auditing, law, psychology or any other similar kind or type of professional practice.

**Public works construction** – means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property.

**Proposer** - one who submits a proposal.

**Proposal** - solicited submission of information from a prospective contractor which states how that offeror intends to perform certain work, its technical and business

qualifications, it's proposed delivery, warranty, other terms and conditions as those might differ from or supplement the County's solicitation requirements, and any other information requested by the County's solicitation. May also include such pricing information as may be required.

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

**Quarterly** - The task will be performed once during every three-month period.

**Quotation** - a bid of less than \$49,999.99 which can be solicited through the small purchases procedure.

**Request for Proposal** - all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

**Requisition** - a document utilized by a using agency to request that a purchase order or contract be entered into for a specific need.

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

**Responsive bidder or responsive offeror** - means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

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

**Scope of project** – means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.

**Service contract** - a contract awarded for a type of service other than construction, professional or consultant service, such as janitorial, plumbing, security guard services, etc.

**Service** - the furnishings of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or collective bargaining agreements.

**Shall** - denotes imperative.

**Sole Source** – means those procurements made pursuant to a written determination by the governing authority that there is only one source for the required supply, service, or construction item.

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

**Specifications** – means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any

requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

**Subcontractor** – any person undertaking part of the work of a contract under the control of the principal contractor.

**Substantial completion** - the date when construction is sufficiently complete, in accordance with the contract documents, so the County can occupy or utilize the work or designated portion thereof for the use for which it is intended.

**Surety** - the corporation, partnership, or individual licensed and authorized to do business in the state of Georgia, other than the contractor, executing payment, performance or bid bonds to be furnished to the County by the contractor.

**Work** - the furnishing of all labor, materials, tools, equipment and incidentals necessary by the Contractor for completion and performance of all duties and obligations imposed by the contract documents.

- C. **Bidder's Modification and Withdrawal of Bids:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
- D. **Addenda and Interpretations:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Nancy Harrison, Assistant Purchasing Agent no later than 2:00 PM **October 24, 2006**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Nancy Harrison, Assistant Purchasing Agent  
Department of Purchasing and Contract Compliance  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 893-1744  
[nancy.harrison@co.fulton.ga.us](mailto:nancy.harrison@co.fulton.ga.us)

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

- E. **Bid:** All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB **06ITBVEHICLES`2007K-NH County Wide Vehicle Bid 2007 Models.**

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Bid Schedule
3. Certification of Acceptance of Bid/Proposal Requirements
4. Corporate or Partnership Certificate
5. Non-Collusion Affidavit of Prime Bidder
6. Non-Collusion Affidavit of Subcontractor
7. Contract Compliance Forms, fully executed
  - a. Promise of Non-Discrimination (Exhibit A)
  - b. Employment Report (Exhibit B)
  - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
  - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
  - e. Declaration Regarding subcontractor Practices (Exhibit E)
  - f. Joint Venture Disclosure Affidavit (Exhibit F)
  - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

The original signed bid with five (5) copies shall be submitted in a sealed package, clearly marked on the outside "Bid" for the **06ITBVEHICLES07K-NH County Wide Vehicle Bid 2007 Models**

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

- F. **Right to Reject Bids:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- G. **Applicable Laws:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

- H. **Examination of Contract Documents:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
- I. **Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
- J. **Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.
- K. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- L. **Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the requirements set forth in the technical specifications.
    - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
    - b) Has suitable financial means to meet obligations of the contract.
  - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete pricing sheet without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid document.
- M. **Notice of Award of Contract:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

- N. **Joint Venture** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or are accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.
- O. **Bidder's Compliance With All Assurances And/Or Promises Made In Response To Procurement:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

**FULTON COUNTY PURCHASING DEPARTMENT****BID GENERAL REQUIREMENTS  
06ITBVEHICLES07K-NH  
COUNTY WIDE VEHICLE BID 2007 MODELS**

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

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

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

- Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.
6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. 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.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. 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.
14. 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.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality,

- local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
  17. 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.
  18. 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.
  19. 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.
  20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
  21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer 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.
  22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
  23. 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.
24. 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.
  25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
  26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
  27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
  28. 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.
  29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
  30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until sixty (60) days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
  - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
  - B. Lowest cost to the County over projected useful life.
  - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a

document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

**END OF SECTION 1 – Instructions to Bidders**

**SECTION 2**

**BID FORM**

**Bid # 06ITBVEHICLES07K-NH**

**COUNTY WIDE VEHICLE BID 2007 MODELS**

Submitted: \_\_\_\_\_

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents.

This bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_



**SECTION 3****PURCHASING FORMS & INSTRUCTIONS**

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

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

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Certification Regarding Debarment
- Form E: Corporate Certification
- Form F: Disclosure Form And Questionnaire

**NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

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

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

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

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

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

**NOTE:**

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

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

Form B

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

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

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

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

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

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

**NOTE:**

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

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

**Form C**

**FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_\_ To \_\_\_\_\_ Inclusive, Including Addendum(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 Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

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

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

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

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

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

(Corporate Seal)

**Form D****CERTIFICATION REGARDING DEBARMENT**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**DEBARMENT ORDINANCE**

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

**(a) Authority to suspend.**

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and 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 a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

Form E

CORPORATE CERTIFICATE

Corporations

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that \_\_\_\_\_, who signed said Bid on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
(SEAL) must be affixed

Partnership or other entities:

I, \_\_\_\_\_, certify that I am authorized to sign to commit \_\_\_\_\_ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

## Form F

**OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
  - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:                    YES                    NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:                    YES                    NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:                    YES                    NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                    YES                    NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Section 3-12

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**END OF SECTION NO. 3**

## SECTION 4

### CONTRACT COMPLIANCE REQUIREMENTS

#### 5.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

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

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

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

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

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

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

## 5.2 REQUIRED FORMS AND EBO PLAN:

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

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

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

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

**Exhibit G** - Prime Contractor's Subcontractor Utilization Report

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

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

\_\_\_\_\_ Title Firm Name

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

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

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

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

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

**EXHIBIT B – EMPLOYMENT REPORT**

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

**EMPLOYEES**

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

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

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

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

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

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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

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

**Prime Bidder/Proposer:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

- 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**

SUBCONTRATOR NAME: \_\_\_\_\_

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

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

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

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

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

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

SUBCONTRATOR NAME: \_\_\_\_\_

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

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

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

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

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

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

SUBCONTRATOR NAME: \_\_\_\_\_

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

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

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

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

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

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

SUBCONTRATOR NAME: \_\_\_\_\_

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

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

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

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

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

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

**\*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 Subcontractor 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 County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

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

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

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

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

**EXHIBIT D**

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

This form **must** be completed by **ALL** known 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)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

Perform 100% of the work required for \_\_\_\_\_  
**(IFB/RFP Number)**

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

In making this declaration, the bidder/proposer 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

IFB 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): \_\_\_\_\_

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

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

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: \_\_\_\_\_  
 \_\_\_\_\_
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: \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

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 ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

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

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

\_\_\_\_\_  
(Signature of Affiant)

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

\_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Signature of Affiant)

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

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

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

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

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

**EXHIBIT G – PRIME CONTRACTOR/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)

**END OF SECTION 5 - Contract Compliance Requirements**

## SECTION 6

## Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000

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

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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

**4. ELECTRONIC DATA PROCESSING LIABILITY**

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

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
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**6. PROFESSIONAL LIABILITY**

(Required if respondent providing bid/quotation for professional services).	Each Occurrence	-	\$1,000,000
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**7. FIDELITY BOND**

(Employee Dishonesty)	Each Occurrence	-	\$ 100,000
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**8. BUILDERS RISK:** *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sub-limits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

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

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

### USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

### PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

***If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.***

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SECTION 7****TECHNICAL SPECIFICATIONS  
06ITB-NH  
COUNTY WIDE VEHICLE BID 2007 MODELS****TECHNICAL REQUIREMENTS****1.0 GENERAL REQUIREMENTS FOR REQUIRED VEHICLES:****1.1 APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS -**

The following documents, standards or specifications shall apply:

**1.1.1. COMPONENTS, ASSEMBLIES AND ACCESSORIES** - The vehicles shall have all of their components, assemblies and accessories installed and shall be delivered to the County, meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations; Federal Motor Vehicle Safety Standards; Federal Motor Carrier Safety Regulations and industry specifications, standards and regulations that are in effect on the date of manufacture. NOTE: All components, assemblies and accessories shall be factory installed, unless otherwise noted.

**1.1.2. CERTIFICATION** - It shall be the bidder's responsibility to submit with the bid all the certifications required under this specification, including non-discrimination requirements as stated in Section 13.0. Failure to comply with this provision may be cause for bid rejection.

**2.2 DESIGN:** All vehicles and allied equipment shall be new and in current production. All vehicles shall be complete and include accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. The vehicles and all allied equipment shall be designed to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "Heavy-Duty" as used to describe an item shall be defined to mean in excess of the usual quantity, quality, or capacity that is normally supplied with the standard production item.

**2.3. EXTERIOR AND INTERIOR SOUND LEVEL:** Vehicle shall comply with noise emission standards for Motor Carriers engaged in Interstate Commerce.

