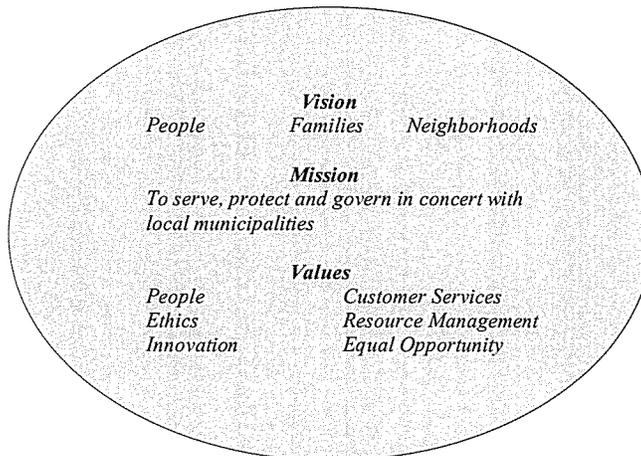




FULTON COUNTY



INVITATION TO BID: 12ITB84795YB-TR

UNIFORMS, FOOTWEAR, AND DUTY GEAR

For

POLICE DEPARTMENT

BID DUE DATE AND TIME: *Tuesday, September 4, 2012 at 11:00 A.M.*
BID ISSUANCE DATE: *Tuesday, August 7, 2012*
PRE-BID CONFERENCE DATE: *Tuesday, August 21, 2012 at 10:00 A.M.*
PURCHASING CONTACT: *Terrence Reese, APA*
E-MAIL: terrence.reese@fultoncountygga.gov

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

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**SECTION 1
INSTRUCTIONS TO BIDDERS****INVITATION TO BID
12ITB84795YB-TR, Uniforms, Footwear and Duty Gear - 2013
FULTON COUNTY GOVERNMENT**

Fulton County Government ("County") invites sealed bids for **12ITB84795YB-TR, Uniforms, Footwear and Duty Gear – 2013**.

1. GENERAL INFORMATION

- a. **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".
- b. **The Bid package consists of the following scope of work:** *To provide Uniforms, Footwear, and Duty Gear to the Police Department on an as, if and/or when requested basis for the period beginning January 1, 2013 and ending December 31, 2013.* The detailed scope of work and technical specifications are outlined in **Section 6** of this bid document.
- c. The term "*Bid Documents*" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting **Terrence Reese, APA** at terrence.reese@fultoncountyga.gov. 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: Terrence Reese
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Fax: (404) 893-1739
Reference Bid # **12ITB84795YB-TR**

2. PRE-BID CONFERENCE

A pre-bid conference will be held on ***Tuesday, August 21, 2012 at 10:00 am*** in the Fulton County Purchasing Department Bid Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide an initial verbal, non-binding verbal response to questions concerning these bid specifications and to discuss issues from the bidder's perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications will be official.

3. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

4. SITE VISIT: There will be no site visit for this project.

5. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:

1. Bidder's Name/Company Name and Address.
2. Bids shall be addressed to:

Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459

RE: 12ITB84795YB-TR, Uniforms, Footwear and Duty Gear - 2013

- 6. 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.**

7. **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 **Terrence Reese, APA** no later than **2:00 PM, Tuesday, August 28, 2012**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). *Telephone inquiries will not be accepted.*

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.

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

1. Bid Form
2. Bid Schedule *(if applicable)*
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.

9. **TERM OF CONTRACT:**

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

10. **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.
11. **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.
 12. **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.
 13. **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.
 14. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in **Section 5** of this bid document. The bidder is required to sign the document and include it with its bid submission.
 15. **WAGE CLAUSE:** Pursuant to Fulton County Code section 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
 16. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
 17. **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 following minimum requirements:
 - 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) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
- 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

18. **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 User Department unless earlier terminated pursuant to the termination provisions of the contract.

19. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest, responsive and responsible bidder. The County will not accept partial bids from vendors for this project. 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. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

- 20. EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor. Attached to each document shall be a certificate of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- 21. 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 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.

- 22. CONTRACTORS 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.

- 23. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. **Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit.** It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll> .

See **Section 3**, Purchasing Forms & Instructions for declarations and affidavits.

25. PROFESSIONAL LICENSES - (NON-APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C: Georgia Professional License Certification in Section 00420, Purchasing Forms & Instructions. Failure to provide the required license may deem your bid non-responsive.

26. Bid General Requirements

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

- A. 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.
- B. All signatures must be executed by person(s) having contracting authority for the Bidder.
- C. 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.

- D. 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.
- E. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
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 Provision**" policy outlined in S35 and in Section 00020, Invitation to Bid.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.

- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.

- T. 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.
- U. 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.
- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon delivery of item(s).
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.

- AA. 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.
- BB. 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.
- CC. 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.
- DD. 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:
- a. Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
- EE. 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.
- FF. 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.
- GG. 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.
- HH. 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.

- II. 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.
- JJ. 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".
- KK. 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

EXHIBIT 1

Required Proposal Submittal Check List for Invitation to Bid (ITB)

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid Submittal Check List"). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your bid non-responsive.

Submit one (1) Original bid, signed and dated and three (3) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	One (1) Proposal marked " Original "	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit(s)	
4	Bid Form. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
5	Bid Breakdown Form	
6	Acknowledgement of each Addendum	
7	Bid Bond (separate envelope if Public Works Construction project)	
8	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire	
9	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H: First Source Jobs Program – Form 2 (if applicable)	
10	Evidence of Insurability, proposer must submit one (1) of the following:	

EXHIBIT 1

Required Proposal Submittal Check List for Invitation to Bid (ITB)

	Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
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**SECTION 2
BID FORM**

12ITB84795YB-TR, Uniforms, Footwear and Duty Gear - 2013

Submitted _____, 2012

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 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 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 for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written 'Notice to Proceed" from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

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.

SECTION 3 PURCHASING FORMS & INSTRUCTION

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 ITB, 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/Offeror
- Form B: Certificate of Acceptance of Request for Bid Requirements
- Form C: Georgia Professional License Certification (*if applicable*)
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: 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 _____, 2012.

(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: CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

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

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

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.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

(a) Authority to suspend:

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

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

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and 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 _____, 2012

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: 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.

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]

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 _____, 2012

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2012

(Notary Public) (Seal)

Commission Expires: _____
(Date)

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2012

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2012

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 4 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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 without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

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 all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H 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.

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.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																			
FIRST/MID LEVEL OFFICIALS and MANAGERS																			
PROFESSIONALS																			
TECHNICIANS																			
SALES WORKERS																			
ADMINISTRATIVE SUPPORT WORKERS																			
CRAFT WORKERS																			
OPERATIVES																			
LABORERS & HELPERS																			
SERVICE WORKERS																			
TOTAL																			

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

Bidder/Proposer

Date Completed:

Subcontractor

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares that it is my/our intent to

(Bidder)

perform 100% of the work required for _____

(ITB/RFP Number)

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No: _____

Project Name: _____

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

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

1. Firms:

- 1) Name of Business: _____
 Street Address: _____
 Telephone No.: _____
 Nature of Business: _____

- 2) Name of Business: _____
 Street Address: _____
 Telephone No.: _____
 Nature of Business: _____

- 3) Name of Business: _____
 Street Address: _____
 Telephone No.: _____
 Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

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

<u>Name</u>	<u>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 Contract Compliance, 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 _____, 2012, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

EXHIBIT H**FULTON COUNTY FIRST SOURCE JOBS PROGRAM****STATEMENT OF POLICY:**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

**SECTION 5
INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions
Uniform, Footwear and Duty Gear Supplier**

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the contract document(s). Any and all Insurance Coverage(s) 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.

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	\$100,000
Employer’s Liability Insurance	by Disease	Policy Limit	\$500,000
Employer’s Liability Insurance	by Disease	Each Employee	\$100,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	Aggregate	\$2,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Property Damage	Limits	\$50,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

Certificates of 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. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability and Auto Liability (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the 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 **must** identify the "Certificate Holder" as follows:

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

Important:

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, 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 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.

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 5 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Uniform, Footwear and Duty Gear Supplier

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the contract document(s). Any and all Insurance Coverage(s) 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.

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	\$100,000
Employer's Liability Insurance	by Disease	Policy Limit	\$500,000
Employer's Liability Insurance	by Disease	Each Employee	\$100,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
Products\Completed Operation	Aggregate	\$2,000,000
Personal and Advertising Injury	Aggregate	\$1,000,000
Property Damage	Limits	\$1,000,000
	Limits	\$50,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

Certificates of 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. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability and Auto Liability (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the 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 **must** identify the "Certificate Holder" as follows:

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

Important:

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

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To the fullest extent permitted by Law, 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 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.

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 6 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Department on an as, if Fulton County is soliciting bids from qualified vendors to provide Uniforms, Footwear, and Duty Gear to the Police and/or when requested basis for the period beginning January 1, 2013 and ending December 31, 2013.

Fulton County reserves the right to accept or reject any or all bids, or any part thereof, and to waive any technicalities.

Fulton County has a significant investment in standardized uniforms. As representatives of the public, it is imperative that all uniformed employees present a professional and uniformly consistent image that is reflected by standardized uniforms in those departments where applicable. Substitutions will be fairly evaluated and Fulton County reserves the right to be the sole judge of "**EQUIVALENT**".

The department has a uniform allotment per employee; it will be the successful vendor's responsibility to obtain the specified allotment from the contact person. The county will not be responsible for the payment of invoices that exceed the county's maximum allotment. Should an employee's order exceed their allotment amount, any overage shall be collected from the employee at the time the order is submitted. Appropriate sales taxes will be applied to the overage.

The successful vendor will be required to submit an invoice for each individual employee's completed order to the billing contact person within two (2) weeks of delivery.

PRODUCT SPECIFICATIONS

1. TROUSERS

TROUSERS "A" through "D" below will have the following features:

Plain front, two quarter top front pockets bar tacked at stress points; 3/4 inch wide, double thickness, non-woven interlined belt loops; two bar tacked hip pockets, tab left hip pocket; French fly tab, metal zipper, metal hook and eye waistband closure; waistband constructed to prevent rollover and retain shirt; bar tacked stress points.