**2.4 COOLING SYSTEM:** The cooling system shall be of the heavy-duty, pressurized, liquid forced circulation type. Systems shall consist of all necessary components of such design and capacity to maintain the engine optimum safe temperature under all operating conditions without any loss of coolant. Optimum engine temperatures shall be maintained with the vehicle loaded and continuously operating at all drivable altitudes and grades in ambient temperature ranging from minus 30 to plus 120 degrees Fahrenheit. Shall be thermostat controlled and suitable for operation with permanent type antifreeze solution. Easily accessible drain outlets shall be

provided to allow complete cooling system drainage. Coolant recovery system is to be furnished.

- 2.5 EXHAUST SYSTEM:** Exhaust systems shall be the manufacturer's heaviest duty systems available for engine furnished. Systems shall be corrosion resistant, be securely fastened and routed to protect components from hazards, and shall comply with the requirements of Federal Motor Carrier Safety Regulations.
- 2.6 CONTROLS AND OPERATING MECHANISMS:** All controls, operating mechanism and instruments shall be located for left-hand drive. Controls shall be complete and conveniently accessible to the driver. Instruments and controls shall be clearly identified as to function.
- 2.7 GLASS:** Glass shall be tinted (unless otherwise specified) and shall conform to Federal Motor Carrier Regulations 393-60.
- 2.8 HEATER AND DEFROSTER:** Vehicles shall be equipped with liquid coolant heating systems with fresh air intakes. Discharge outlets to floor and defroster louvers shall be provided. Systems shall be equipped with multi-speed blowers.
- 2.9 MATERIALS:** Materials shall be new and of quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for intended service.
- 2.10 STANDARD EQUIPMENT:** The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features" at time of bid submittal.
- 2.11 WHEELS:** Manufacturer's recommended size and capacity for the vehicle offered. Rim contours and sizes shall conform to the current recommendations of the Tire and Rim Association, Inc.
- 2.12 TIRES:** All tires furnished shall be blackwall, tubeless type with standard highway tread design. Capacity to the maximum load imposed by the evenly and fully loaded vehicle. A spare tire and wheel, factory installed, shall be furnished. All tires must conform to current recommendations of the Tire and Rim Association, Inc.
- 2.13 TOOLS:** A factory installed jack and lug wrench must be provided for each vehicle.
- 2.14 TEST AND INSPECTIONS:** It shall be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process his own facility or any recognized independent laboratory acceptable to Fulton County.

Fulton County reserves the right to perform visual test, test drive or any of the test and inspection requirements needed to further determine compliance with this specification. This shall be performed and witnessed in the presence of County Officials at no extra cost. If required, the model shall be submitted within five (5) days from the date of notification.

Failure to comply with this provision may be cause for bid rejection.

- 2.15 QUALITY AND QUANTITY CONTROL:** A system of test and inspection shall be used to ensure receipt of the quality and quantity of vehicles supplied. Vehicles will be promptly inspected and any discrepancies from purchase order or vendor invoice will be reported to the Purchasing Department immediately.
- 2.16 PROTECTION:** The vendor shall assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless Fulton County and its duly authorized agents from suits of law or actions of any nature for, or on account of the use of any patented materials, equipment devices and/or processes.
- 2.17 MARKING:** All paperwork shall be identified with the Fulton County purchase order number.
- 2.18 SHIPPING:** The vendor shall follow delivery instructions as stated on the purchase order or contract. It shall be the vendor's responsibility to determine that the vehicles arrive at the destination in an undamaged condition ready for intended use.
- 2.19 DELIVERY SCHEDULE AND LIABILITY:** It shall be the vendor's responsibility to maintain delivery schedule as stated on bid. The County must be notified of any change at least ten (10) days prior to original delivery date. The vendor shall not, for any reason, delay delivery of items necessary to the upkeep of the County.

Fulton County reserves the right to enforce a Late Delivery Penalty to a delinquent vendor in the amount of one percent (1%) for each day of delay to a maximum of five percent (5%) of the total purchase order or contract amount beginning after a ten (10) day grace period following the originally anticipated delivery date.

The Supply, Maintenance & Transportation Division of the General Services Department must be contacted for instructions before delivery of the equipment. The telephone number is 404-730-6520 or 6519.

NOTE: Fulton County will purchase only current model vehicles either certified by the EPA as meeting at a minimum Low Emission Vehicle (LEV) Federal emission standards, or classified as Alternative Fuel Vehicles (AFV). The purchase of EPA Tier 2 vehicles will only be authorized if LEVs and AFVs are not available. At delivery, the invoice must state the type of fuel system (dedicated, bi-fuel, dual fuel, etc.); the type of fuel (CNG, gasoline, diesel); and the EPA certified emission standard (LEV, ULEV, SULEV, ILEV, ZEV, or Tier 2 Bin number/standard). The County's present choices in order of priority of alternative fuel vehicles are: Dedicated, OEM, compressed natural gas (CNG), electric vehicles (EV), hybrid vehicles (HEV) or liquid propane gas (LPG). The County is also purchasing OEM, EPA-certified LEV, single fuel, unleaded gasoline or diesel vehicles.