- A. 100% polyester, 11.5 – 12.5 oz. per linear yard, gabardine weave, machine washable. Color: LAPD navy. Fechheimer # UD3900 (men's)-UD3933 (women's) **or EQUIVALENT**
- B. 75% Dacron/25% wool blend, 11.5 -12 oz. per linear yard, serge weave, machine washable. Color: LAPD navy. Fechheimer # 42280 (men's)-42290 (women's) **or EQUIVALENT**
- C. **Six pocket Uniform Trousers** – 65% polyester/35% cotton blend, 6.5 oz. per square yard, twill weave, machine washable, side cargo pockets. Color: LAPD navy. Fechheimer Model 49300/49350 style t-11 **or EQUIVALENT**
- D. **Six Pocket Uniform Trousers** - 70% polyester/28% rayon/2% Lycra blend, 11.5 - 12 oz. per linear yard, serge weave, machine washable, side cargo pockets. Color: LAPD navy. Fechheimer model 39300/39350 style t-11 **or EQUIVALENT**
- E. **Motorcycle style Riding Pants**, 75% polyester/25% wool blend, 10.5 - 11 oz. per linear yard, serge weave, tailored fit, machine washable. Color: LAPD navy

with 1/2 inch wide silver or gold stripe down outside leg seam. Peter Jay brand Riding Breeches **or EQUIVALENT**. Price includes measuring and fitting. **(Approved only for officers assigned to motorcycle unit)**

- F. **Bicycle Pants** - Olympic uniforms Supplex cycling pants, model ocp588s. Color: navy blue. (Approved only for officers assigned to bike patrol) **NO SUBSTITUTIONS**.
- G. **Bicycle Shorts** – Olympic uniforms Hollywood shorts, model ohs147, with chamois pad, and reflective side stripe. Color: navy blue. (Approved only for officers assigned to bike patrol) **NO SUBSTITUTIONS**
- H. **Utility Trousers** – 5.11 Tactical Inc. cotton tactical pants # 74251. 100% cotton, 8.5 oz. canvas. Colors: khaki, black and navy. **NO SUBSTITUTIONS**
- I. **Supervisor trouser stripe** - black fabric trouser stripe, 1 inch wide. Stripe applied to trousers “a” and “b” along outside leg seams starting at bottom of front pocket and ending at bottom of unfinished trouser leg. Price to include material and sewing.

511 Taclite® Pro Pants - Lightweight 65% polyester and 35% poly cotton ripstop, Magazine/cell phone pocket, two cargo pockets, patented slash rear pockets, Treated with HT Teflon® wear resistant finish, External knife pocket, Rear web strap, YKK® zippers, Prym® snaps, Clip loop. **Colors:** Navy Blue, Black and OD Green.

Vertex Phantom Lightweight Tactical Trousers - 65/35 Polyester/Cotton, 6.5 oz. Mini Rip-Stop, Wrinkle resistant, Multi-purpose cargo pockets. **Colors:** Navy Blue, Khaki and OD Green.

2. **SHIRTS**

SHIRTS “A” through “D” listed below will have the following features:

Shoulder straps; conventional collar and band, permanent collar stays; matching high luster poly twill band and yoke trim; 2 pleated pockets with scalloped flaps, Velcro closures, left pocket pencil compartment; full badge reinforcement with two buttonhole eyelets; 2 button cuff and button on sleeve facing (long sleeve only); 5 sewn-in or silicone creases (2 front and 3 back); top center front; convertible to accept removable metal buttons having eyelets under the sewn buttons on shoulders, pockets and button front with protective pieces sewn inside on shoulders and right front (men’s)/button front (women’s); nylon zipper front.

- A. 100% polyester, 7 - 7.5 oz. per linear yard, short sleeve with sewn on shoulder patches, machine washable. Colors: LAPD navy, white, medium blue. Flying cross # 87r7886z (men’s)-177r7886z (women’s) **or EQUIVALENT**
- B. 100% polyester, 7 – 7.5 oz. per linear yard, long sleeve with sewn on shoulder patches, machine washable. Colors: LAPD navy, white, medium blue. Flying cross # 34w7886z (men’s)-127r7886z (women’s) **or EQUIVALENT**
- C. 75% polyester/25% wool blend, 9 – 9.5 oz. per linear yard, short sleeve with sewn on shoulder emblem, machine washable. Colors: LAPD navy, white,

- medium blue. Flying cross # 57r8786z (men's)-157r8786z (women's) **or EQUIVALENT**
- D. 75% polyester/25% wool blend, 9 – 9.5 oz. per linear yard, long sleeve with sewn on shoulder emblem, machine washable. Colors: LAPD navy, white, medium blue. Flying cross # 07w8786z (men's)-107w8786z (women's) **or EQUIVALENT**
- E. **Uniform polo shirt, short sleeve** - Coolmax® uniform polo shirt, short sleeve, with badge sling, sewn on shoulder patches and embroidered name. Color: dark navy. Blauer street gear knit shirt model 8130 **or EQUIVALENT**
- F. **Uniform polo shirt, long sleeve** - Coolmax® uniform polo shirt, long sleeve, with badge sling, sewn on shoulder patches and embroidered name. Color: dark navy. Blauer street gear knit shirt model 8140 **or EQUIVALENT**
- G. **Uniform polo shirt, short sleeve, w/ lettering** - Coolmax® uniform polo shirt, with reflective striping and “police” in reflective lettering on back, short sleeve with sewn on shoulder patches and badge patch, and embroidered name. Color: dark navy. Blauer Street gear knit shirt 8130-4 **or EQUIVALENT**
- H. **Uniform polo shirt, long sleeve, w/ lettering** - Coolmax® uniform polo shirt, with reflective striping and “police” in reflective lettering on back, short sleeve with sewn on shoulder patches and badge patch, and embroidered name. Color: dark navy. Blauer Street gear knit shirt 8140-4 **or EQUIVALENT**
- I. **Moisture wicking undershirt, form fit** – micro fiber fabric. Colors: black and white. Under Armor® heat gear tactical full t-shirt #5039/ #5139, 5.11 Tactical Inc. Undergear™ tight fit crew # 40005 **or EQUIVALENT**
- J. **Moisture wicking undershirt, loose fit** – micro fiber fabric. Colors: black and white. Under Armor® heat gear tactical shortsleeve crew t-shirt #5384/ #5184, 5.11 Tactical Inc. Undergear™ loose fit crew # 40007 **or EQUIVALENT**
- K. **Polo shirt, short sleeve with embroidered badge** - pique polo shirt, 100% cotton, 3 button, arrow-pointed placket, double stitched half-moon yoke, double needle shoulder seams. Colors: black, navy blue and heather grey. Fechheimer # 3000 power 3 polo **or EQUIVALENT** (see appendix for example of embroidery)
- L. **Moisture wicking cold weather form fit crew neck long sleeve undershirt** - micro fiber fabric. Colors: black and white. Under Armor® cold gear tactical crew #5511 **or EQUIVALENT**
- M. **Moisture wicking cold weather form fit mock turtleneck long sleeve undershirt** – micro fiber fabric. Colors: black and white. Under Armor® cold gear tactical mock turtleneck # 5512 **or EQUIVALENT**

511 Taclite® Pro Short Sleeve Shirt - Durable, ultra-lightweight 4-oz., 65% polyester/35% cotton ripstop, Teflon treated for stain, liquid and soil resistance, 5.11s patented hidden document pockets, Pen pockets on left sleeve. **Colors:** Navy Blue, Black and OD Green.

511 Taclite® Pro Long Sleeve Shirt - Durable, ultra-lightweight 4-oz., 65% polyester/35% cotton rip stop, Teflon treated for stain, liquid and soil resistance, 5.11s patented hidden document pockets, Pen pockets on left sleeve. **Colors:** Navy Blue, Black and OD Green.

- N. **Vertex action polo with cold black®** - 100% polyester w/moister wicking and antimicrobial properties, raglan sleeve, microphone/sunglass tab, none roll collar. Model number vtx 4000. **Colors:** Black, Navy, Tan and White.

3. JACKETS AND COATS

- A. **Bomber style jacket**, water resistant exterior, zip front closure, zip out liner, zippered side vents with tab closures, front patch pockets with flaps and side hand warmers, military style epaulets, with sewn on shoulder patches and badge patch. Color: navy blue. Fechheimer #58100 ultra 2000 w/liner, Spiewak Weathertech Model sh3465, Blauer Model TNT #6120, **or EQUIVALENT**
- B. **MA-1 style flight jacket**, zip front closure, 100% nylon water repellent outer shell; international orange quilted liner; knit collar, waistband, and cuffs; 2 outer and 2 inner welt type slash pockets with snap closures, with sewn on shoulder patches and badge patch. Color: navy blue.
- C. **Leather jacket**, 25 inch length, hand pockets, bi-swing back, inside stealth pockets (left and right) to accept stealth holster, nylon taffeta permanent body and sleeve liner, quilted nylon Thinsulate™ insulated zip out body and sleeve liner, zip front closure, nylon knit waistband and cuffs, badge tab, zippered side vents with keeper straps, concealable reflective panels front and back labeled "police", with shoulder patches. **Color:** black. Taylor's Leather wears Model Atlanta #4418rz **or EQUIVALENT**. **Note:** leather jackets shall be delivered without sewn on patches to allow for returns or exchanges. Patches will be applied at vendor's showroom after confirmation of sizing.
- D. **Dress blouse coat**, 55% Dacron/45% wool, Serge Weave, single breasted, plain front, gold metal buttons, badge tab, shoulder straps, gold stripes on sleeve (2, 3, or 4, according to rank), with sewn on shoulder patches. **Color:** LAPD navy. Fechheimer dress coat # 34800 **or EQUIVALENT**. (**Approved only for major, deputy chief and chief of police**)
- E. **Leather Motorcycle Jacket**, 25 inch length, zippered hand pockets, kidney pad, bi-swing back, nylon taffeta permanent body and sleeve liner, quilted nylon Thinsulate™ insulated zip out liner, zip front closure with storm flap, knit nylon storm cuff, badge tab, snap down collar, snap down epaulets, four equipment loops at waist with snap closure, zipper sleeves. **Color:** Black. Taylor's leatherwear model Pittsburgh #4473z **or EQUIVALENT (Approved only for officers assigned to the motorcycle unit)**
- F. **Windbreaker**, nylon outer shell, flannel liner, hand warmer pockets, drawstring waist, elastic cuffs, matching Color front snaps, with sewn on badge patch and shoulder patches. **Color:** Navy Blue.
- G. **Windbreaker**, same as "F" above, with "POLICE" or "SECURITY" imprinted on back. **Color:** Navy Blue.
- H. **Bike Patrol Jacket** – Olympic uniforms New York zip sleeve jacket, model ony673, with sewn on badge patch and shoulder patches. Color: two tone royal/navy. (**Approved only for officers assigned to bike patrol**) **NO SUBSTITUTIONS**
- I. **Reversible High Visibility Jacket** - 3 ply Supplex/nylon outer shell with dual-entry patch pockets with side hand warmer pockets, cross stitched shoulder

straps, 10 inch zipper side vents for equipment access. Reverses to fluorescent yellow with two 2 " wide reflective stripes around body and sleeves. Meet ANSI 107-2004 class 2 standard. Badge tab on both sides of jacket. Sealed seams, **Color:** LAPD Navy reverses to fluorescent Yellow. Fechheimer flying cross # 73160 reversible hi-visibility jacket **or EQUIVALENT**

- J. **Waterproof jacket with reflective drop down panels** - rip stop nylon outer shell; windproof, waterproof and breathable inner lining; 6 snap storm front to top of collar with 2-way zipper; two patch pockets with side entry fleece lined pockets; 10 inch zipper side vents for equipment access; adjustable drawstring hood in hide-away compartment behind collar; cross stitched shoulder straps; permanent badge tab; zip out Thinsulate™ liner; yokes with Velcro® tab closures front and back to accommodate zip on drop down panels; front and back reflective drop panels labeled "police". **Color:** LAPD Navy. Fechheimer flying cross # 79900 public safety jacket **or EQUIVALENT**.

4. RAINWEAR AND OUTERWEAR

- A. **Reversible Rain Coat** w/ hood-100% water resistant vinyl or nylon material, ventilated back and underarms, pass thru pockets, sealed seams, non-corrosive snap front closure, non-corrosive snaps on sleeve, detachable hood, badge tab or sewn on badge patch, 48 inches long, imprinted with "**Fulton Co. Police**" or "**Security**" on Color side back. **Colors:** reversible - Black to fluorescent Lime Green. Neese Industries # 447rsc **or EQUIVALENT**
- B. **Reversible Rain Jacket** w/ hood-100% water resistant vinyl or nylon material, ventilated back and underarms, pass thru pockets, sealed seams, non-corrosive snap or zip front closure, non-corrosive snaps on sleeve, detachable hood, badge tab or sewn on badge patch, side vents, 30 inches long, imprinted with "**Fulton Co. Police**" or "**Security**" on Color side back. **Colors:** reversible - Black to fluorescent Lime Green. Neese Industries # 447rsj **or EQUIVALENT**
- C. **All weather coat - waterproof/breathable Gore-Tex® lining** - bomber style, zip front closure, zip out insulated liner, zippered side vents with tab closures, front patch pockets with snap down flaps, side opening lined hand warmer pockets, shoulder straps, with sewn on shoulder patches and badge patch. **Color:** LAPD Navy. Fechheimer Model Spectrum Ultimate # 78140 **or EQUIVALENT**
- D. **All weather pants** - waterproof/breathable Gore-Tex® lining – elasticized waistband, snap waist adjustment, waterproof waist and bottom zippers, elasticized bottom cuffs. **Color:** Navy Blue. Fechheimer Model Spectrum Rain Pants #78200 **or EQUIVALENT**
- E. **Motorcycle Rain Jacket** - polyurethane coated nylon, 30" length, tuckaway roll-up hood, zippered front with hook and loop closure, storm flap, drawstring in sweep, hook and loop take up tabs on sleeves, badge patch or tab, 1.5 inch wide silver 3m Scotchlite reflective band around chest and back. **Color:** Black. Neese Industries Dry Rider Model 475mjd **or EQUIVALENT**
- F. **Motorcycle Rain Trousers** - polyurethane coated nylon, elastic on back of waist, snap closures on sides for equipment access, hook and loop take-up tabs on ankles, stirrups, 1.5 inch wide silver 3m scotchlite reflective band around each leg. **Color:** Black. Neese Industries Dry Rider Model 475ptd **or EQUIVALENT**.

5. SWEATERS

- A. **Jersey Knit Sweater** - 70% acrylic/30% wool, Jersey knit, V-neck, with 65% polyester/35% cotton gabardine shoulders, shoulder straps and elbow patches, machine washable, with sewn on shoulder patches and badge patch. **Color:** Navy Blue. Fechheimer # 00720 Jersey knit command sweater **or EQUIVALENT**.

6. HATS AND ACCESSORIES

- A. **Round Service Cap** - Midway Cap Co. 4 star cap with adjustable band, Mylar strap, metal "p" strap buttons **or EQUIVALENT**. Color: hat/ navy blue; strap and button **Colors:** Gold and Silver.
- B. **Round Service Cap - with gold wreath on visor** (aka: scrambled eggs), midway cap co. 4 star cap with adjustable band, Mylar strap, metal "p" strap buttons **or EQUIVALENT**. **Color:** hat/ Navy Blue; strap and button **Color:** Gold.
- C. **Fur Trooper Style Hat** - Alboum Hat Co, Model 8050. **Color:** Navy
- D. **Hat Rain Covers** - service cap. **Colors:** Black, Clear and fluorescent Lime-Yellow.

7. CLOTHING ACCESSORY ITEMS

- A. **Traffic Vest** - ANSI / ISEA 207-2006 compliant- 5-point breakaway design, fluorescent yellow, rip-stop polyester front, performance mesh back, Velcro adjustable sides, zip front, 3m Scotchlite reflective stripes, labeled "police" horizontally on front and back, badge eyelets on left chest, mic tabs on both shoulders and pen pocket. Vest must meet ANSI / ISEA 207-2006 requirements. Flying Cross Model 71500p tactical safety vest **or EQUIVALENT**
- B. **Socks** - 100% nylon crew style. Color: black
- C. Nylon with hypoallergenic padded sole. **Color:** Black or Black with White Sole. Rocky 68r701, thorlo wsx-crew, Thorogood 888-6001 **or EQUIVALENT**.
- D. **Dress Gloves** – white - 100% cotton or poly cotton blend, washable.
- E. **Leather Gloves** - Hatch sg20p **or EQUIVALENT**. **Color:** Black.
- F. **Traffic Gloves** - Fluorescent Orange or Lime Green nylon with knit in reflective stripes. Polygenex Tetra-Glo Safety Glove, Model 3115-02b Orange / Lime **or EQUIVALENT**.
- G. **Reflective Traffic Gloves** - Black nylon/spandex fingerless glove with reflective Lime Green panels on back of hand and fingers, reflective red panel on palm. Hatch Daynite Reflective Gloves, Model dnr100 **or EQUIVALENT**.
- H. **Motorcycle Gloves** - leather, padded palm, fingerless. **Color:** Black. Hatch Model lr10 **or EQUIVALENT**.
- I. **Motorcycle Gauntlet** - Leather, insulated, Thinsulate™ liner, over the wrist gauntlet style. Damascus Model DM660 Premium Motorcycle Gauntlet **or EQUIVALENT**
- J. **Necktie** - Clip on - 100% polyester, clip on style. **Colors:** Black, Navy Blue.

- K. **Crossover Style Tie** - 100% polyester. **Color:** Black.
- L. **Dickie** - Knit synthetic fabric, turtleneck style, machine washable. **Colors:** Black, Navy Blue.
- M. **Metal Buttons** - Metal with Fulton County seal. **Colors:** Gold, Silver. Waterbury Model # 16728-S **or EQUIVALENT**, (See example in appendix)

8. PATCHES, INSIGNIA, COLLAR BRASS, NAMEPLATES AND BADGES

Note: when ordered, sleeve insignia /cloth rank insignia will be applied to clothing, unless otherwise specified.

- A. **"FULTON COUNTY POLICE"** shoulder patch. **See example in appendix.**
- B. **"FULTON COUNTY POLICE"** shoulder patch with S.W.A.T. Rocker. **See example in appendix.**
- C. **"FULTON COUNTY POLICE"** shoulder patch with s.w.a.t. rocker-subdued. **See example in appendix.**
- D. **"FULTON COUNTY SECURITY"** shoulder patch. **See example in appendix.**
- E. **"FULTON COUNTY CRIME SCENE UNIT"** shoulder patch. **See example in appendix.**
- F. **Badge Patch - Colors:** Silver, Gold, subdued. **See example in appendix.**
- G. Police Officer II Sleeve Insignia (corporal chevrons). Cloth **See example in appendix.**
- H. Detective I sleeve insignia. Cloth. **See example in appendix.**
- I. Detective II sleeve insignia. Cloth. **See example in appendix.**
- J. F.T.O. sleeve insignia (**SERGEANT CHEVRONS**). Cloth **See example in appendix.**
- K. Gold service stripe (Hash mark)
- L. Metal rank insignia: small/medium (collar) and large (outerwear/shoulder) sizes in the following ranks: 1) Lieutenant; 2) Captain; 3) Major; 4) Deputy Chief (eagle); Assistant Chief (two stars); and 5) Chief (four stars). Color: gold.
- M. Cloth rank insignia, sew-on, for sweaters and jackets, in the following ranks: 1) Lieutenant; 2) Captain; 3) Major; 4) Deputy Chief (eagle); Assistant Chief (two stars); and 5) Chief (four). Color: gold insignia with navy blue background.
- N. **Metal Nameplate.** Nameplate will be 2 1/2 inches by 1/2 inch with polished finish. Letters will be 3/8 inch high and Black in Color. Clutch back attachment. **Colors:** Gold, Silver. Blackinton Model J-1 **NO SUBSTITUTIONS**