- 2.20 DELIVERY DOCUMENTATION:** The vendor shall provide the following documents at time of delivery.

- Manufacturer's line set ticket
- Delivery ticket
- Warranty Certificate
- Certificate of origin conveying the title of vehicle
- Completed tag application
- History sheet
- Original invoice (for LEV or alternative fuel vehicle, see invoicing item 2.19 above)

All certificates and tag applications must show the owner as "Fulton County". **DO NOT** complete the address section of these forms. They will be filled in by the Owner.

**2.21 PRE-DELIVERY SERVICING AND ADJUSTMENT:** The dealer shall not attach any identification, advertising or similar material to the vehicle. Prior to acceptance by the County, the dealer shall service and adjust each vehicle for operational use to include, as a minimum, the following:

1. Focusing of lights
2. Tuning of engine
3. Adjustment of accessories
4. Checking of electrical, braking and suspension system
5. Charging of battery
6. Front end or four-wheel alignment (as appropriate for the vehicle)
7. Inflation of tires
8. Balancing of all wheels, including the spare
9. Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient air temperature at the point of delivery.
10. Servicing of cooling system with permanent type anti-freeze and summer coolant for minus 20 degrees Fahrenheit protection.

**2.22 WARRANTY:** It shall be the vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the material(s) supplied.

The material(s) shall be guaranteed to be free of construction and workmanship defects for a minimum period of at least 36,000 miles or 36 months from date of acceptance. Any parts or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for its immediate replacement.

### **3.0 ADDITIONAL REQUIREMENTS**

**3.1** Bidders must submit a set of descriptive/technical literature with each copy of the bid, plainly marked with:

- A - Company Name:
- B - Group to which literature pertains for the item and components bid.

**3.2** The bidder shall furnish satisfactory evidence of his ability to construct the equipment specified and/or shall state the location of the factory where the equipment is to be built. All equipment covered in this bid shall be domestically assembled.

3.3 List three (3) most recent fleet purchasers of ten (10) or more vehicles.

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3.4 Bidder must furnish a copy of manufacturer's suggested preventive maintenance schedule for each vehicle at time of delivery.

3.5 Bidder must maintain within the Metro Atlanta area, adequate indoor heated facilities and personnel to perform warranty work. The bidder is also required to provide warranty services. For warranty service involving shop work, equipment will be delivered to and picked up from the bidder by Fulton County Central Maintenance Facility personnel. Proper insurance coverage shall be provided for equipment in bidder's possession. Service contractor's facility must be approved by Central Maintenance Facility.

Location of bidder's facility:

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Bidder's telephone number: \_\_\_\_\_

Bidder's cell phone number: \_\_\_\_\_

Bidder's fax number: \_\_\_\_\_

Bidder's E-Mail Address: \_\_\_\_\_

Understand and Comply: Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 Bidders located outside the Metro Atlanta limits must designate a local maintenance facility that is authorized to perform warranty services.

3.7 Bidder must be able to supply ninety percent (90%) of parts required to maintain the vehicles within twenty-four (24) hours and have access to the remaining ten percent (10%) within 72 hours.

3.8 Bidders will supply (after the award of bid but prior to the delivery of equipment) original manufacturer part crossover numbers for parts that are not manufactured by the equipment manufacturer.

3.9 Training Fulton County requires its personnel be highly knowledgeable of the equipment, parts and servicing of all the items in its motorized inventory. We therefore require that knowledgeable vendors provide continuing training. A minimum of eight training hours per year is normally required.

Types of training (Operating and Service) you will provide to the County.

Type of Training	Training Hours	Cost to County


- 3.10 For each type of unit provided, the successful bidder must provide two (2) commercial parts manuals, two (2) commercial shop repair manuals, two (2) sets of any and all published companion manuals (to include electrical trouble shooting manuals, wiring diagram manuals, emission diagnosis manuals and body collision repair manuals where applicable), one (1) operating manual, one (1) manufacturer's preventive maintenance schedule; one (1) cross reference index (showing manufacturer's parts number and supplier catalog number), and one (1) VHS video cassette on repair and maintenance.
- 3.11 Fulton County does not obligate itself to purchase any quantity whatsoever. Bidder agrees to sell to the County during the term of the contract at the unit price bid, regardless of actual quantity ordered.
- 3.12 If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the County and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven (7) days, if required.
- 3.13 All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within pricing summary of this Request for Bid.
- 3.14 The purchase of any item by the County as a result of this Invitation to Bid is not a judgment of one product against another. Consideration of application, need and price will constitute purchase determination.