BADGES

All badges must be v. h. Blackinton brand - **NO SUBSTITUTIONS**

The specifications for badges list basic requirements of each type of badge that may be purchased by the police department and individual officers. Lettering on badges will differ based on rank or title. **The appendix showing examples will list the titles commonly used.**

(**Note** - Sworn Officers **must** have a letter from the Chief of Police approving the purchase of a badge. This letter **must** be presented to the uniform vendor **prior** to the vendor ordering the badge. Any badges ordered by any officer without the approval of the chief of police will become the property of the Police Department upon receipt by the uniform vendor. **Only sworn officers may purchase badges. Crime Scene Technicians and Security personnel are prohibited from purchasing badges.**)

- O. **Police Badge** - Silver - Blackinton Badge Company, style # b296 with full Color Georgia state seal, silver rhodium finish, blue block lettering, Safety Pin catch attachment. **See example in appendix.**
- P. **Police Badge** - Gold - Blackinton Badge Company, style # b296 with full Color Georgia state seal, gold plate finish, blue block lettering, Safety Pin catch attachment. **See example in appendix.**
- Q. **Detective Badge** - Blackinton Badge Company, style # b957 with full Color Georgia state seal, gold plate finish, blue block lettering, wallet clip attachment. **See example in appendix.**
- R. **Police Hat Badge** - Silver- Blackinton Badge Company, style # b 720 with full Color Georgia state seal, silver rhodium finish, blue block letters, and screw back attachment. **See example in appendix.**
- S. **Police Hat Badge** – Gold - Blackinton Badge Company, style # b 720 with full Color Georgia state seal, gold plate finish, blue block letters, Screw back attachment. **See example in appendix.**
- T. **Security Badge** - Silver - Blackinton Badge Company, style # b538 with full Color Georgia state seal, silver rhodium finish, blue block lettering, safety pin catch attachment. **See example in appendix.**
- U. **Security Badge** - Gold - Blackinton Badge Company, style # b538 with full Color Georgia state seal, gold plate finish, blue block lettering, safety pin catch attachment. **See example in appendix.**
- V. **Security Hat Badge** - Silver - Blackinton Badge Company, style # a6938 nickel plate finish, blue block letters, screw back attachment.
- W. **Security Hat Badge** - Gold - Blackinton Badge Company, style # a6938 with full Color Georgia state seal, gold plate finish, blue block letters, screw back attachment. **See example in appendix.**
- X. **Reserve Officer Tabs** - One inch wide nylon braid, royal blue, with 1/8 inch wide gold stripe through center (California Highway Patrol Pattern Trouser Braid). Band is 1 ½ inches in diameter. **See example in appendix.**

9. **SHOES**

- A. **Military style hi gloss or poromeric oxford**, with smooth toe. **Color:** Black. bates high gloss oxford, # 942 (men's) / # 742 (women's), Thorogood # 831-6803 (men's) / #531-6103 (women's) **or EQUIVALENT**.
- B. **Uniform athletic style**, leather, lightweight. **Color:** Black. Thorogood code 3 oxford, # 834-6333 (men's) / # 534-6333 (women's) **or EQUIVALENT**.
- C. **Combat style boot**, high top-light weight, full grain leather upper, 1150 denier nylon underlay, molded and padded tongue, moisture wicking lining, oil resistant sole, minimum 8 inch high top, smooth toe. **Color:** Black. Rocky 8" basic boot # 1950 (men's) / # 800 (women's), Thorogood 8" commando ii # 834-6087, 5.11 Tactical Atac Storm Model 12004-019 **or EQUIVALENT**.
- D. **Combat style boot**, low top-light weight, full grain leather upper, 1150 denier nylon underlay, molded and padded tongue, moisture wicking lining, oil resistant sole, maximum 6 inch low top, smooth toe. **Color:** Black. Thorogood 6" Commando ii # 834-6086, 5.11 Tactical Atac 6" Model 12002-019 **or EQUIVALENT**
- E. **Waterproof Combat Style Boot** - Full grain leather upper, Ramdry waterproof liner, vibram stitch-down outsole, lace to toe design, high top (minimum 8 inch high top), Smooth toe. **Color:** Black. Rocky Model 2080 Portland **or EQUIVALENT**
- F. **Motorcycle Boots** - Goodyear Welt Construction, leather, pigskin lining, oil resistant rubber soles and heels, English style, plain toe, with lace at top of arch and on leg. **Color:** Black. (**Approved only for officers assigned to the motorcycle unit**)

10. DUTY GEAR

- A. **Belt Keeper** - Leather/laminate, basket weave, available with silver, gold or black metal snaps. **Color:** black. Safariland Model 65.
- B. **Hidden snap belt keeper** - Leather/laminate, basketweave, hidden metal snaps. **Color:** Black. Safariland Model 62.
- C. **Key Strap** - Leather/laminate, basket weave, available with silver or gold metal snaps. **Color:** Black. Safariland Model 168.
- D. **Key Holder (silent)** - Black leather/laminate or Black nylon to wrap around keys with hook and loop closure. Safariland Model 170.
- E. Flashlight ring, heavy duty-leather/laminate, basketweave. **Color:** Black. Safariland Model 730.
- F. **Flashlight Holder** - Leather/laminate, basket weave, to accommodate a small rechargeable flashlight (stream light polystynger). **Color:** Black. Safariland Model 306.

BELTS

- G. **Trouser Belt with Buckle** - leather/laminate, basket weave, 1.75 inch width, available with gold or silver buckle. **Color:** Black. Safariland Model 51.

- H. **Trouser Belt, Velcro Closure** - leather/laminate, basket weave, 1.50 inch width, buckle less, reversible, hook and loop closure. **Color:** Black. Safariland Model 99.
- I. **Duty Belt with Buckle** - leather/laminate, basket weave, 2.25 inch width, suede lined, available with gold or silver buckle. **Color:** Black. Safariland Model 87.
- J. **Duty Belt** - Velcro- leather/laminate, basket weave, 2.25 inch width, buckle less, Velcro lined, hook and loop closure. **Color:** Black. Safariland Model 94.

BATON HOLDERS

- K. Black basketweave polymer sidebreak case for asp 26 inch collapsible baton. ASP f26 side break # 52633 **NO SUBSTITUTIONS**
- L. Black basketweave polymer sidebreak case for asp 21 inch collapsible baton. ASP f21 side break # 52433 **NO SUBSTITUTIONS**

BATONS

- M. Twenty-six (26") inch black metal collapsible baton with foam grip. ASP f26b # 52611. **NO SUBSTITUTIONS**
- N. Twenty-one (21") inch black metal collapsible baton with foam grip. ASP f21b # 52411. **NO SUBSTITUTIONS**

HANDCUFF CASES

- O. Leather/laminate, basketweave, with metal hidden snap closure, to fit Smith & Wesson model 100 handcuffs, **Color:** Black. Safariland Model 90-4MHS
- P. Leather/laminate, basketweave, open top styling, to fit Smith & Wesson model 100 handcuffs. **Color:** Black. Safariland Model 090-18.

HOLSTERS

- Q. Leather/laminate, basketweave, level II security, thumb break, internal trigger guard retention, front draw for Glock model 21sf, .45 calibre Safariland Model 2955. **NO SUBSTITUTIONS.**
- R. Leather/laminate, basketweave, level III security, top thumb break and middle finger release tab, molded ejection port detent with decoy snap and strap, for Glock model 21sf, .45 calibre pistol. Safariland Model 070. **NO SUBSTITUTIONS.**
- S. Magazine holder- leather/laminate, basketweave, double pouch with hidden snap (Velcro® not acceptable), for Glock model 21sf, .45 caliber magazines. **Color:** black. Safariland Model 77-383-4. **NO SUBSTITUTIONS.**
- T. Radio holder, swivel- leather/laminate, Fine -Tac Finish, for Motorola MTS 2000 "Jedi" portable radio. **Color:** Black. Safariland Model 762-5-13. **NO SUBSTITUTIONS.**

- U. Aerosol spray chemical agent holder - leather/laminate, basketweave, with hidden snap closure (Velcro® not acceptable), for 90 gram size spray canister with fogger nozzle. **Color:** Black. Safariland Model 38-4 HS / **NO SUBSTITUTIONS**
- V. Tac light holder- leather/laminate, basketweave, for insight technology m-3 tactical illuminator. **Color:** black. Safariland Model 307-8-4. **NO SUBSTITUTIONS.**

11. NYLON DUTY GEAR

- A. Nylon/laminate, nylon look finish, level ii security, thumb break, internal trigger guard retention, front draw for Glock model 21sf, .45 caliber pistol. **Color:** Black. Safariland Model 2955 w/UBL **NO SUBSTITUTIONS**
- B. Nylon/laminate, nylon look finish, level iii security, top thumb break, and middle finger release tab, molded ejection port detent with decoy snap and strap for Glock model 21sf, .45 caliber pistol. **Color:** Black. Safariland Model 070 SSIII **NO SUBSTITUTIONS.**
- C. Nylon/laminate, level ii security, rotating hood with thumb release for Glock model 21sf, .45 calibers. **Color:** Black. Safariland Model 6280 mid-ride **NO SUBSTITUTIONS.**
- D. Nylon under belt- nylon laminate, 1.5 inch width, loop lining, hook-and-loop closure. **Color:** Black. Safariland Nylok® Pro Model 4325 **NO SUBSTITUTIONS**
- E. Nylon duty belt- nylon laminate, 2 inch width, loop lining. **Color:** Black. Safariland Nylok® Pro Model 4300 **NO SUBSTITUTIONS**
- F. Cuff case, closed-nylon. **Color:** Black. Safari land Nylok® Pro Model 4250-4BL. **NO SUBSTITUTIONS**
- G. Cuff case-double, closed-nylon. **Color:** Black. Safari land Nylok® Pro Model 4260-4BL. **NO SUBSTITUTIONS**
- H. Magazine pouch-double-nylon. **Color:** Black. Safari land Nylok® pro Model 4110-76-BL **NO SUBSTITUTIONS**
- I. Belt keepers, 4-pack-nylon. **Color:** Black. Safariland Nylok® pro model 4200-1-2BL **NO SUBSTITUTIONS**
- J. Expandable baton holder, 21" and 26", open bottom -nylon. **Color:** Black. Safariland Nylok® pro Model 4201-F21-4 **NO SUBSTITUTIONS**
- K. Flashlight ring-nylon. **Color:** Black. Safariland Nylok® Pro Model 4227-2BL **NO SUBSTITUTIONS**
- L. Small flashlight holder, top flap, snap closure-nylon to accommodate small rechargeable flashlight (streamlight polystinger). **Color:** Black. Safariland Nylok® Pro Model 4230-1-2V **NO SUBSTITUTIONS**
- M. Radio case, adjustable straps, universal fit-nylon. To accommodate Motorola MTS 2000 "**Jedi**" portable radio. Case Dimensions: 3.50" tall x 1.50" deep x 2.25" wide. **Color:** Black. Safariland Nylok® Pro Model 4293-2BL. **NO SUBSTITUTIONS**

- N. Aerosol spray chemical agent case, top flap, snap closure-nylon to accommodate 4 oz., 6 ½ " tall canister. **Color:** Black. Safariland Nylok® Pro Model 4271-4V **NO SUBSTITUTIONS**
- O. Pager case-nylon. **Color:** Black. Safari land Nylok® Pro Model 4275-2-4V **NO SUBSTITUTIONS**
- P. Silent key holder-nylon. **Color:** Black. Safari land Nylok® Pro Model 4236-1-4BL **NO SUBSTITUTIONS**

12. EQUIPMENT

- A. Flashlight-non-metallic body, water resistant, O-ring sealed, rubber or closed cell foam grip, rechargeable battery, minimum 25,000 candlepower peak output, 8 watt halogen bulb (halogen only run time of 1.5 hours) and three high intensity led's with 30 lumen output (led only run time of 40 hours) and both ac and dc chargers. Color: black. Streamlight SL-20XP / LED
- B. OEM replacement battery pack for SL-20XP / LED.
- C. Flashlight-non-metallic body, water resistant, rechargeable battery with minimum run time of 1 hour, 15,000 peak beam candlepower / 125 lumens output and both ac and dc chargers. Color: black. Streamlight Polystinger.
- D. OEM replacement battery pack for Polystinger.
- E. Flashlight-aluminum body, water resistant, O-ring sealed, powered by 3 alkaline "c" cell batteries, with minimum run time of 4.5 hours (main lamp only), minimum 57 lumen xenon main lamp and six 390 nanometer ultra violet high intensity led's. Color: black. Streamlight twin task 3C UV.
- F. Tactical illuminator, non-metallic body, maximum continuous run time of 1 hour, 90 lumens output, mounts directly to Glock model 22 pistol equipment rail without any adaptors or modifications. Color: black. Insight Technology Inc., M-3 TACTICAL ILLUMINATOR. **NO SUBSTITUTIONS**
- G. Standard chain handcuffs, nickel finish. Smith & Wesson model 100, peerless Model 700 or Hiatts Model 2010 chain handcuffs.
- H. Hinged handcuffs, nickel finish. Smith & Wesson model 300, peerless Model 801 or Hiatts Model 2050 hinged handcuffs.
- I. Map book- Atlanta metropolitan aero atlas published by aero surveys of Georgia, Inc. **NO SUBSTITUTIONS**
- J. Binoculars- compact, lightweight, water resistant, shock-absorbent coating, minimum power of 7 X 21. Color: black.
- K. Aluminum form holder for letter size documents and forms, 8.5 inches x 11 inches.
- L. Aluminum citation holder for Georgia uniform traffic citation, 5.75 inches x 9.75 inches.

- M. Badge case, bi-fold design-leather, max card size 3 inches x 4.5 inches, embossed with "Fulton County Police Department" and Georgia state seal on front, available to fit Blackinton b296 and b957 badges. Color: black. Strong Leather Co. Model # 77500
- N. Badge case, flip out design-leather, flip out badge wallet design with credit card slots under flip out, max card size 3 inches x 4.5 inches, embossed with "Fulton County Police Department" and Georgia state seal on front, available to fit Blackington b296 and b957 badges. Color: black. Strong Leather Co. Model # 79300-018
- O. Whistle with chain-regulation style, with chain; available in both gold and silver.
- P. Georgia criminal and traffic law manual - single volume manual containing Georgia criminal law and procedure, traffic law, juvenile law, and related statutes. Michie Georgia criminal and traffic law manual (w/cd rom) **or EQUIVALENT**

13. BODY ARMOR AND ACCESSORIES

- A. **Concealable Body Armor - National Institute of Justice (NIJ)** certified under "NIJ 2005 interim requirements for bullet-resistant body armor" for, Threat Level II with a minimum five (5) year warranty. Moisture barrier covering on ballistic panels, armor should be concealable under the standard uniform shirt. Armor will provide full torso coverage. Included with armor will be: two (2) vest carrier garments (must meet specifications listed in "b" below), protective storage case or pouch, and one of the following: hard trauma plate, soft trauma pack, or hard ballistic plate with NIJ certification, with a minimum dimension of 5" x 8", measuring and fitting for armor included in price. Vest carrier garment Colors: navy blue, black, white. Examples of acceptable armor are: Point Blank Body Armor Vision model, American body armor (aba) xtreme hp model xt2-9 with aj carrier, and armor express emperor ii with eclipse carrier.
- B. Vest carrier garment for concealable body armor in "a" above – garment will be machine washable and removable from the ballistic panels. Garment will be constructed of a fabric that is anti-microbial, resists degradation by perspiration, mildew and chemicals. The body side construction must be of a fabric that provides a wicking action to transport moisture away from the wearer's body. adjusting straps shall be no less than two (2) inches wide and no more than four (4) inches wide and should allow for a minimum of six (6) points of adjustment. carrier shall have an internal suspension system that stabilizes the ballistic panel. all closure, fastening, or accessory attachment devices should be made of materials that do not present a "secondary projectile" or "ricochet" hazard if struck by a bullet. Chest portion of carrier will have a pocket for a hard ballistic/trauma plate or soft trauma pack, pocket dimensions 5" x 8" minimum. Colors: navy blue, black, white.

SECTION 7 GENERAL CONDITIONS

GARMENTS, BROCHURES, VARIATIONS

All garments furnished as a result of this contract must be new.

All garments listed are to be furnished with woven label, permanently affixed. Said label must include correct fabric content, identification and laundering (cleaning) instructions. All garments must be delivered clean and with labels attached. Items that do not require sewing, alteration, embroidery or other processing by the vendor should be in original manufacturer's packaging.

The successful vendor(s) will be required to fit all employees, regardless of size, with each item bid.

Each bidder must submit with bid an illustrated brochure and data sheets with manufacturer's complete printed specifications covering class and type of items covered by the bid. This material must show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit proper evaluation of the bid.

The bidder must list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet must be labeled "**EXCEPTIONS TO BID CONDITIONS**" and must be attached to bid.

SAMPLES

Each bidder is required to submit one (1) complete uniform sample (samples must be new, unworn, and be the exact item the vendor is bidding). Each item must be marked with the bid number, vendor name and address, item name, style and/or model number, and fabric type. These items must be delivered to the attention of the purchasing agent and shall arrive no later than two (2) weeks prior to the bid opening time. If not mutilated or destroyed in the examination, the bidder will be responsible for removal of samples at his/her expense within thirty (30) days of contract award. If the bidder fails to remove samples within thirty (30) days, they shall be considered as abandoned and the county shall have the right to dispose of them as its own property.

SHOWROOM

Each bidder must have a showroom facility in operation prior to the bid opening date. Sewing, alteration and embroidery services must be provided on site at the facility. The facility shall be available for inspection as part of the bid evaluation process. Inspection may take place at any time, beginning on the bid opening date through the end of the bid processing period, during normal business hours. Successful bidder shall continue to operate the showroom facility for the length of the contract. The facility will be open weekdays during normal business hours to allow department employees to view products and select required items. Showroom must be located within a reasonable proximity of metro Atlanta to allow access for on-duty personnel. Vendors shall also be required to visit the police precincts to take orders and measurements when large groups of personnel are to be served at one time. This will be scheduled and agreed upon in advance.

ON-LINE ORDER SYSTEM, ORDER FORMS, ORDER TRACKING

Awarded vendor(s) will design and maintain an on-line order system, accessible via the internet that allows eligible employees to place orders and track the status. This system shall provide for secure payment transactions for orders that exceed the employee's allotment. Appropriate sales taxes will be applied to the overage.

This system shall also permit employees to make private purchases, separate from their allotments, of items included in this bid. Appropriate sales taxes will be applied to all private sales transactions.

Awarded vendor(s) will design and produce order form(s) listing all items bid to accommodate new hires, walk-ins and others in lieu of the on-line system. These forms shall be multi-part forms that provide a minimum of two (2) copies in addition to the original. One copy will be given to the officer at time of order and one copy will accompany the invoice for the completed order. Sample forms currently in use are available from the contact person.

The awarded vendor(s) is required to provide an accurate tracking system to assure that invoices to the county do not exceed the maximum allowance in effect at that time. If any purchases exceed the allowance, whether purchased all in one transaction or in multiple transactions, the vendor will collect any excess from the employee at the time of purchase.

DELIVERY PROCEDURES AND DEADLINES

Whenever possible, orders should be shipped complete per individual. Individual orders should be completed in no more than three (3) partial deliveries. Delivery, to include measuring and fitting, must be provided to the site specified by the department, within thirty (30) days upon receipt of order. Any corrections for mis-fittings or defects must have a maximum two (2) week turnaround.