**4.0 ESTIMATED ORDER QUANTITIES FOR 2007**

4.1 Gasoline and Diesel Powered Vehicles

**VEHICLE TYPE ESTIMATED ORDER QUANTITY**

Automobiles	<u>91</u>
Pick-Up Trucks	<u>25</u>
Vans	<u>14</u>
Utility Vehicles	<u>6</u>
Full Size Cab & Chassis Trucks	<u>1</u>

42 Alternate Fuel Vehicles

**VEHICLE TYPE ESTIMATED ORDER QUANTITY**

Automobiles	_____5
Pick-Up Trucks	_____3
Vans	_____4
Utility Vehicles	_____0
Full Size Cab & Chassis Trucks	_____1

**5.0 BRAND NAME OR TRADE NAME INSTRUCTIONS**

- 5.1** If items in this **Invitation to Bid** have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. All products may be considered for award if such products are clearly identified in the bids and are determined by Fulton County to meet its needs in all respects.
- 5.2** If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the County and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven (7) days, if required.
- 5.3** All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within pricing summary of this Request for Bid.
- 5.4** The purchase of any item by the County as a result of this Invitation to Bid is not a judgment of one product against another. Consideration of application, need and price will constitute purchase determination.

**6.0 EXTENDED SERVICE CONTRACT** Extended warranty coverage is recommended for purchase with high mileage vehicles (vehicles driven more than 18,000 miles annually). Each Bidder shall provide a separately priced extended coverage contract for each vehicle offered.

- 6.1** Manufacturer's warranty shall be clearly stated, with extended warranty options for the total mileage/total age of the vehicle.
- 6.2** For each of these options, include extended warranty pricing for:
- 6.2.1 Bumper-to-Bumper coverage
  - 6.2.2 Drive Train coverage
  - 6.2.3 Any other options offered

## 7.0 INVOICING

Invoices submitted against the contract must include the following detailed information.

1. Purchase order number.
2. Date of delivery.
3. Invoice number.
4. Company name, address and phone number.
5. All costs for labor and equipment individually listed with the total at the bottom.
6. Description of product.

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

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

Unless the work has been completed, any invoice which attempts to change the terms of this contract is null and void and vendor shall be required to provide a proper invoice to Fulton County prior to payment.

The Vendor(s) agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the Department.

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

## 8.0 BID EVALUATION

Fulton County will consider the following criteria, where applicable, in determining the low total net bid responsible vendor for contract award:

1. Item pricing.
2. Ability of the vendor to meet response schedules in the time specified.
3. Compliance with all other terms and conditions required in this specification.

## 9.0 BID SUBMITTAL REQUIREMENTS

The following information shall be submitted along with bid. Insufficient information on any of these items may lead to disqualification of the bidder.

1. Three (3) references in support of the qualification and experience
2. Copy of current business license

Remarks or Exceptions:

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**END OF SECTION 8 – TECHNICAL SPECIFICATIONS**

**SECTION 9  
PRICING FORMS**

Automobiles and Station Wagons - 2007 Models

Automobiles, Vans, Pick-ups and Utility Vehicles

BIDDER: \_\_\_\_\_ MANUFACTURER \_\_\_\_\_

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR FULL SIZE SPARE TIRE	ADD FOR HD ALTERNATOR	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE F.O.B. DESTINATION \$
			CID/LIT	HP							
COMPACT CERTIFIED LEV	4-DOOR SEDAN, 4 CYL										(08a)
COMPACT CNG ***	4-DOOR SEDAN, 4 CYL										(08b)
COMPACT HYBRID****	4-DOOR SEDAN, 3/4 CYL										(08C)
MID-SIZE (5 OR 6 PASSENGER), CERTIFIED LEV	4-DOOR SEDAN, 6 CYL 3.0 L MIN.,										(08D)
MID-SIZE (5 OR 6 PASSENGER), HYBRID****	4-DOOR SEDAN, 6 CYL 3.0 L MIN.,										(08E)
LARGE CERTIFIED LEV	4-DOOR SEDAN, 8 CYL 4.6 L MIN.										(08F)
MID-SIZE (6 passenger) Certified LEV	4-DOOR STATION WAGON, 6 CYL (3.0 L min.)										(08G)

All of the above vehicles are to have the following equipment::

- |                        |  |                                    |                                      |              |
|------------------------|--|------------------------------------|--------------------------------------|--------------|
| Automatic Transmission | Rear Window Defogger   | Seats, Front Bucket or Split Bench | 4 Speed W/ Overdrive                 | Tinted Glass |
| Cruise Control         | Power Brake  | AM/FM Stereo Radio                 | Factory Installed Color Keyed Carpet |              |
| Power Steering         | Mirrors, Left & Right  | Color Keyed Floor Mats             | Air Conditioning                     |              |
| Spare Tire and Wheel   | CNG Vehicles - must Have Largest OEM Fuel Capacity Available |                                    |                                      |              |

\*\*\*CNG (compressed natural gas) or \*\*\*\*HYBRID vehicles (Hybrid Gasoline engine and Electric battery) must be, at a minimum, EPA certified, LEV (low emission vehicle) certified, OEM dedicated vehicles. See item 2.19 about new invoice requirement on alternative fuel and low emission vehicles.

**06ITB-NH County Wide Vehicle Bid 2007 Models**

**Pricing Forms**

**PICK-UP TRUCKS WITH AUTOMATIC TRANSMISSION - 2007 MODELS**

**AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES**

**BIDDER:** \_\_\_\_\_ **MANUFACTURER:** \_\_\_\_\_

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR HD ALTERNATOR	ADD FOR EXTENDED CAB	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE F.O.B. DESTINATION \$
			CID/LIT	HP							
Small Certified LEV	2WD, SWB, 1200 Payload, 6 Cyl.										(9a)
Small Certified LEV	4WD, LWB, 1400 Payload, 6 Cyl.										(9b)
Small Electric Vehicle	2WD, SWB, 700 Payload, 90 HP										(9c)
Standard, Full Size Certified LEV	2WD, SWB, 1200 Lb. Payload, 6 Cyl										(9d)
Standard, Full Size Certified LEV	2WD, LWB, 2000 Lb. Payload, 8 Cyl, Min 5.4 L										(9e)
Standard, Full Size CNG***	2WD, LWB, 2650 Lb. Payload, 8 Cyl Min 5.4 L w/ Midship Underbody Tank										(9f)
Standard, Full Size Certified LEV	2WD, LWB, 2600 Lb. Payload, 8 Cyl, Min 5.4 L										(9g)
Standard, Full Size Certified LEV	2WD, LWB, 4100 Lb. Payload, 8 Cyl, Min 5.4 L										(9h)
Standard Certified LEV	4WD, LWB, 1400 Lb. Payload, 8 Cyl										(9i)
Standard, Full Size Certified LEV	4WD, LWB, 1600 Lb. Payload, 8 Cyl, Min 5.4 L										(9j)
Standard, Full Size Certified LEV	4WD, LWB, 2600 Lb. Payload, 8 Cyl, Min 5.4 L										(9k)
Standard, Full Size Propane***	4WD, LWB, 2600 Lb. Payload, 8 Cyl, Min 5.4 L										(9l)
Standard, Full Size Certified LEV	4wd, LWB, 3900 Lb. Payload, 8 Cyl Min 5.4 L										(9m)

All above vehicles to have the following equipment:

Automatic Transmission, 4 Speed W/ Overdrive Rear Window Defogger Spare - Full Size Spare Tire and Wheel Heavy Duty Plastic Bed Liner  
 Power Steering (Standard) Tinted Glass Vinyl Floor Covering All Terrain Tires (4WD Only) Power Brakes (Standard) AM-FM Stereo Radio Mirrors, Left & Right Air Conditioning  
 CNG Vehicles must Have Largest O.E.M. Fuel Capacity Available Bench Seats (Extended Cab Option Requires 3rd Door and Bench Seat in Standard Trucks and Flip Seats in Compacts)  
 (Note inclusion of heavy-duty bed-liner as standard equipment for all pickup trucks.)  
 SWB - Short Wheelbase With Short Cargo Box LWB - Long Wheelbase with Long Cargo Box

\*\*\*CNG (compressed natural gas) or LPG (Liquid Propane Gas) alternative fueled vehicles must be, at a minimum, EPA certified, LEV (low emission vehicle) certified, OEM dedicated vehicles.  
 See item 2.19 about new invoice requirement on alternative fuel and low emission vehicles.



VANS, PASSENGER - 2007MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR FULL SIZE SPARE TIRE	SIZE OF ALTERNATOR	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP							
MINI-VANS Certified LEV	7 PASSENGER, 6 CYL., MIN 3.8 L										(11a)
STANDARD CNG***	8 PASSENGER, LWB, MIN 5.2 L, 7,700 LB. GVW										(11b)
STANDARD Certified LEV	12 PASSENGER, LWB, 8 CYL., MINIMUM 5.4L										(11c)
STANDARD, CNG***	12 PASSENGER, 8 CYL MINIMUM 5.4L										(11d)
STANDARD, CNG***	15 PASSENGER, 8 CYL MINIMUM 5.4L										(11e)
STANDARD Certified LEV	15 PASSENGER, LWB, 8 CYL MINIMUM 5.4L										(11f)
STANDARD Certified LEV	15 PASSENGER, LWB, 8 CYL MINIMUM 6.0L, DIESEL ENGINE										(11g)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:

AUTOMATIC TRANSMISSION, 4 SPEED W/ OVERDRIVE  
 POWER BRAKES  
 POWER STEERING  
 ALTERNATOR, HEAVIEST DUTY AVAILABLE  
 MIRRORS-LH & RH (MINI-VAN ONLY)  
 MIRRORS-LH & RH, LOW MOUNT, FACTORY OR DEALER INSTALLED (STANDARD ONLY) 6"X9" (APPROX) DEALER INSTALLED (STANDARD ONLY)

AIR CONDITIONING AND HEAT, FRONT & REAR  
 ALL GLASS TINTED, INCLUDING REAR WINDOWS  
 FULL LENGTH HEADLINER  
 FLOOR COVERING, FULL-LENGTH CARPET  
 SPARE TIRE AND WHEEL MOUNTED (UNDERBODY TIRE CARRIER REQUIRED FOR MINI-VAN)

SIDE WINDOWS, FULL LENGTH  
 RADIO, AM/FM STEREO  
 REAR WINDOW DEFOGGER

UPHOLSTERY, VINYL, FULL-LENGTH TRIM PANELS FOR WALLS AND DOORS  
 HANDLING PACKAGE TO INCLUDE FRONT STABILIZER BAR AND FRONT AND REAR HEAVY DUTY SHOCK ABSORBERS

CNG VEHICLES MUST HAVE LARGEST O.E.M. FUEL CAPACITY AVAILABLE

LWB - LONG WHEELBASE

VANS, CARGO 2007 MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: \_\_\_\_\_ MANUFACTURER: \_\_\_\_\_

EPA CLASSIFICATION	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR FULL SIZE SPARE TIRE	SIZE OF ALTERNATOR	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP							
MINI-VAN Certified LEV	1700 LB. PAYLOAD, 6 CYL, FWD										(12a)
STANDARD Certified LEV	2000 LB. PAYLOAD, SWB, 8 CYL, RWD										(12b)
STANDARD Certified LEV	1950 LB. PAYLOAD, LWB, 8 CYL MINIMUM 5.4L, 6,600 LB. GVWR MIN.										(12c)
STANDARD, CNG***	2165 LB. PAYLOAD, LWB, 8 CYL MINIMUM 5.4L, 7,200 LB. GVWR MIN.										(12d)
STANDARD Certified LEV	3,000 LB. PAYLOAD, LWB, 8 CYL MINIMUM 5.4L, 8,600 GVWR LB. MIN.										(12e)
STANDARD Certified LEV	4160 LB. PAYLOAD, LWB, 8 CYL MINIMUM 5.4L, 9,500 LB. GVWR MIN.										(12f)
STANDARD, CNG***	4160 LB. PAYLOAD, LWB, 8CYL MINIMUM 5.4L, 9,500 LB. GVWR MIN.										(12g)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:

AUTOMATIC TRANSMISSION 4 SPEED W/ OVERDRIVE	RADIO, AM/FM STEREO	HEADLINER - FULL LENGTH
POWER STEERING	WINDOWS IN SIDE AND REAR DOORS FLOOR COVERING, FULL-LENGTH VINYL	
POWER BRAKES	REAR WINDOW DEFOGGER	UPHOLSTERY, VINYL, FULL-LENGTH TRIM PANELS FOR DOORS
AIR CONDITIONING AND HEAT,	FRONTALL GLASS TINTED	FULL SIZE SPARE TIRE AND WHEEL MOUNTED
MIRRORS-LH & RH, LOW MOUNT, FACTORY OR DEALER INSTALLED (APPROX 6" X 9")		UNDERBODY TIRE CARRIER REQUIRED FOR MINI-VAN
ALTERNATOR, HEAVIEST DUTY AVAILABLE		
HANDLING PACKAGE TO INCLUDE FRONT STABILIZER BAR AND FRONT AND REAR HEAVY DUTY SHOCK ABSORBERS (HANDLING PACKAGE WILL NOT BE REQUIRED ON MINI-VAN)		
CNG VEHICLES MUST HAVE LARGEST O.E.M. FUEL CAPACITY AVAILABLE		

RWD - REAR WHEEL DRIVE                      LWB - LONG WHEELBASE                      SWB - SHORT WHEELBASE

\*\*\*CNG (compressed natural gas) or LPG (Liquid Propane Gas) alternative fueled vehicles must be, at a minimum, EPA certified, LEV (low emission vehicle) certified, OEM dedicated vehicles. See item 2.19 about new invoice requirement on alternative fuel and low emission vehicles.