At delivery, each order will have a document detailing each item included in the order. Each order will be inspected by a police department representative in the presence of vendor's delivery personnel. The department representative will accept and sign for correct orders only. Any order that is incorrect or in any other way deficient will not be accepted for delivery. The reason for rejection will be noted on the order detail. The vendor's delivery personnel will return the order to vendor for any necessary corrections.

It is understood that badges, body armor, and other custom fit/production items require a longer lead time and will therefore be exempt from the thirty (30) day delivery requirement. However, each bidder must indicate their anticipated delivery time for badges, body armor, and custom fit/production items.

EMPLOYEE DATA CONFIDENTIALITY

The successful bidder agrees not to sell or provide employee data, in any form, to any other party other than to authorized county personnel.

BID AWARD

The County *will not* accept partial bids from vendors on this project. Bid award will be made to the lowest and most responsible bidder on all listed items. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements, delivery terms, conditions and guarantee clauses shall be taken into consideration.

Fulton County will have a minimum of ninety (90) days to process an award at the prices bid. Issuance of a purchase order will bind the prices for the stated duration of the award.

Respondent must meet Fulton County requirements as specified in the attachments and submit appropriate documentation along with bid. Failure to complete these requirements may result in the bid being deemed non-responsive.

The apparent silence of this specification, and any supplement thereto, as to the details, or the omission from it of a highly 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's interpretation to prevail.

CONTRACT TERM AND RENEWAL OPTION

Any award made as a result of this bid shall be for the calendar year 2013, effective from January 1 through December 31, 2013 with an option to renew for two (2) additional year periods (calendar year 2015) pending availability of departmental appropriated funding, compliance with county rules/policies, contract terms/conditions, and satisfactory contractor performance.

OPTION YEAR PRICE INCREASES

Option year price increases shall not exceed the consumer price index (CPI) as published by the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area.

Bidder must provide the following information:

Company Name: _____

Contact Person: _____

Street Address: _____

A/C & TELEPHONE NO.: _____

Bidder must submit a copy of their warrant/guarantee program with bid.

REMARKS OR EXCEPTIONS

**SECTION 8
PRICING FORMS**

NOTE: NUMBERS IN PARENTHESES ARE FOR FULTON COUNTY BID TABULATION PURPOSES ONLY.

NOTE: Also, the County will not accept partial bids from vendors on this project.

1. TROUSERS

DESCRIPTION/TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. 100% POLYESTER TROUSERS			
MEN'S	(1A1)	(1A2)	(1A3)
WOMEN'S	(1A4)	(1A5)	(1A6)
B. 75% DACRON/25% WOOL BLEND TROUSERS			
MEN'S	(1B1)	(1B2)	(1B3)
WOMEN'S	(1B4)	(1B5)	(1B6)
C. SIX POCKET UNIFORM TROUSERS - 65% POLYESTER/35% COTTON BLEND			
MEN'S	(1C1)	(1C2)	(1C3)
WOMEN'S	(1C4)	(1C5)	(1C6)
D. SIX POCKET UNIFORM TROUSERS - 70% POLYESTER/28% RAYON/2% LYCRA BLEND			
MEN'S	(1D1)	(1D2)	(1D3)
WOMEN'S	(1D4)	(1D5)	(1D6)
E. MOTORCYCLE STYLE RIDING PANTS, 75% POLYESTER/25% WOOL BLEND			
MEN'S	(1E1)	(1E2)	(1E3)
WOMEN'S	(1E4)	(1E5)	(1E6)
F. BICYCLE PANTS – OLYMPIC UNIFORMS, MODEL OCP588S			
MEN'S	(1F1)	(1F2)	(1F3)
WOMEN'S	(1F4)	(1F5)	(1F6)
G. BICYCLE SHORTS – OLYMPIC UNIFORMS HOLLYWOOD SHORTS, MODEL OHS147			
MEN'S	(1G1)	(1G2)	(1G3)
WOMEN'S	(1G4)	(1G5)	(1G6)
H. UTILITY TROUSERS – 5.11 TACTICAL INC. COTTON TACTICAL PANT #74251			
MEN'S	(1H1)	(1H2)	(1H3)
WOMEN'S	(1H4)	(1H5)	(1H6)
I. SUPERVISOR TROUSER STRIPE	(1I1)	(1I2)	(1I3)

2. SHIRTS

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. 100% POLYESTER, SHORT SLEEVE			
MEN'S	(2A1)	(2A2)	(2A3)
WOMEN'S	(2A4)	(2A5)	(2A6)
B. 100% POLYESTER LONG SLEEVE			
MEN'S	(2B1)	(2B2)	(2B3)
WOMEN'S	(2B4)	(2B5)	(2B6)
C. 75% POLYESTER/25% WOOL BLEND, SHORT SLEEVE			
MEN'S	(2C1)	(2C2)	(2C3)
WOMEN'S	(2C4)	(2C5)	(2C6)
D. 75% POLYESTER/25% WOOL BLEND LONG SLEEVE			
MEN'S	(2D1)	(2D2)	(2D3)
WOMEN'S	(2D4)	(2D5)	(2D6)
E. UNIFORM POLO SHIRT, SHORT SLEEVE – COOLMAX®, SHORT SLEEVE			
MEN'S	(2E1)	(2E2)	(2E3)
WOMEN'S	(2E4)	(2E5)	(2E6)
F. UNIFORM POLO SHIRT, LONG SLEEVE – COOLMAX®, LONG SLEEVE			
MEN'S	(2F1)	(2F2)	(2F3)
WOMEN'S	(2F4)	(2F5)	(2F6)
G. UNIFORM POLO SHIRT, SHORT SLEEVE – COOLMAX® WITH REFLECTIVE STRIPING AND "POLICE" ON BACK			
MEN'S	(2G1)	(2G2)	(2G3)
WOMEN'S	(2G4)	(2G5)	(2G6)
H. UNIFORM POLO SHIRT, LONG SLEEVE – COOLMAX® WITH REFLECTIVE STRIPING AND "POLICE" ON BACK			
MEN'S	(2H1)	(2H2)	(2H3)
WOMEN'S	(2H4)	(2H5)	(2H6)
I. FORM FIT MOISTURE WICKING UNDER SHIRT			
MEN'S	(2I1)	(2I2)	(2I3)
WOMEN'S	(2I4)	(2I5)	(2I6)
J. LOOSE FIT MOISTURE WICKING UNDER SHIRT			
MEN'S	(2J1)	(2J2)	(2J3)

WOMEN'S	(2J4)	(2J5)	(2J6)
K. POLO SHIRT, SHORT SLEEVE- PIQUE POLO 100% COTTON			
MEN'S	(2K1)	(2K2)	(2K3)
WOMEN'S	(2K4)	(2K5)	(2K6)
L. MOISTURE WICKING COLD WEATHER CREW NECK UNDER SHIRT			
MEN'S	(2L1)	(2L2)	(2L3)
WOMEN'S	(2L4)	(2L5)	(2L6)
M. MOISTURE WICKING COLD WEATHER MOCK TURTLENECK NECK UNDER SHIRT			
MEN'S	(2M1)	(2M2)	(2M3)
WOMEN'S	(2M4)	(2M5)	(2M6)
N. VERTX ACTION POLO WITH COLDBLACK®			
MEN'S	(2N1)	(2N2)	(2N3)
WOMEN'S	(2N4)	(2N5)	(2N6)

3. JACKETS AND COATS

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. BOMBER STYLE JACKET			
MEN'S	(3A1)	(3A2)	(3A3)
WOMEN'S	(3A4)	(3A5)	(3A6)
B. MA-1 STYLE FLIGHT JACKET			
MEN'S	(3B1)	(3B2)	(3B3)
WOMEN'S	(3B4)	(3B5)	(3B6)
C. LEATHER UNIFORM JACKET			
MEN'S	(3C1)	(3C2)	(3C3)
WOMEN'S	(3C4)	(3C5)	(3C6)
D. DRESS BLOUSE COAT			
MEN'S	(3D1)	(3D2)	(3D3)
WOMEN'S	(3D4)	(3D5)	(3D6)
E. LEATHER MOTORCYCLE JACKET			
MEN'S	(3E1)	(3E2)	(3E3)
WOMEN'S	(3E4)	(3E5)	(3E6)
F. WINDBREAKER			
MEN'S	(3F1)	(3F2)	(3F3)
WOMEN'S	(3F4)	(3F5)	(3F6)
G. WINDBREAKER, WITH IMPRINT ON BACK			
MEN'S	(3G1)	(3G2)	(3G3)
WOMEN'S	(3G4)	(3G5)	(3G6)
H. BIKE PATROL JACKET- OLYMPIC NEW YORK ZIP SLEEVE JACKET, MODEL ONY673			
MEN'S	(3H1)	(3H2)	(3H3)

WOMEN'S	(3H4)	(3H5)	(3H6)
I. REVERSIBLE HIGH VISIBILITY JACKET			
MEN'S	(3I1)	(3I2)	(3I3)
WOMEN'S	(3I4)	(3I5)	(3I6)
J. WATERPROOF JACKET W/ REFLECTIVE DROP PANELS			
MEN'S	(3J1)	(3J2)	(3J3)
WOMEN'S	(3J4)	(3J5)	(3J6)

4. RAINWEAR AND OUTERWEAR

DESCRIPTION/ TYPE	MANUFACTURER	MODEL#	PRICE/ EACH
A. 48 INCH REVERSIBLE COLOR RAIN COAT W/HOOD			
MEN'S	(4A1)	(4A2)	(4A3)
WOMEN'S	(4A4)	(4A5)	(4A6)
B. 30 INCH REVERSIBLE COLOR RAIN JACKET W/HOOD			
MEN'S	(4B1)	(4B2)	(4B3)
WOMEN'S	(4B4)	(4B5)	(4B6)
C. WATERPROOF BREATHABLE ALL WEATHER COAT			
MEN'S	(4C1)	(4C2)	(4C3)
WOMEN'S	(4C4)	(4C5)	(4C6)
D. WATERPROOF BREATHABLE ALL WEATHER TROUSERS			
MEN'S	(4D1)	(4D2)	(4D3)
WOMEN'S	(4D4)	(4D5)	(4D6)
E. MOTORCYCLE RAIN JACKET			
MEN'S	(4E1)	(4E2)	(4E3)
WOMEN'S	(4E4)	(4E5)	(4E6)
F. MOTORCYCLE RAIN TROUSERS			
MEN'S	(4F1)	(4F2)	(4F3)
WOMEN'S	(4F4)	(4F5)	(4F6)

5. SWEATERS

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
B. JERSEY KNIT			
MEN'S	(5B1)	(5B2)	(5B3)
WOMEN'S	(5B4)	(5B5)	(5B6)

6. HATS AND HAT ACCESSORIES

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
<i>HATS:</i>			
A. 4 STAR CAP	(6A1)	(6A2)	(6A3)
B. 4 STAR CAP W/ WREATH	(6B1)	(6B2)	(6B3)
C. TROOPER STYLE FUR HAT	(6C1)	(6C2)	(6C3)
D. 4 STAR CAP RAIN COVERS	(6D1)	(6D2)	(6D3)

7. CLOTHING ACCESSORY ITEMS

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. TRAFFIC VEST, ANSI 207-2006	(7A1)	(7A2)	(7S3)
B. SOCKS, NYLON	(7B1)	(7B2)	(7B3)
C. SOCKS, HYPO-ALLERGENIC SOLE	(7C1)	(7C2)	(7C3)
D. DRESS GLOVES, WHITE	(7D1)	(7D2)	(7D3)
E. LEATHER GLOVES	(7E1)	(7E2)	(7E3)
F. TRAFFIC GLOVES	(7F1)	(7F2)	(7F3)
G. REFLECTIVE TRAFFIC GLOVE	(7G1)	(7G2)	(7G3)
H. MOTORCYCLE GLOVES	(7H1)	(7H2)	(7H3)
I. MOTORCYCLE GAUNTLETS	(7I1)	(7I2)	(7I3)
J. NECKTIE, CLIP ON	(7J1)	(7J2)	(7J3)
K. CROSS OVER STYLE TIE, SNAP	(7K1)	(7K2)	(7K3)
L. DICKIE	(7L1)	(7L2)	(7L3)
M. METAL BUTTONS	(7M1)	(7M2)	(7M3)

8. PATCHES, INSIGNIA, NAMEPLATES AND BADGES

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. FULTON COUNTY POLICE SHOULDER PATCH	(8A1)	(8A2)	(8A3)
B. F.C.P.D. SHOULDER PATCH WITH SWAT TEAM ROCKER	(8B1)	(8B2)	(8B3)
C. F.C.P.D. SHOULDER PATCH WITH SWAT TEAM ROCKER-SUBDUED	(8C1)	(8C2)	(8C3)
D. FULTON CO. SECURITY SHOULDER PATCH	(8D1)	(8D2)	(8D3)
E. FULTON CO. CRIME SCENE UNIT SHOULDER PATCH	(8E1)	(8E2)	(8E3)
F. BADGE PATCH	(8F1)	(8F2)	(8F3)
G. POLICE OFFICER II SLEEVE INSIGNIA	(8G1)	(8G2)	(8G3)
H. DETECTIVE I SLEEVE INSIGNIA	(8H1)	(8H2)	(8H3)

I. DETECTIVE II SLEEVE INSIGNIA	(8I1)	(8I2)	(8I3)
J. F.T.O. SLEEVE INSIGNIA	(8J1)	(8J2)	(8J3)
K. GOLD SERVICE STRIPE	(8K1)	(8K2)	(8K3)
L. METAL RANK INSIGNIA- COLLAR: (PER PAIR)	(8L1)	(8L2)	(8L3)
M. CLOTH RANK INSIGNIA: (PER PAIR)	(8M1)	(8M2)	(8M3)
N. NAMEPLATES:	(8N1)	(8N2)	(8N3)
O. POLICE BADGE- SILVER	(8O1)	(8O2)	(8O3)
P. POLICE BADGE- GOLD	(8P1)	(8P2)	(8P3)
Q. DETECTIVE BADGE	(8Q1)	(8Q2)	(8Q3)
R. POLICE HAT BADGE- SILVER	(8R1)	(8R2)	(8R3)
S. POLICE HAT BADGE- GOLD	(8S1)	(8S2)	(8S3)
T. SECURITY BADGE- SILVER	(8T1)	(8T2)	(8T3)
U. SECURITY BADGE-GOLD	(8U1)	(8U2)	(8U3)
V. SECURITY HAT BADGE- NICKEL	(8V1)	(8V2)	(8V3)
W. SECURITY HAT BADGE- GOLD	(8W1)	(8W2)	(8W3)
X. RESERVE OFFICER TABS (PER PAIR)	(8X1)	(8X2)	(8X3)

9. SHOES AND BOOTS

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. MILITARY STYLE HIGH GLOSS OXFORD			
MEN'S	(9A1)	(9A2)	(9A3)
WOMEN'S	(9A4)	(9A5)	(9A6)
B. UNIFORM ATHLETIC LEATHER SHOE			
MEN'S	(9B1)	(9B2)	(9B3)
WOMEN'S	(9B4)	(9B5)	(9B6)
C. COMBAT BOOT, HIGH TOP			
MEN'S	(9C1)	(9C2)	(9C3)
WOMEN'S	(9C4)	(9C5)	(9C6)
D. COMBAT BOOT, LOW TOP			
MEN'S	(9D1)	(9D2)	(9D3)
WOMEN'S	(9D4)	(9D5)	(9D6)
E. WATERPROOF COMBAT BOOT			
MEN'S	(9E1)	(9E2)	(9E3)
WOMEN'S	(9E4)	(9E5)	(9E6)
F. MOTORCYCLE BOOT			
MEN'S	(9F1)	(9F2)	(9F3)
WOMEN'S	(9F4)	(9F5)	(9F6)

10. DUTY GEAR

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. BELT KEEPER	(10A1)	(10A2)	(10A3)
B. HIDDEN SNAP BELT KEEPER	(10B1)	(10B2)	(10B3)
C. KEY STRAP	(10C1)	(10C2)	(10C3)
D. KEY HOLDER - SILENT	(10D1)	(10D2)	(10D3)
E. FLASHLIGHT RING - STANDARD	(10E1)	(10E2)	(10E3)
F. FLASHLIGHT HOLDER - SMALL	(10F1)	(10F2)	(10F3)
G. TROUSER BELT 1.75 INCH	(10G1)	(10G2)	(10G3)
H. VELCRO TROUSER BELT 1.5 INCH	(10H1)	(10H2)	(10H3)
I. DUTY BELT 2.25 INCH	(10I1)	(10I2)	(10I3)
J. VELCRO DUTY BELT 2.25 INCH	(10J1)	(10J2)	(10J3)
<u>BATON HOLDERS:</u>			
K. ASP F26 INCH SIDEBREAK	(10K1)	(10K2)	(10K3)
L. ASP F21 INCH SIDEBREAK	(10L1)	(10L2)	(10L3)
ASP BATONS:			
M. ASP F26B	(10M1)	(10M2)	(10M3)
N. ASP F21B	(10N1)	(10N2)	(10N3)
HANDCUFF CASES:			
O. FLAP CLOSURE	(10O1)	(10O2)	(10O3)
P. OPEN TOP	(10P1)	(10P2)	(10P3)
<u>HOLSTERS:</u>			
Q. SAFARILAND 070 SS III	(10Q1)	(10Q2)	(10Q3)
R. SAFARILAND 6360	(10R1)	(10R2)	(10R3)
S. MAGAZINE HOLDER	(10S1)	(10S2)	(10S3)
T. RADIO HOLDER	(10T1)	(10T2)	(10T3)
U. AEROSOL SPRAY HOLDER	(10U1)	(10U2)	(10U3)
V. TAC LIGHT HOLDER	(10V1)	(10V2)	(10V3)

11. NYLON DUTY GEAR

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. SAFARILAND 2955 NYLON	(11A1)	(11A2)	(11A3)
B. SAFARILAND 070 NYLON	(11B1)	(11B2)	(11B3)
C. SAFARILAND 6280 NYLON	(11C1)	(11C2)	(11C3)
D. UNDER BELT 4325	(11D1)	(11D2)	(11D3)
E. DUTY BELT 4300	(11E1)	(11E2)	(11E3)
F. CUFF CASE-CLOSED 4250-4BL	(11F1)	(11F2)	(11F3)
G. DOUBLE CUFF CASE 4260-4BL	(11G1)	(11G2)	(11G3)
H. MAGAZINE POUCH 4110-76-BL	(11H1)	(11H2)	(11H3)
I. BELT KEEPERS (4) 4200-1-2BL	(11I1)	(11I2)	(11I3)
J. BATON HOLDER 4201-F21-4	(11J1)	(11J2)	(11J3)

K. FLASHLIGHT RING 4227-2BL	(11K1)	(11K2)	(11K3)
L. STINGER LIGHT HOLDER 4230-1-2V	(11L1)	(11L2)	(11L3)
M. RADIO CASE #4293-2BL	(11M1)	(11M2)	(11M3)
N. MACE CASE #4271-4V	(11N1)	(11N2)	(11N3)
O. PAGER CASE #4275-2-4V	(11O1)	(11O2)	(11O3)
P. SILENT KEY HOLDER #4236-1-4BL	(11P1)	(11P2)	(11P3)

12. EQUIPMENT

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. STREAMLIGHT SL-20XP/LED	(12A1)	(12A2)	(12A3)
B. BATTERY PACK SL-20XP / LED	(12B1)	(12B2)	(12B3)
C. STREAMLIGHT POLYSTINGER	(12C1)	(12C2)	(12C3)
D. BATTERY PACK POLYSTINGER	(12D1)	(12D2)	(12D3)
E. STREAMLIGHT TWINTASK 3C UV	(12E1)	(12E2)	(12E3)
F. INSIGHT M-3 TACTICAL ILLUMINATOR	(12F1)	(12F2)	(12F3)
G. CHAIN HANDCUFFS	(12G1)	(12G2)	(12G3)
H. HINGED HANDCUFFS	(12H1)	(12H2)	(12H3)
I. MAP BOOK	(12I1)	(12I2)	(12I3)
J. BINOCULARS	(12J1)	(12J2)	(12J3)
K. LETTER SIZE FORM HOLDER	(12K1)	(12K2)	(12K3)
L. CITATION SIZE FORM HOLDER	(12L1)	(12L2)	(12L3)
M. BADGE CASE	(12M1)	(12M2)	(12M3)
N. FLIP OUT BADGE CASE	(12N1)	(12N2)	(12N3)
O. WHISTLE WITH CHAIN	(12O1)	(12O2)	(12O3)
P. GA CRIMINAL &TRAFFIC LAW	(12P1)	(12P2)	(12P3)