SMALL/MID-SIZE UTILITY VEHICLES - 2007 MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

EPA CLASS	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR REAR WIN DEFOGGER	ADD FOR HD ALTERNATOR	ADD FOR TOWING PACKAG E	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP								
SPECIALTY Certified LEV	2WD, 2-Door, Minimum 100" Wheelbase, 6-Cylinder, 4.0 Liter Minimum											(13a)
SPECIALTY Certified LEV	4WD, 2-Door, Minimum 100" Wheelbase, 6 Cyl, 4.0 L Min.											(13b)
SPECIALTY Certified LEV	2WD, 4-Door, Minimum 107" Wheelbase, 6 Cyl, 4.0 L Min.											(13c)
SPECIALTY Certified LEV	2WD, 4-Door, Minimum 107" Wheelbase, 8 Cyl, 4.6 L Min.											(13d)
SPECIALTY HYBRID****	4WD, 4-Door, Minimum 107" Wheelbase, 6 Cyl, 4.0 L Min.											(13E)
SPECIALTY Certified LEV	4WD, 4-Door, Minimum 107" Wheelbase, 6 Cyl, 4.0 L Min.											(13F)
SPECIALTY Certified LEV	4WD, 4-Door, Minimum 107" Wheelbase, 8 Cyl, 4.6 L Min.											(13G)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:

POWER STEERING	AUTOMATIC TRANSMISSION,	4 SPEED W/ OVERDRIVE	AM/FM STEREO RADIO	MIRRORS, LH & RH
POWER BRAKES	AIR CONDITIONING	SEATS-FRONT BUCKET OR SPLIT BENCH	ALL TERRAIN TIRES (4WD ONLY)	
TINTED GLASS	CRUISE CONTROL	FULL SIZE SPARE TIRE AND WHEEL MOUNTED		
COLOR KEYED CARPET AND FACTORY INSTALLED COLOR KEYED FLOOR MATS				

\*\*\*\* HYBRID VEHICLE (Hybrid Gasoline engine and Electric battery) must be certified low emission vehicle complied with EPA Tier 2 standards.

FULL-SIZE UTILITY VEHICLES - 2007 MODELS

REQUEST FOR BID - AUTOMOBILES, VANS, PICK-UPS AND UTILITY VEHICLES

BIDDER: \_\_\_\_\_ MANUFACTURER: \_\_\_\_\_

EPA CLASS	DESCRIPTION (MINIMUM REQUIREMENTS)	NAME AND MODEL NUMBER	ENGINE SIZE BELOW		ADD FOR DRIVER AIR BAG	ADD FOR ANTI-LOCK BRAKES	ADD FOR REAR DEFOGGER	ADD FOR HD ALTERNATOR	ADD FOR TOWING PACKAGE	ADD FOR CRUISE \$	DELIVERY (CALENDAR DAYS ARO)	UNIT PRICE, F.O.B. DESTINATION \$
			CID/LIT	HP								
SPECIALTY Certified LEV	2WD, 4-door, Min. 116" Wheelbase, 8 Cyl, 6,500 Lb. GVWR Min., 5.3 L Min.											(14a)
SPECIALTY Certified LEV	4WD, 4-door, Min. 116" Wheelbase, 8 Cyl, 6,500 Lb. GVWR Min., 5.3 L Min.											(14b)
SPECIALTY Certified LEV	2WD, 4-Door, Min.130" Wheelbase, 8 Cyl., 8,600 Lb. GVWR Min., 6.0 L Min											(14c)
SPECIALTY Certified LEV	4WD, 4-Door, Minimum 130" Wheelbase, 10 Cyl., 8,600 Lb. GVWR Min., 6.8 L Min											(14d)
SPECIALTY Certified LEV	4WD, 4-Door, Minimum 130" Wheelbase, 8-Cyl., 8,600 Lb. GVWR Min., 7.3 L Min. Diesel											(14e)

ALL OF THE ABOVE VEHICLES ARE TO HAVE THE FOLLOWING EQUIPMENT:

POWER BRAKES	SEATS-FRONT BUCKET OR SPLIT BENCH	ALL TERRAIN TIRES (4WD ONLY)	MIRRORS, LH & RH, LOWMOUNT,	FACTORY INSTALLED 6" X 9" (STD ONLY)
POWER STEERING	AUTOMATIC TRANSMISSION, 4 SPEED W/ OVERDRIVE	AM/FM STEREO RADIO	FULL SIZE SPARE TIRE AND WHEEL MOUNTED	
TINTED GLASS	COLOR KEYED CARPET AND FACTORY INSTALLED	COLOR KEYED FLOOR MATS		
AIR CONDITIONING, FRONT AND REAR WHERE AVAILABLE (4-DOOR ONLY)				

**15. Towing Hitches**

<b>Towing Hitches</b>			
<b>Class</b>	<b>Design Limits</b>	<b>Appropriate for following Vehicles</b>	<b>Additional Cost</b>

**16. Other Options**

<b>Item</b>	<b><i>Manufacturer</i></b>	<b>Model #</b>	<b>Unit Price</b>
Tool Box			
Utility Body			
Amber Light Bar			
Attach literature on each option			