13. BODY ARMOR AND ACCESSORIES

DESCRIPTION/ TYPE	MANUFACTURER	MODEL #	PRICE/ EACH
A. BODY ARMOR	(13A1)	(13A2)	(13A3)
B. VEST CARRIER	(13B1)	(13B2)	(13B3)

Please indicate the lump sum amount of your bid: \$ _____

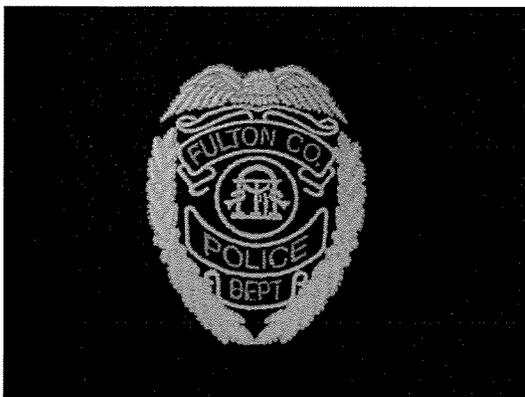
**SECTION 9
EXHIBITS**

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid Submittal Check List"). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your bid non-responsive.

Item #	Required Bid Submittal Check List	Check (√) (if applicable)	Check (√) (if complete)
1	One (1) Proposal marked " Original ", three (3) copies		
2	*Form F: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>		
3	*Form G: Georgia Security and Immigration Subcontractor Affidavit (s)		
4	Bid Form		
7	Acknowledgement of each Addendum		
	Bid Bond (separate envelope if Public Works Construction project)		
9	Purchasing Forms Form A: Non-Collusion Affidavit of Bidder/Offeror Form B: Certificate of Acceptance of Request Proposal requirements Form D: Certification Regarding Debarment Form E: Disclosure Form and Questionnaire		
10	Office of Contract Compliance Requirements (separate envelope)		
11	Evidence of Insurability, bidder must submit one of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project		
12	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each		
13	Verify Form C1: Georgia Utility License Number and attach a copy of print out for each Bidder (If applicable)		
	Verify Form C2: General Contractors License Number and attach a copy of print for each Bidder (If applicable)		
14	Verify Form C3: Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)		

**SECTION 10
APPENDICES**

2- K EMBROIDERED BADGE



7-0 BUTTON



8-A F.C.P.D. SHOULDER PATCH



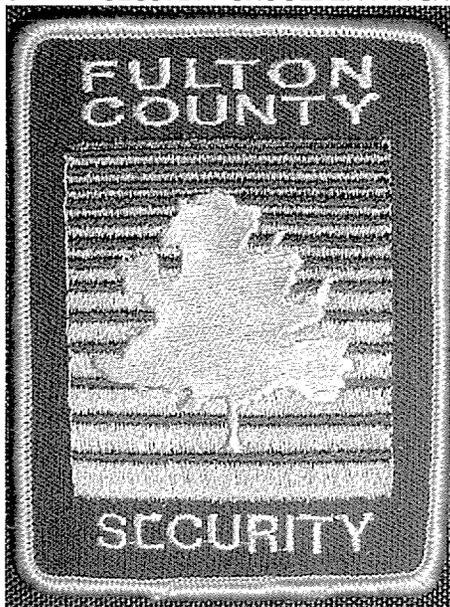
8-B F.C.P.D. SWAT PATCH



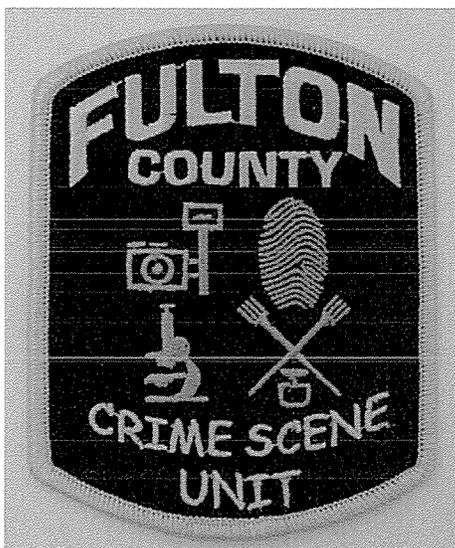
8-C F.C.P.D. SWAT PATCH-SUBDUED



8-D SECURITY SHOULDER PATCH



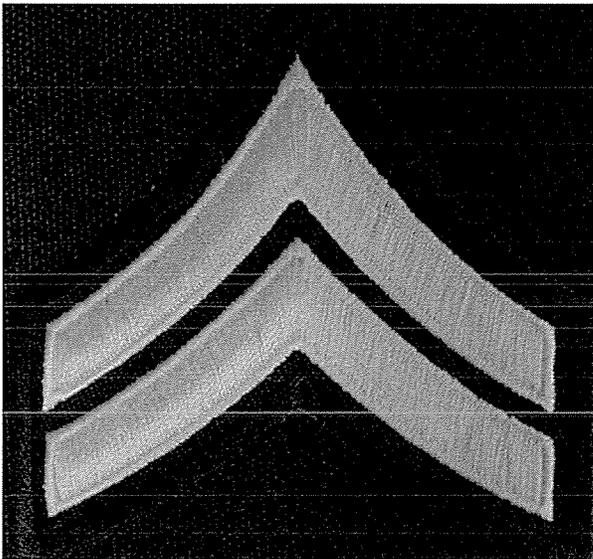
8-E CRIME SCENE UNIT SHOULDER PATCH



8-F BADGE PATCH



8-G POLICE OFFICER II SLEEVE INSIGNIA



8-H DETECTIVE I SLEEVE INSIGNIA



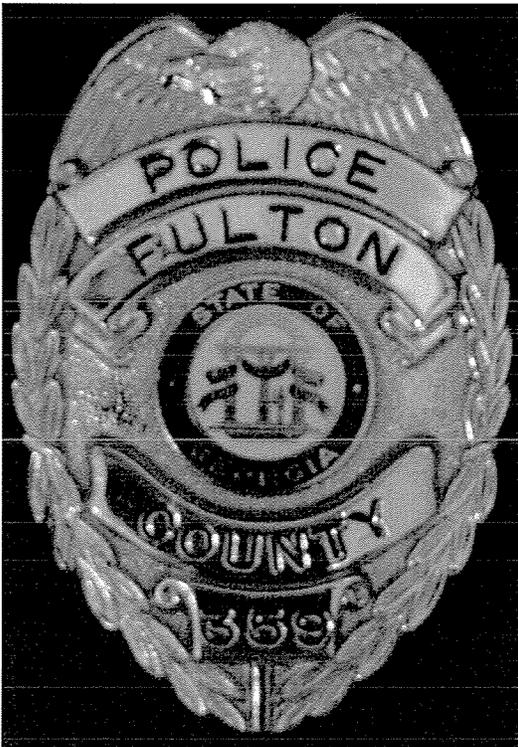
8-I DETECTIVE II SLEEVE INSIGNIA



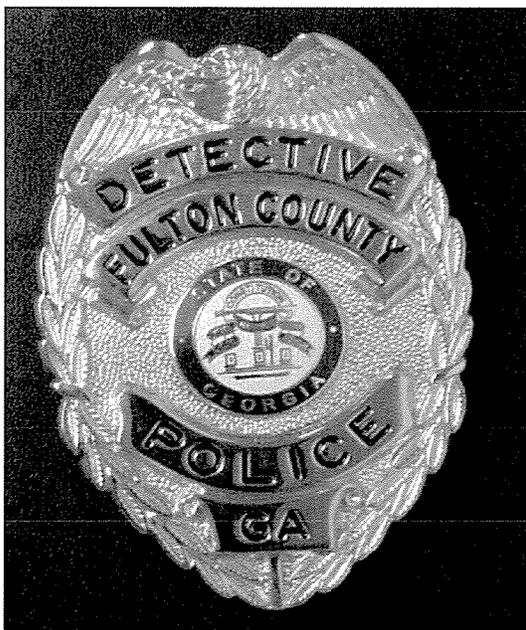
8-J F.T.O. INSIGNIA



8-O F.C.P.D. BADGE



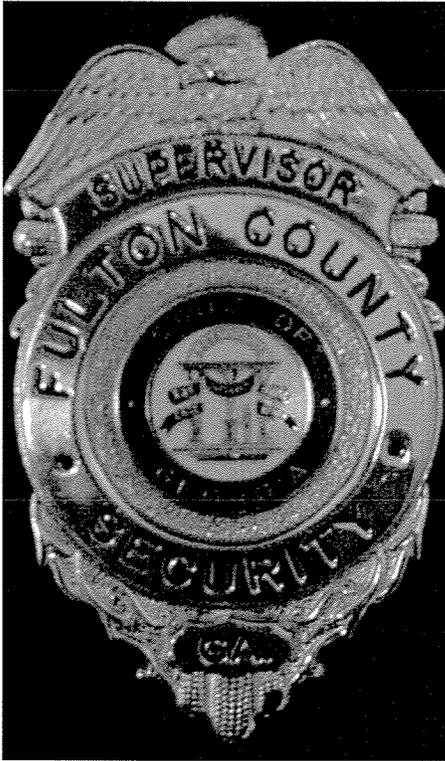
8-Q DETECTIVE BADGE



8-R POLICE HAT BADGE



8-T SECURITY BADGE



8-X RESERVE OFFICER TABS

